



**THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA
PURCHASING AND DISTRIBUTION SERVICES DEPARTMENT**

400 E. Lake Mary Boulevard
Sanford, FL 32773-7127

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:
October 02, 2015

PURCHASING CONTACT & TELEPHONE:
Douglas Woods, Buyer, 407.320.0376
douglas_woods@scps.k12.fl.us

RFP NUMBER & TITLE:

#15160018P-DW - Temporary Staffing Services

RFP DUE DATE & TIME:

October 21, 2015 at 3:00 P.M.

NOTE: RFPS RECEIVED AFTER THE RFP DUE DATE AND TIME WILL NOT BE ACCEPTED.

PRE-PROPOSAL CONFERENCE:

**October 06, 2015 at 1:00 P.M., the School Board of Seminole County Educational Support Center,
Room 108, 400 E. Lake Mary Blvd., Sanford, FL 32773**

The School Board of Seminole County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this solicitation are incorporated by this reference into your response. A Proposal will not be accepted unless all conditions have been met. **All Proposals must have an authorized signature in the space provided below.** All Proposals must be sealed and received in The School Board of Seminole County Florida Purchasing Office at 400 East Lake Mary Boulevard, Sanford, Florida, by the "RFP Due Date & Time" referenced above. **All envelopes containing sealed proposal must reference the "RFP Title", "RFP Number" and the "RFP Due Date & Time".** The School Board is not responsible for lost or late delivery of proposals by the U.S. Postal Services or other delivery services used by the Proposer. **NOTE: BIDS SENT VIA U.S. MAIL TO THIS ADDRESS ARE DELIVERED TO A PO BOX AND MAY DELAY DELIVERY TO THE PURCHASING DEPARTMENT UP TO 2 DAYS. PLEASE PLAN FOR THIS DELAY IF USING THE U.S. POSTAL SERVICE.** Proposals may not be withdrawn for a period of sixty (60) days after the RFP due date unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE PROPOSER.

LEGAL COMPANY NAME (AS REGISTERED IN WW.SUNBIZ.ORG OR AS REGISTERED IN YOUR STATE):

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL EMPLOYER S IDENTIFICATION NUMBER (FEIN): _____

FLORIDA DIVISION OF CORPORATION DOCUMENT NUMBER: _____

TELEPHONE NUMBER: _____ E-MAIL: _____

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER PROPOSER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _____ TYPED OR
PRINTED NAME: _____

TITLE: _____ DATE: _____

GENERAL PURCHASING TERMS AND CONDITIONS

Please Read Carefully

These general terms will apply to all purchases by the District as a result of an award hereunder. In the event of a conflict between this section and subsequent sections herein, the provisions of any subsequent sections shall be specific to the goods or services requested and shall have precedence. The titles used are for convenience only; the Proposer is responsible for understanding and complying with all terms and conditions herein.

1. DEFINITIONS.

- A.** The School Board of Seminole County Florida may be referred to as the "Board", "School Board" or "SBSC" herein. The School Board of Seminole County Florida is also known as "Seminole County Public Schools" (SCPS).
- B.** The term "Proposer" shall refer to the company, individual, or organization that responded to this solicitation.
- C.** The term "Contractor" shall refer to any successful awardees hereunder.

2. DISTRICT DEMOGRAPHICS. The School Board of Seminole County Florida (SBSC) has approximately 8,000 employees and over 64,000 students. The District currently operates a total of 64 schools and ancillary facilities.

3. CONTACT / LOBBYING. All questions for additional information regarding this RFP **must be directed to the designated Buyer noted on page one.** Prospective Proposers, their employees, agents or representatives shall not contact nor lobby any member of the Seminole County School Board, Superintendent, members of the Evaluation Committee, or staff regarding this RFP prior to posting of the final tabulation and award recommendation on the website. Any such contact shall be cause for disqualification and rejection of your proposal.

4. 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 Board or their immediate family which owns any interest of any amount in the Proposer's company, partnership, or agency.

5. POSTING OF RFP CONDITIONS/SPECIFICATIONS. This RFP will be posted for review by interested parties on the DemandStar and VendorLink websites and these links can be located on the District's website: "<http://www.scps.k12.fl.us/purchasing/BidViewer.aspx>" and will remain posted up to and including the Due Date of this RFP. In accordance with Florida Statutes 120.57(3), with respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceeding under Chapter 120, Florida Statutes.

6. ADDENDA, CLARIFICATIONS & INTERPRETATIONS.

- A.** Any questions concerning terms, conditions or specifications will be directed to the designated Buyer referenced on the Proposer's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Buyer in writing at least ten (10) workdays prior to the due date of the RFP. Failure to do so, on the part of the Proposer will constitute an acceptance by the Proposer of any consequent decision.
- B.** An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the Proposer's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP due date will not be binding. The School Board will consider no interpretations binding unless provided for by issuance of an addendum. All Addenda shall be posted to the School Board website "www.scps.k12.fl.us/purchasing/BidViewer.aspx" at least five workdays prior to the due date.

The Proposer shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

- C. The School Board reserves the right to allow for clarification of questionable entries, and for the Proposer to withdraw items with obvious mistakes.

7. **RFP OPENING AND FORM.** RFP openings will be public on the date and time specified on the Proposer's Acknowledgment form. All RFPs received after the time indicated will be rejected as non-responsive and returned unopened to sender. It is the Proposer's sole responsibility to ensure their RFPs are received timely; SBSC is not responsible for late or missed delivery by third party delivery services. RFPs by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the RFPs only, details concerning pricing or the offering will not be announced.

8. **SOLICITATION DOCUMENTATION & PUBLIC RECORDS.** Meetings involving Oral Presentations by Proposers or negotiations are closed to the Public. Responses to this solicitation, and recordings of oral presentations or negotiations shall become "public records" upon award recommendation or thirty (30) days after the solicitation due date, whichever is earlier and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in response to this solicitation, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

9. **SOLICITATION CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL.**

- A. **Public Record.** All responses received in response to this solicitation shall be considered a public record pursuant to Chapter 119 Florida Statutes.

- B. **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 Board with a separate redacted hard copy and electronic copy of its response.

- 1) The redacted copies shall contain the School Board'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 Board 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.
- 2) 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 Board for any and all claims from or relating to Proposers determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- 3) 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.

- C. **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 bid may be deemed non-responsive and rejected from further consideration of award and any rights to protest is thereby waived.

10. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST.** RFP Tabulations with award recommendations are posted to the Purchasing and Distribution Services' website at "<http://www.scps.k12.fl.us/purchasing/CompetitiveSolicitations.aspx>". Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules. RFP tabulations or recommendations are available through the District's website and notices will not be mailed. SBSC Policy # 7.71 Resolution of RFP Protest may be found online at <http://www.scps.k12.fl.us/Portals/53/assets/pdf/PolicyFiles/boardpolicies.pdf>.

11. **RFP PREPARATION COSTS.** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP.
12. **PRICING / TAXES.** All pricing shall be based on FOB Seminole County Florida and will include all packaging, handling, shipping charges, and delivery to any point within Seminole County Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida sales taxes.
13. **TERMS OF PAYMENT / INVOICING.** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Contractor's invoice. Itemized invoices bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
14. **WARRANTY.** All goods and services furnished by the Contractor, relating to and pursuant to this RFP will be warranted to be free of defects, meet or exceed the Specifications contained herein, and fit for the intended use. In the event of breach, the Contractor will take all necessary action, at Contractor's expense, to correct such breach in the most expeditious manner possible.
15. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the School Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Contractor, its agents, employees, or representatives, or are arising from any Contractor furnished goods or services, except to the extent that such damage is directly and solely due to the negligence of the School Board.
16. **SOVEREIGN IMMUNITY / LIMITED LIABILITY.** Notwithstanding any provision herein or attached hereto, nothing shall be construed as a waiver of SBSC's rights and sovereign immunities under Florida Statutes. SBSC damages shall be limited in accordance and to the extent allowed by §768.28 Florida Statute.
17. **LAWS AND REGULATIONS.** Contractors 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. Contractors agree not to discriminate against any employee or applicant for employment because of race, sex, 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.
18. **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 Seminole County Florida or for federal court be United States District Court, Middle District of Florida, Orlando Division.
19. **CONTRACTOR'S EMPLOYEE BACKGROUND CHECK.** All service provider employees that require access to school campuses must be cleared by SBSC or an appropriate agency and wear a current and appropriate picture identification badge. Contractors hereunder shall comply with the required background check of employees as may be applicable and failure to comply shall be considered a material breach of contract.
 - A. **Clearance by SBSC:** Contractor will comply with the requirements of the Jessica Lunsford Act §1012.465 Florida Statute in regards to fingerprinting and level 2 background screenings of all applicable employees and any subcontractor employees. Refer to <http://www.scps.k12.fl.us/Portals/0/assets/pdf/frontpage/JLAct.pdf> for SBSC for Background Check Requirements

- B. Clearance by Others: Pursuant to §1012.468 Florida Statute, Contractor employee have been cleared by another agency and must already possess a uniform statewide identification badge issued by the agency.
20. **CONTRACTOR'S PUBLIC RECORDS.** Pursuant to §119.0701 Florida Statutes, "Contractors" as defined by statute that enter into a contract for services with the School Board and is acting on behalf of the School Board is required to comply with public records laws and to specifically:
- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - B. Provide the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided by statute 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.
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.
 - E. If a contractor does not comply with a public records request, the School Board shall enforce the contract provisions which may include immediate termination of contract.
21. **PATENTS, COPYRIGHTS & ROYALTIES.** Contractors agree to indemnify and save harmless the School Board, 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 Contractor 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 Contractor.
22. **PERMITS/LICENSES/FEES.** Any permits, licenses, or fees required will be the responsibility of the successful Contractor; no separate or additional payment will be made. A copy of these licenses and permits shall be submitted to the Buyer prior to commencement of work. If the service(s) being provided requires that individuals or organizations be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such license(s) should be obtained by the RFP due date and time. For state licensing, contact the Florida Department of Business and Professional Regulation, Tallahassee, FL 32399-0797, Phone 850.487.9501.
23. **TERMINATION.**
- A. **DEFAULT.** The School Board may terminate all or any part of a subsequent award by giving notice of default to Contractor, if Contractor: refuses or fails to deliver the goods or services within the time specified; fails to comply with any of the provisions of this RFP, or so fails to make progress as to endanger performances, hereunder, or;
 - 1) Becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School Board's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.
 - B. **CONVENIENCE.** The School Board may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Board's sole obligations will be to reimburse Contractor for:
 - 1) Those goods or services actually shipped / performed and accepted up to the date of termination, and
 - 2) Costs incurred by Contractor for unfinished goods, which are specifically manufactured for the School Board and which are not standard products of the Contractor, as of the date of termination, and a reasonable profit thereon.

- 3) The School Board is not responsible for loss of anticipated profit. Any reimbursements made by the School Board shall not exceed the RFP value.
- C. **FUNDING.** Contracts awarded hereunder are subject to the appropriation and availability of funds as approved by the School Board of Seminole County Florida. In the event funding for the specific purpose of this solicitation is not funded or such funds are insufficient, the contract may be terminated immediately without penalty.
24. **STOP WORK ORDER.** The School Board may at any time by written notice to the Contractor stop all or any part of the work for this RFP award. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board 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 RFP terms and conditions.
25. **PERFORMANCE.** In an effort to reduce the cost of doing business with the School Board, and unless indicated elsewhere a bid or performance bond may not be required. However, upon award and subsequent default by Contractor, the School Board reserves the right to pursue any or all of the following remedies:
- A. To accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original award the difference in cost via a deduction to any outstanding or future obligations;
 - B. The Contractor in default will be barred for consideration of future RFP awards for a period of time determined by the severity of the default, but not exceeding two years.
 - C. Any other remedy available to the School Board in tort or law.
26. **LIQUIDATED DAMAGES RECOVERY.** The Proposer agrees to the use of Liquidated Damages Recovery in the event Proposer fails to perform in accordance with the provisions herein. On the occasion where the Proposer has been found to be in default of contract, or any material provision thereof, or fails to remedy any deficiency in performance, SBSC may procure the necessary supplies or services from an alternative source and hold the Proposer financially responsible for any excess costs incurred. The difference between the proposal price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Proposer. In addition, default will result in termination of contract and a prohibition against future business with SBSC for a term of not less than two years.
27. **FORCE MAJEURE.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
28. **PAYMENT ASSIGNMENT.** Any purchase order or contract issued pursuant to an award hereunder, and the monies that may become due are not assignable except with the prior written approval of the School Board, through the Purchasing and Distribution Services Department.
29. **AUDIT AND INSPECTION.** The School Board or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents / records in any form shall be open to the Board's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the Board and the Contractor.

- 30. PUBLIC ENTITY CRIMES.** A Proposer, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a RFP on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit RFPs 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 dollar threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
- 31. OTHER GOVERNMENT ENTITIES.** Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- 32. DRUG-FREE WORKPLACE.** Whenever two or more RFPs are equal with respect to price, quality, and service, a RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process. If the Contractor does not maintain a formal "Drug Free Workplace" or does not perform random drugs tests on its employees, then the Contractor's employee must submit to a drug test by the School Board at an additional cost prior to working on the School Board account. Refer to ATTACHMENT – 1.
- 33. CONTINGENT FEE PROHIBITED.** The Proposer warrants that they have not employed or retained any third party other than the Proposer's employee or agent to solicit or secure an award hereunder and that they will not pay a fee, commission, percentage, gift or other consideration to a third party upon or resulting from the award hereunder. Violation shall constitute a breach of contract and termination of agreement and a deduction from any outstanding obligations for the full amount of the fee, commission, percentage, gift or consideration paid.
- 34. SUB-CONTRACTORS.** The Proposer is responsible for performance and meeting all specifications and for the performance of any sub-contractors used in conjunction with an award hereunder. The Proposer must disclose the name(s) of any sub-contractor(s) used to satisfy performance herein and insure that the sub-contractors are qualified, insured, and that sub-contractors' employees have security clearance and meet all requirements set forth herein.
- 35. INSURANCE.** The Contractor will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board. The Contractor will, at the request of the School Board, supply certificates evidencing such coverage. Additional insurance requirements may be specified herein.
- 36. AGREEMENT FORM.** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- 37. FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS.** Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered respondents must have an active status in order to be eligible to do business with the School Board. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org

END OF GENERAL PURCHASING TERMS AND CONDITIONS

I. PURPOSE.

The School Board of Seminole County (SBSC) operates over sixty-four (64) facilities located throughout Seminole County that may require temporary employees. Each department may utilize the resulting Agreements from this RFP to fill the individual needs of that department.

Services are required to effectively meet the following needs:

- To handle peak workloads or special projects;
- To reduce personnel overhead expenses;
- To fill in during temporary absences of permanent employees;
- To evaluate positions for permanency;
- To supply specialized needs; and,
- Other purposes that may not be known at this time.

There is no guarantee of the number of employees or hours that will be required from the resulting Contract Agreements.

II. SPECIAL TERMS AND CONDITIONS

1. **CONTRACT AWARD TERM.** Temporary Staffing Services will be effective for five (5) years upon award by the School Board. The contract may be renewed one (1) additional two (2) year period. The contract is subject to review and renewal by the School Board after the initial contract period. Renewal will in part be dependent upon acceptability of cost, quality of service, provider stability, and market conditions.
2. **RFP CLOSING DATE.** Proposals must be received by the SBSC's Office of Purchasing & Distribution Services, 400 East Lake Mary Blvd, Sanford, Florida 32773, no later than 3:00 p.m., local time, on October 21, 2015. Proposals received after this time will not be considered. Proposals may not be modified after the RFP closing date and time.
3. **DELIVERY OF PROPOSALS.** All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

The School Board of Seminole County, Florida
Purchasing and Distribution Services
400 East Lake Mary Blvd
Sanford, FL 32773

Please cut out below and place on outside of bid proposal.
Mark package(s) "**RFP #15160018P-DW – Temporary Staffing Services**"

*** DO NOT OPEN * SEALED PROPOSAL * DO NOT OPEN ***

SEALED PROPOSAL NUMBER: RFP 15160018P-DW

PROPOSAL TITLE: Temporary Staffing Services

PROPOSAL DUE ON October 21, 2015 AT 3:00 P.M.

PROPOSAL ENCLOSED _____ "NO PROPOSAL LETTER" ENCLOSED _____

Deliver To: The School Board of Seminole County, Florida
Purchasing and Distribution Services
400 East Lake Mary Blvd
Sanford, FL 32773

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to the Purchasing & Distribution Services at the above address. The delivery of responses to the School Board of Seminole County Purchasing & Distribution Services prior to the specified date and time is solely and strictly the responsibility of the respondent. Any submittal received after the specified date and time will not be considered. To be considered, **a proposal must be received and accepted in the Purchasing Office before the RFP Closing Date and Time.**

4. **PRE-SOLICITATION MEETING.** A voluntary pre-solicitation meeting will be held for all interested Proposers on October 06, 2015, 1:00 PM at the SCPS Educational Support Center, 400 E. Lake Mary Blvd, Sanford, FL 32773, Room #108. An overview of the solicitation process and review of scope of services will be conducted including a question and answer opportunity for the Proposers.
5. **PROPOSAL FORM.** Firms interested in providing the required professional services shall submit **one (1) original 3 ring binder**, marked "ORIGINAL", and **Eight (8) COMPLETE electronic copies on separate CD's or flash drives in PDF format**, of the requested qualification data for evaluation.

*******If a Non-disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD or copies. Confidential materials shall be segregated on a separate CD, plainly labeled "Confidential Materials". *******

Failure to provide the required copies and information may result in the proposal not being considered. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound.

III. SCOPE OF WORK OR SERVICES.

1. **SCOPE.** During the August through May school period each year, SBSC has historically utilized an estimated 450 temporary staffing service employees per day. Occasional needs for temporary staffing service employees may occur during the summer months of June and July as well. Successful proposer shall have sufficient staff readily available to be assigned to SBSC cost centers as requested upon bid award.
2. **HIRING CRITERIA.** The agency shall certify that all temporary personnel furnished will meet the following criteria:
 - Comply with the requirements of the Jessica Lunsford Act §1012.465 Florida Statute in regards to fingerprinting and level 2 background screenings of all applicable employees
 - Five Panel Drug Screening Test (Minimum)
 - Facilitate Training/Orientation information provided by District prior to placement.
 - Completed Form I-9 – Employment Eligibility Verification Form
 - Qualifications as listed on job description

It will be understood by and agreed by all parties that agencies awarded the bid are independent contractors. The agency will certify that the personnel provided have been properly screened, hired and are qualified to perform their duties in accordance with all applicable federal, state, and local laws, ordinances and regulations. Any costs associated with the screening and hiring of agency's employees is the sole responsibility of the agency and in no way involves the SBSC.

3. **RECIPROCAL AGREEMENT.** Employees recruited and hired by the Agency cannot be hired on a regular basis by the SBSC until the employee completes 60 business days from the date of hire, regardless of the hours worked on the Agency's payroll. This condition may be waived by the Agency upon special request by the SBSC. Any special request will be submitted by the school/department to

the Agency in written form. The Agency must provide a written response to the requestor releasing the temporary worker for employment by the SBSC.

4. **EMPLOYEE PLACEMENT.** Most employees are expected to report to work site within twenty-four (24) hours of notification to the Agency. In some cases departments may have a need for same day service. Each work assignment will be a minimum of three hours per day. Start and End times will vary by school and department.

Job orders may be placed by any school principal, supervisor, or manager (Client) by email and/or telephone. Job orders will include type of job, location of job, hours, expected duration of assignment, supervisor's name, and any other pertinent information. The Client will contact the Agency of their choice directly with the job order. The Agency will be responsible for locating the best qualified employee available for that position. First priority will be given to any special personnel requests made by the Client. The Agency will contact the Client prior to assigning new employees to existing job orders and will assign the new employee as directed by the Client based on their established priorities. The Agency will confirm via email/telephone to the appropriate staff member who placed the order, the name of the Agency employee assigned to their order.

In the event of incompatibility, insubordinate or less than expected performance by one of the Agency's employees, the Client need only place an email/telephone call to the Agency's office. The Agency is responsible for replacing any employee due to non-performance or non-compliance of assigned job, as well as responsible for notifying said employee of such. In the event of illness or unforeseen emergencies regarding the Agency employee, the Agency is solely responsible for replacement of said employee. Note: The request to remove any employee from this contract will, in no instance, be considered a request for the Agency to terminate the designated individual from the Agency's employment. The sole intent is removal from this contract.

5. **SERVICE GUARANTEE.** This guarantee states the Agency will not invoice for an employee whose work was deemed unsatisfactory within the first three hours of the assignment. Recognizing that no matter how thorough an evaluation process may be, events will occur which require the Agency to reassign or terminate employees.
6. **ADDITIONAL JOB DESCRIPTIONS.** The SBSC may choose to obtain temporary personnel for additional job categories at any time during the term of the contract. The pay rate will be determined by the SBSC for the specific job categories as required. SBSC reserves the right to negotiate the markup rates for positions not listed in this RFP. The SBSC and the Agency will mutually agree to implementation schedules and dates.
7. **INVOICING.** The Agency and employee are responsible for the correct completion of his/her time sheet. Each time sheet is completed reflecting the employee's name, school/department name, address, city, job title, and employee identification number. Further breakdown shows the day of the week worked, the date, the actual start time, the actual finish time, the lunchtime taken (if applicable) and the number of regular hours for the day. The SBSC supervisor will email timesheet to the Agency. For instances where the SBSC supervisor does not email the timesheet to the Agency, the timesheet with the employee's signature must accompany an authorized Client signature in order for the timesheet to be considered valid and completed. All times are rounded to the nearest quarter (1/4) hour. For food service personnel, an electronic time clock system will be utilized. Dining Services will provide each agency an Excel or comma delimited (csv) formatted file containing employee ID (provided by Agency), employee name (Last & First), location code, dates and hours worked, hourly bill rate and total bill rate for the day. When invoicing Dining Services, the Agency will need to submit an Excel 2003 (xls) or 2007 (xlsx) or comma delimited (csv) formatted file containing Agency's name, unique invoice number, employee ID, employee last name, employee first name, location code, total hours worked, dates worked, hourly bill rate and total bill rate for the day. Example provided in Exhibit B.

8. **REPORTS.** The Agency will provide monthly to the SBSC an employee turnover/utilization report. At a minimum, this report will contain by location the names of the employees utilized, the hours they worked and billed amount. The purpose of this report is to determine variances in employee retention by location.

9. **CONTRACTORS PERSONNEL CONDUCT:**

During the performance of the contract, the bidder agrees to the following:

- a) The bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the bidder. The bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The bidder, in all solicitations or advertisements for employees placed by or on behalf of the bidder shall state that such bidder is an Equal Opportunity Employer.
- c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) The bidder shall include the provisions of the foregoing paragraphs A, B, and C, above, in every subcontract or purchase order so that the provisions will be binding upon each bidder.
- e) The bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
- f) Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the bidder or personnel furnished by the bidder in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the bidder or any employee or agents of the bidder or personnel furnished by the bidder, without the prior written consent of the School Board.
- g) All employees assigned by the Bidder to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Bidder's responsibility to insure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Bidder's employees.
- h) The personnel employed by the Bidder shall be capable employees, age 18 years or above, qualified in this type of work.
- i) It is the Bidder's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
- j) The bidder is expected to pay their employees during their designated pay period.
- k) All District facilities are tobacco free. The Board prohibits the use of tobacco in school buildings. Such prohibition also applies on school grounds, on school buses, and/or at any school-related event. Refer to Board Policies, 7434 - use of tobacco on school premises.
- l) It is the Bidders responsibility to see that every employee on the Bidder's work force is provided and wears the SBSC Identification Badge and when applicable, company shirt/uniform in order to maintain security at the school's facility. It shall be Bidder's responsibility to inform the School District Representative(s) of all new employees promptly at time of employment. All visitors, including volunteers and vendors, are to check in and out with the front office using the applicable software and must wear a badge indicating their visitor status. Refer to Board Policies, 9150 – School Visitors.

- m) The Bidder shall require employees to be dressed in their appropriate work attire and follow all uniform guidelines in place by the District when reporting for duty.
- n) The Bidder shall require their employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.
- o) Employees of the Bidder shall not be assisted nor accompanied by any individual that is not an employee of the Bidder while performing duties in SBSC facilities. This includes, but not limited to: friends, children, and/or other relatives.
- p) Bidder shall report the arrest of any employee working under the terms of this contract to the appropriate SBSC departmental supervisor within twenty-four (24) hours of the arrest or knowledge of the arrest. It will be subject to the approval of the SBSC departmental supervisor whether the employee shall be allowed to continue to work at SBSC locations.
- q) The School District's Representative(s) will determine how the Bidder will receive access to the facility.
- r) If keys are provided and lost, the Bidder will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
- s) The Bidder shall cooperate with any ongoing District investigation involving economic loss or damage to District buildings, or District or personal property therein. The District reserves the right to require any employee of the Bidder to submit to a polygraph test if the District has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Bidder shall obtain a waiver from the employee authorizing the release to the District of information acquired by the Bidder from the polygraph test. The District, at its discretion, may require that the Bidder immediately remove the employee under investigation from working within District buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Bidder's employee, the Bidder will be obligated to cover the cost of the examination. If the test results indicate that the Bidder's employee was not involved in the incident, when the District will pay for the cost of the examination.
- t) **CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY:** The successful Bidder(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any school district property, or at any school board activities. Violations may subject the Bidder and/or the Bidder's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Bidder presently holds. The Bidder(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.
- u) The SBSC is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.
- v) The Bidder(s) employee shall follow all SBSC policies and department guidelines for interaction with school staff and student(s).

- w) Bidder's employees may not solicit, distribute or sell products while on School District property.
- x) The Bidder shall adhere to all of the District's security standards.

10. JOB DESCRIPTIONS/POSITIONS. Job descriptions are listed on the SBSC website- www.scps.k12.fl.us. The Agency will be responsible for the appearance of all their working personnel assigned to a site at all times. The Dining Services dress code is listed on Exhibit C. Employees reporting for food service positions are expected to adhere to the Dining Services dress code starting on day one of their assignment. It is the Agency's responsibility to communicate these requirements and ensure their employees are properly prepared to work.

IV. ECONOMY OF PRESENTATION

Each qualifications package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Elaborate and verbose proposals are discouraged. Special and elaborate printing of proposals beyond that, which is normal for your profession, is discouraged. Information in addition to that specifically requested (i.e. videotapes, photographs, in-depth Firm history, lengthy and repetitive resumes, etc.) is strongly discouraged. The information requested should be submitted in a concise, easy to read format. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is **mandatory** that Respondents follow the format and instructions contained herein. The School District is not liable or responsible for any costs incurred by any Respondent in responding to this RFP including, without limitation, costs for presentations and/or demonstrations if requested. Applications that do not comply with the instructions including information outlined in the Qualification Package Guidelines will not be considered. All information received will be maintained with the project file and cannot be returned.

1. QUALIFICATION GUIDELINE PACKAGE

- a) To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this section. If the Respondent's qualifications package deviates from these instructions, such qualifications package may, in the School District's sole discretion, be rejected.
- b) The School District emphasizes that the Respondent concentrate on accuracy, completeness, and clarity of content.
- c) Cross Referencing to the greatest extent possible, each section shall be written on a standalone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.
- d) Glossary of Abbreviations and Acronyms. Each section shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. If no abbreviations and/or acronyms are used, then a glossary is not required.
- e) Page Size and Format. Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.
- f) Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inches in size. Foldout pages shall fold

entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; and not for pages of text.

- g) Binding and Labeling. All sections of the original qualifications package should be in a 3-ring binder, with section tabs, which shall permit the qualifications package to lie flat when opened. Staples shall not be used.

V. EVALUATION CRITERIA AND AWARD.

The recommendation of the Evaluation Committee is advisory only and shall be submitted to the superintendent for review and recommendation for action to the SBSC. The Superintendent reserves the right to recommend that all submittals be rejected and a new RFP be issued or to submit such other recommendation to the School Board that the Superintendent deems to be in the best interest of the School Board.

In accordance with **Florida Statute 286.0113**, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

(b)1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

2. Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

(c)1. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

2. The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

1. SCORING THE PROPOSALS.

- a. The Evaluation Committee shall consist of a representative of the Business Advisory Committee; School Board Member (Non-Voting); Executive Director of Human Resources and Professional Standards; Executive Director of Elementary Education, Director of Dining Services; Assistant Director of Facilities, Maintenance Operations; Enrichment Coordinator, Extended Day; and Buyer (Facilitating). The Purchasing Department will facilitate the process and be the point of contact for all issues. No attempt should be made by Proposers to contact or influence any committee member directly or indirectly. The Evaluation Committee shall score the entire process.
- b. An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.
- c. The Respondent's response will be scored by Evaluation Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the question.
1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
2 = Marginal: Minimal acceptable performance standards and responsive to the question.
3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
4 = Exceeds Expectations for effectiveness and responsiveness to the question.

NOTE: The Evaluation Committee member's score will be multiplied by the "weighted value" assigned to the different sections listed here, resulting in the total score for that section.

- 2. CRITERIA AND WEIGHTS.** The weight for each criterion is indicated in parenthesis for each section and is the multiplier that will be applied to the scoring as indicated in 1. B. and 1.C. above.

VI. WRITTEN SUBMITTAL REQUIREMENTS.

One (1) original and eight (8) electronic copies of your response should be delivered to the Purchasing & Distribution Services Department, 400 E. Lake Mary Blvd, Sanford, FL 32773-7127 to be received no later than 3:00 pm, October 21, 2015. Each response shall be organized and presented in the following sequence and will include the following as a minimum:

Tab 1 – Respondent's Profile and Submittal Letter – (Weighted Value 10)

RFP Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business.

A brief profile of the firm, including:

- A. A brief history of the business
- B. Organizational structure of business
- C. Project team location
- D. Active business venues (counties, states, etc.)
- E. Present status and projected direction of business
- F. Designation of the legal entity by which the business operates and documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida

Tab 2 – Technical Approach and Key Personnel – (Weighted Value 20)

The Firm's approach and methodology of how the services herein addressed will be provided. Provide implementation plan and supporting documents. Qualifications/resume of the key personnel providing the service requested, including education and training, and experience in services herein addressed.

Tab 3 – Fee Schedule (Weighted Value 40)

The fee schedule proposed for the services as outlined in this RFP and clarified through addenda. List any relevant services that are within the scope of services outlined in this solicitation. This is the initial pricing. The short listed firms may be provided the opportunity to submit a Best and Final Fee Schedule as defined in the definitions and in Section 5.0, Oral Interview or Presentation Evaluation Criteria, Item 5.

Tab 4 – Reporting Services – (Weighted Value 15)

Provide example of reports and documentation as outlined in RFP. The contractor shall identify the method by which it will report to the contract. The contractor shall maintain documentation upon request to the school district.

Tab 5 – Location - (Weighted Value 15)

Provide the physical address (3 year minimum) of the office from which the work will be administered. Attach a copy of your business license. Locations will be awarded points by location with highest value given to proximity to SBSC:

Seminole County – 4
Brevard, Lake, Orange, Osceola, and Volusia Counties – 3
Florida – 2
Other - 1

Tab 6 – References – (Weighted Value 05)

The Respondent shall provide a minimum of three (3) references from owner representatives for projects that the Firm has provided and/or is providing professional services, which are similar in scope to this RFP. References shall be current, dated within two (2) years of this solicitation. **The Respondent shall utilize the Reference Form attached to this solicitation as Attachment “E”.**

Tab 7 - Work Load - (Weighted Value 15)

Provide a list of active contracts, client names, and overall workload with all Owners including the SBSC.

Tab 8 – Financial Statement and Litigation – (Pass/Fail)

All respondents shall supply their most recent financial statement, preferably a certified audit of the last available fiscal year, or their most recent tax return and balance sheet.

Respondents shall submit details of all litigation, arbitration or other claims, whether pending or resolved in the last five (5) years, with the exception of immaterial claims which are defined herein as claims with a possible value of less than \$25,000 or which have been resolved for less than \$25,000. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, case of litigation, matter in dispute, disputed amount, and whether the award was for or against the Respondent.

Tab 9 – Exceptions to Draft Contract (Non-Scored)

Provide any exceptions to the District's standard agreement (Attachment “L”). In addition, respondents must provide any and all documentation or agreements that you anticipate requesting the School Board to incorporate into the final agreement or sign as a result of this RFP award.

Tab 10 – Addenda (Non-Scored)

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

Tab 11 – Required Documents – Provided in order listed below (Non-Scored) – Revise to include the appropriate required documents - Draft List is included here:

Completed Respondents Information Form (page 1 of this RFP)

Attachment “B” Drug Free Workplace Certification

Attachment “C” Debarment Certification

Attachment “D” Conflict of Interest Form

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement.

Attachment “F” Confidential Materials (Exhibit “A”)

All materials that qualify as “trade secrets” shall be segregated, clearly labeled and accompanied by an executed Non-disclosure Agreement for Confidential Materials shall be submitted in this section.

Attachment “G” Certified Business Program Reciprocity Affidavit

Attachment “H” Prohibition against Contracting with Scrutinized Companies

Attachment “I” Emergency/Storm Related Catastrophe Agreement

VII. ORAL INTERVIEW OR PRESENTATION EVALUATION CRITERIA

After an evaluation of the proposals, the evaluation committee may conduct interviews or presentations from a short list of vendors. If this is determined, your company will be contacted for the interview or presentation, which may occur on the date listed in Attachment “A”. Again, this is an optional interview or presentation that will be determined by the evaluation committee. The evaluation committee may provide additional questions to the short listed firms.

SCORING: An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.

The Respondent’s response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the question.
- 1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 4 = Exceeds Expectations for effectiveness and responsiveness to the question.

All presentations shall include at minimum:

- 1. Responsiveness of the Proposal – (Weighted Value 15)**
The respondent’s ability to comply with the minimum qualifications and mandatory requirements of this Request for Proposal.
- 2. Ability, Capacity, and Skill of the Proposer – (Weighted Value 25)**
The ability, capacity, and skill of the Firm to be able to provide the services here in addressed
- 3. Relevant Experience – (Weighted Value 25)**
The experience of the respondent with Florida School Boards and/or other political subdivisions.
- 4. Approach and Methodology – (Weighted Value 10)**
The Firm’s approach and methodology of how the services herein addressed will be provided.
- 5. Location - (Weighted Value 15)**
Provide the physical address (3 year minimum) of the office from which the work will be administered. Attach a copy of your business license. Locations will be awarded points by location with highest value given to proximity to SBSC:
Seminole County – 4
Brevard, Lake, Orange, Osceola, and Volusia Counties – 3
Florida – 2
Other - 1
- 6. Best and Final Offer (BAFO) Fee Schedule – (Weighted Value 25)**
The best and final fee schedule proposed for the services as outlined in this Request for Proposal, clarified through addenda and short-list meeting discussions. The BAFO should be delivered to the Purchasing Representative at least one (1) day prior to the Oral

Interview/Presentation date as instructed in writing by the Purchasing Representative. List any relevant services that are within the scope of services outlined in this solicitation.

VIII. ATTACHMENTS

- "A" RFP Date of Events
- "B" Drug Free Workplace
- "C" Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- "D" Conflict of Interest
- "E" References
- "F" Non-Disclosure Agreement for Confidential Materials
- "G" Certified Business Program Reciprocity Affidavit
- "H" Certification Statement - Prohibition against Contracting with Scrutinized Companies
- "I" Emergency/Storm Related Catastrophe Agreement
- "J" Report of Unsatisfactory Materials and/or Service
- "K" Statement of No Response
- "L" Draft Agreement
- "M" Price Schedule

ATTACHMENT “A”
RFP TENTATIVE SCHEDULE OF EVENTS

Date	Description
October 02, 2015	RFP Posted
October 04, 2015	Legal Advertisement
October 11, 2015	Legal Advertisement
October 06, 2015	Voluntary Pre-Submittal Conference Location: School Board of Seminole County, Florida Educational Support Center 400 East Lake Mary Blvd., Conference Room 108 Sanford, FL 32773 Time: 1:00 PM
October 12, 2015	Question Deadline - due before 3:00 PM Location: School Board of Seminole County, Florida Educational Support Center 400 East Lake Mary Blvd., Sanford, FL 32773
October 13, 2015	Addenda released (if necessary)
October 21, 2015	Submittals Due before 3:00 PM Deliver to: School Board of Seminole County, Florida Purchasing Department, 3 rd Floor 400 East Lake Mary Blvd. Sanford, FL 32773
October 22, 2015	Committee to receive submittals
October 29, 2015	Evaluation Committee Short List Meeting Location: School Board of Seminole County, Florida Educational Support Center 400 East Lake Mary Blvd., Conference Room 108 Sanford, FL 32773 Time: Beginning at 8:00 A.M. - TBD
October 29, 2015	Short Listed Firms Notified
November 06, 2015	Short Listed Firms Oral Presentations/Informal Interviews Location: School Board of Seminole County, Florida Educational Support Center 400 East Lake Mary Blvd., Conference Room 224 Sanford, FL 32773 Time: Tentatively 8:00 A.M – 12:00 P.M. (TBD at Short List Meeting)
November 06, 2015	Award Recommendation Posted
November 06, 2015	Agenda Item Due Date for Top-Ranked Firm
November 17, 2015	Board Approval of Top-Ranked Firms
November 18, 2015	Contract Development
November 24, 2015	Agenda Item Due Date for Approval of Contract
December 15, 2015	Board Approval of Contract

ATTACHMENT “B”

**DRUG FREE WORKPLACE
CERTIFICATION FORM**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are equal with respect to price, quality and service are received by the State or by any political subdivision 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. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature: _____ Printed Name/Title: _____

Company Name: _____

ATTACHMENT “C”

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name

RFP #15160018P-DW
RFP Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT "C" CONTINUED

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

ATTACHMENT “D”

CONFLICT OF INTEREST

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the (*title*) _____ and the duly authorized representative of the firm of (*Firm Name*) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board of Seminole County, nor has any outstanding past due debt to the School Board of Seminole County, Florida; and
4. The School Board of Seminole County reserves the right to disqualify RFPs upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the RFP process as required by law, upon the part of the Respondent(s), the District's Professional Consultant(s) or any District employee(s) who may, or may not, be involved in developing RFP specifications and/or firm RFP schedules. Multiple RFPs from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Respondent is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Respondents, the District's Professional Consultant(s) or District employees. Contractors involved in developing a RFP specification or Contractors with knowledge of RFP specifications prior to the advertisement shall be disqualified from participating in the RFP process.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

COUNTY OF _____ STATE OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires _____ (Seal)

Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.


287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes.

ATTACHMENT "E"
REFERENCE FORM

	The School District of Seminole County, Florida Purchasing and Distribution Services Department 400 East Lake Mary Boulevard Sanford, Florida 32773 Tel: 407-320-0243 Fax: 407-320-0474
The Next Line To Be Completed by the Firm Being Referenced:	
<i>Firm:</i> _____	
<i>SBSC RFP Title: #15160018P-DW – Temporary Staffing Services</i>	

The School District of Seminole County is currently evaluating qualifications of various firms to provide the above professional contract services and the indicated firm has listed you as a reference, having performed similar services for your organization. Please take a few moments to complete the following survey.

This Section To Be Completed by the Reference Provider:	
<p>What specific services did this firm provide?</p> <p>_____</p> <p>Was the firm responsive to your needs and requests? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Was there good communication between the client and the firm? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Was the firm proactive in resolving problems and disputes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Was the staff professional and knowledgeable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Were the services completed on time and within budget? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Has this firm ever been awarded a repeat contract by your organization for similar services? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Would you award a contract to this firm again for similar services? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>How would you rate the overall performance of the firm:</p> <p><input type="checkbox"/> Excellent <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory</p> <p>Comments: _____</p> <p>_____</p>	
Name of Person Providing Information: _____	
Printed name _____	Signature _____
Title: _____	Phone: _____
Company/Agency: _____	

ATTACHMENT “F”



NON-DISCLOSURE AGREEMENT

For

CONFIDENTIAL MATERIALS

Reference # _____

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES. *THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE EVALUATION COMMITTEE ON THE DAY OF THE EVALUATION*, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the School Board of Seminole County, a political subdivision of the State of Florida (the "District"), and the above named Respondent (hereinafter the "Respondent"). The School Board of Seminole County and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School Board of Seminole County for the purpose of responding to a request for qualifications or otherwise conducting business with the School Board; and

WHEREAS, the School Board desires to review such materials in order to evaluate the District's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Respondent agree as follows:

1. **Confidential Materials.** The Respondent warrants and represents to the School Board that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School Board agrees not to disclose such Confidential Materials to third parties.

2. **Additional Materials.** During the course of the negotiations or the business relationship with the School Board, the Respondent may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the School Board, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board acknowledging receipt of such materials.

3. Exclusions. For purposes of this Agreement, the term “Confidential Materials” does not include the following:

- (a) Information already known or independently developed by the School Board;
- (b) Information in the public domain through no wrongful act of the School Board;
- (c) Information received by the School Board from a third party who was legally free to disclose it;
- (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
- (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
- (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non Disclosure by Respondent. In the event that the School Board discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School Board’s prior written consent. Further, upon conclusion of discussions or business transactions between the School Board and the Respondent, or at any time upon request of the School Board, Respondent agrees to return such information (including any copies) to the School Board.

5. Duty of Care. Each Party agrees to treat the other Party’s confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party’s information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School Board’s ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School Board to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School Board in defending the denial of the records request, and shall hold the School Board harmless from any claim for statutory costs and attorneys fees arising from the School Board’s refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School Board be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School Board, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School Board designates the following address for such notice:

The School Board of Seminole County, Florida
Director of Purchasing and Distribution Services
400 East Lake Mary Blvd.
Sanford, FL 32773

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Seminole County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

12. Respondent and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The School Board of Seminole County, Florida

BY: _____
NAME: Cheryl L. Olson, CPPO, C.P.M., CPM, FCCN
TITLE: Director of Purchasing and Distribution Services
DATE: _____

Respondent

BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTACHMENT “F” CONTINUED

NON-DISCLOSURE AGREEMENT

For

CONFIDENTIAL MATERIALS

Exhibit “A”

DESCRIPTION OF CONFIDENTIAL MATERIALS

ATTACHMENT "G"
CERTIFIED BUSINESS PROGRAM RECIPROCITY AFFIDAVIT

The School District has implemented a process to track specific categories of certified businesses (minority, women and/or service disabled veterans) as listed below and will accept certifications from the State of Florida Office of Supplier Diversity as well as certifications from other government agencies.

CERTIFIED BUSINESS CATEGORIES (Check One)

____ Asian American (A) ____ African American (B) ____ Hispanic American (C) ____ Native American (D)
____ American Woman (E) ____ Service Disabled Veteran (V)

Certifying Agency Name: _____ *Certification Number: _____ *Expiration Date: _____

Attach copy of Certification from Certifying Agency *Required Information

By signing and submitting this affidavit and business certification copy, I acknowledge individually and on behalf of the applicant business that the applicant and I understand that:

- The attached business certification is a copy of an official business certification as issued by the State of Florida Office of Supplier Diversity or other government agency, and said business certification has not been modified,
- All information and documents submitted to the School Board of Seminole County, Florida becomes an official public record. As such, the District bears no obligation to return to the applicant any items of original production or any copies of file documents,
- The applicant consents to examinations of its books, records and premises and to interviews of its principals, employees, business contacts, creditors, and bonding companies by the District as necessary for the purpose of verifying the applicant's proof of certification,
- The District may request additional documentation not requested on this vendor application, and
- Pursuant to Section 287.094, Florida Statutes, the false representation of any entity as a minority business enterprise for the purpose of claiming certification as such under this reciprocity program may be punishable as a felony of a second degree. The certifying entity may initiate such disciplinary actions it deems appropriate including, but not limited to, forwarding pertinent information to the Department of Legal Affairs and/or certifying entity's legal counsel for investigation and possible prosecution.

Further, applicant declares and affirms that ownership and management of this firm has not changed, except as indicated in the application/affidavit, during the past year since certification status was granted:

Authorized Officer Name: _____

Title: _____

Company Name: _____

Signature: _____

On this _____ day of _____, 20_____, personally appeared before me, the undersigned officer authorized to administer oaths, known to me the persons described in the foregoing affidavit who acknowledged that he/she execute the same in the capacity stated for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal;

Notary Public: _____

Form of Identification Presented: _____

My Commission expires: _____

ATTACHMENT "H"

CERTIFICATION STATEMENT

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither respondent, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473.

_____ Signature	_____ Printed Name
_____ Title	
_____ Company Name	_____ Date

ATTACHMENT "I"

**EMERGENCY / STORM RELATED CATASTROPHE
AGREEMENT**

Due to Acts of God, Acts of Terrorism or War, any vendors working with the School District shall acknowledge and agree to the following terms and conditions. This will allow the District to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School Board of Seminole County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School Board of Seminole County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Seminole County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Cellular Phone Number: _____

ATTACHMENT "J"
REPORT OF UNSATISFACTORY MATERIALS AND/OR SERVICE

SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA
PURCHASING AND DISTRIBUTION SERVICES DEPARTMENT
400 East Lake Mary Blvd.
Sanford, Florida 32773
REPORT OF UNSATISFACTORY
MATERIALS AND/OR SERVICE

Purchase Order No.	Bid No.:
Vendor Name:	User School/Dept.:
Address:	Prepared by:
City, State, Zip:	Date:
Telephone No.:	Principal/Dept. Head Signature:

STATEMENT OF PROBLEM: (Specifics of Unsatisfactory Materials or Service)
<i>Attach supporting documentation</i>

Use reverse side or attachments if necessary

Vendor's Response to Complaint

To Above Referenced Vendor: The above complaint has been submitted by a Seminole County school and/or department. In the space below (or via attachment), kindly respond within 10 days. Failure to respond, or an unsatisfactory response, could result in withholding payment on your invoice, termination of contract, or could be cause for disqualification from future bidding with the School Board of Seminole County.

Response:

Vendor Representative:	Signature:
	Date:
Title:	Telephone No:

ATTACHMENT "K"

STATEMENT OF NO RESPONSE

The School Board of Seminole County, Florida
Purchasing and Distribution Services
400 East Lake Mary Blvd, 3rd Floor
Sanford, Florida 32773

Attn: Douglas Woods, Buyer II
RFP #15160018P-DW – Temporary Staffing Services

We, the undersigned, have decided not to bid for the following reasons.

_____ We do not handle products/services in this classification
_____ Opening date does not allow sufficient time to complete bid
_____ Cannot supply at this time
_____ Suitable but engaged in other work
_____ Quantity too small
_____ Cannot meet required delivery
_____ Equivalent not presently available
_____ Unable to meet specifications
_____ Unable to meet insurance/bond requirements
_____ Please remove our name from the vendor file for the commodity listed above
_____ Please remove our name from the School Board's entire vendor files
_____ Other reasons or remarks

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School Board of Seminole County's vendor list for this commodity.

Company Name _____
Authorized Signature _____
Print Name of Authorized Person _____
Email Address for Authorized Person _____
Telephone Number _____
Fax Number _____

ATTACHMENT "L"

Contract #: _____

Approval Date: _____



DRAFT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the date last signed below by and between **THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA (hereinafter referred to as "SBSC")**, a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127 and _____ (**hereinafter referred to as "Contractor"**), whose principal place of business is _____.

WHEREAS, SBSC is interested in procuring the Contractor's _____ services for the SBSC _____ Department; and

WHEREAS, Florida Administrative Code 6A-1.012 _____ authorizes district school boards to _____ and contract with the Contractor, as best fits the needs of the school district as determined by the District school board; and

WHEREAS, Contractor desires to provide their _____ services to the _____ Department,

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

1.0 SPECIAL CONDITIONS

1.1 TERM OF AGREEMENT. The term of this Agreement shall commence on _____ and continue until _____. Notwithstanding any other termination referenced herein or attached hereto, the School Board reserves the right to terminate this agreement within 30 days prior to the start of each fiscal year (July 1) during the term of this agreement without cause or subject to any penalties or additional obligations.

1.2 SCOPE OF SERVICES. The scope of services to be provided are outlined in the documents listed below and identified herein. In the event of a conflict, the order of precedence shall be as follows:

- 1.2.1** Request for Proposal issued by SBSC.
- 1.2.2** Best and Final Offer provided by Contractor.
- 1.2.3** Oral Presentation Material provided by Contractor.
- 1.2.4** Written Submittal provided by Contractor.

1.3 CONTRACTOR'S RESPONSIBILITIES.

1.4 SBSC'S RESPONSIBILITIES.

1.5 PAYMENT & COMPENSATION.

1.6 SBSC Administrator. The SBSC Administrator assigned to act on behalf of SBSC in all matters pertaining to this Agreement and to authorize services, accept and approve all reports, drafts, products or invoices is _____.

1.0 GENERAL CONDITIONS

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

1.2 Child Neglect. The Contractor and its employees shall be subject to the requirements of §39.201 Florida Statute that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline 1-800-962-2873.

1.3 Indemnification. The Contractor agrees to indemnify, hold harmless and defend SBSC, its officers, employees, agents and representatives from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBSC, its officers, employees, agents and representatives may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Contractor, its agents, servants or employees; the equipment of the Contractor, its agents, servants or employees while such equipment is on premises owned or controlled by SBSC; or the negligence of the Contractor or the negligence of the Contractor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBSC's property, and injury or death of any person whether employed by the Contractor, SBSC or otherwise.

SBSC agrees to be responsible for the acts of negligence by its officers, employees, agents or representatives when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence subject solely to the limitations as set forth in §768.28(5) Florida Statutes.

2.4 Insurance. The Contractor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in Sections 1-5 below.

Insurance listed in Section 1 below is required of all contractors and vendors: SBSC and its board members, officers, and employees shall be named as an additional insured to the Commercial General Liability insurance policy on a form no more restrictive than ISO form CG 20 10 (Additional Insured — Owners, Lessees, or Contractor). If SBSC and its board members, officers, and employees are not named as additional insureds then SBSC reserves the right terminate this agreement.

Insurance listed in Section 2 below: All contractors whose work for SBSC includes products or services, and the value of these products or services are in excess of \$25,000 are required to carry this insurance to the limit listed below.

Insurance listed in Section 3 below: Any contractor or vendor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe SBSC is responsible for the work of the contractor from portal to portal is required to carry this insurance to the limit listed below.

Insurance as listed in Section 4 below: All contractors and vendors that have one or more employees or subcontracts any portion of their work to another individual or company is required to have workers' compensation insurance to the limits listed below. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers' compensation insurance policy. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against SBSC, and its board members, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13).

Insurance as listed in Section 5 below: All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors will carry and maintain policies as described in Sections 1 to 5 above and as checked off in the box to the left of each Section 1 to 5 below. All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. All required insurance policies must be endorsed to provide for notification to SBSC thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Seminole County, Florida.

The Contractor shall, within thirty (30) days after receipt of a written request from SBSC, provide SBSC with a certified copy or certified copies of the policy or policies providing the coverage required by this Section 2.4. The Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Section 2.4.

All insurance provided by the Contractor shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by SBSC. Any insurance, or self-insurance, maintained by SBSC shall be in excess of, and shall not contribute with, Contractor-provided insurance.

☒ 1. Commercial General Liability Insurance:

Bodily Injury and Property Damage

Per Occurrence -

\$1,000,000

General Aggregate -

\$2,000,000

☐ 2. Product Liability and/or Completed Operations Insurance:

Bodily Injury and Property Damage

Per Occurrence -

\$1,000,000

Products – Completed Operations Aggregate -

\$2,000,000

☒ 3. Automobile Liability:

Bodily Injury and Property Damage:

Combined Single Limit (each accident) -

\$1,000,000

☒ 4. Workers' Compensation/Employer's Liability:

W.C. Limit Required* -	Statutory
Limits	
E.L. Each Accident -	\$
500,000	
E.L. Disease – Each Employee	\$ 500,000
E.L. Disease – Policy Limit	\$
500,000	

☐ 5. Professional Liability Insurance (Errors and Omissions):
 For services, goods or projects that will exceed \$1,000,000 in values over a year.
 Each Claim -
 \$1,000,000
 Annual Aggregate -
 \$2,000,000

For services, goods or projects that will not exceed \$1,000,000 in values over a year.
 Annual Aggregate -
 \$1,000,000

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by the Contractor pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of SBSC), the Contractor shall be responsible for paying on behalf of SBSC (and any other person or organization that the Contractor has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

The Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work.

Professional Liability coverage must be maintained in the amounts stated above for a two-year period following completion of the contract.

Compliance with these insurance requirements shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to SBSC or SBSC's board members, officers or employees by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to SBSC under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from the responsibility to provide insurance as required by this Agreement.

2.5 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

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

2.7 Access to and Retention of Documentation. The SBSC, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement

for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the SBSC has made final payment and all services have been performed under this agreement.

2.8 Contractor's Public Records. Pursuant to §119.0701 Florida Statutes, "Contractor" as defined by statute that enter into a contract for services with the School Board and is acting on behalf of the School Board is required to comply with public records laws and to specifically:

2.8.1 Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

2.8.2 Provide the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided by statute or as otherwise provided by law.

2.8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

2.8.4 Meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

2.8.5 If the Contractor does not comply with a public records request, the School Board shall enforce the contract provisions which may include immediate termination of contract.

2.9 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

2.10 Termination. This Agreement may be canceled with or without cause by SBSC during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

2.11 Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

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

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

2.15 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term herein. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such

provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

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

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

2.19 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBSC. This contract may not be assigned by the Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of the SBSC which consent the SBSC may withhold in its sole discretion.

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

2.21 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

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

To SBSC: Superintendent of Schools
The School Board of Seminole County, Florida
400 East Lake Mary Boulevard
Sanford, FL 32773-7127

With a Copy to: Director of Purchasing and Distribution Services
The School Board of Seminole County, Florida
400 East Lake Mary Boulevard
Sanford, FL 32773-7127

To: _____

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

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

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

2.26 Independent Contractor. The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of SBSC. The Contractor certifies that its owner(s), officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the SBSC.

2.27 Conduct While on School Property. The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with SBSC policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the SBSC. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

2.28 Copyrights. The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and, any rights of copyright to which a grantee, sub grantee or a Contractor purchases ownership with grant support. Furthermore, the parties agree that the SBSC has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District for purposes related to SBSC business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the SBSC provided that such material was copyrighted by Contractor before performance under this agreement and was not developed specifically for SBSC under this Agreement.

2.29 Debarment. By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify SBSC within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a) – (d) above, with respect to Contractor or its principals.

2.30 Confidential Student Information. Notwithstanding any provision to the contrary contained in this agreement between the Contractor and SBSC; Contractor and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records, Further, Contractor for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the SBSC and its officers and employees harmless for any violation of this covenant, including but not limited to defending the SBSC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the SBSC or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the SBSC arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

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

**THE SCHOOL BOARD OF SEMINOLE
COUNTY, FLORIDA**

CONTRACTOR:

By _____
Tina Calderone, Ed.D., Chairman Signature

Date Approved: _____

Printed Name / Title

Date: _____

ATTEST:

ATTEST:

By _____
Walt Griffin, Ed.D., Superintendent

By _____
Signature

Printed Name / Title

Contractor Name: _____ Phone # _____ Email: _____

Attachments:

Agency End of Week Report

Dates: 9/21/2015 - 9/25/2015

Agency Name

Agency	Site Code	Site Name	Last Name	First Name	Date	Employee Number (unique identifier per employee)	Rounded Hours	Contract Rate	Hours * Rate
name	0021	Hamilton Elementary	Allen	Kathy	2015-09-21	84069	4.75	\$10.09	\$47.93
name	0021	Hamilton Elementary	Allen	Kathy	2015-09-22	84069	4.75	\$10.09	\$47.93
name	0021	Hamilton Elementary	Allen	Kathy	2015-09-23	84069	5	\$10.09	\$50.45
name	0021	Hamilton Elementary	Allen	Kathy	2015-09-24	84069	4.75	\$10.09	\$47.93
name	0021	Hamilton Elementary	Allen	Kathy	2015-09-25	84069	5	\$10.09	\$50.45
name	0021	Hamilton Elementary	Jones	John	2015-09-21	84151	5.25	\$10.09	\$52.97
name	0021	Hamilton Elementary	Jones	John	2015-09-22	84151	2.5	\$10.09	\$25.22
name	0021	Hamilton Elementary	Jones	John	2015-09-23	84151	5	\$10.09	\$50.45
name	0021	Hamilton Elementary	Jones	John	2015-09-24	84151	5.25	\$10.09	\$52.97
name	0021	Hamilton Elementary	Jones	John	2015-09-25	84151	5.25	\$10.09	\$52.97
name	0031	Bear Lake Elementary	Williams	Jane	2015-09-23	88003	4	\$10.09	\$40.36
name	0031	Bear Lake Elementary	Williams	Jane	2015-09-24	88003	4.5	\$10.09	\$45.40
name	0031	Bear Lake Elementary	Williams	Jane	2015-09-25	88003	4	\$10.09	\$40.36
name	0041	English Estates Elem	Smith	James	2015-09-21	82171	5	\$10.09	\$50.45
name	0041	English Estates Elem	Smith	James	2015-09-22	82171	5	\$10.09	\$50.45
name	0041	English Estates Elem	Smith	James	2015-09-23	82171	5.25	\$10.09	\$52.97
name	0041	English Estates Elem	Smith	James	2015-09-24	82171	5	\$10.09	\$50.45
name	0041	English Estates Elem	Smith	James	2015-09-25	82171	5	\$10.09	\$50.45

Dining Services Team Member Dress Code: 2015-2016

Personal Hygiene

- Bathing, clean and neat hair, tooth brushing/oral care and use of an antiperspirant or deodorant are required every day

Clothing

- All clothing must be clean; free of stains, wrinkles and holes
- Undergarments are required to be worn at all times and should not be visible at any time
- Khaki, black or dark blue pants/ slacks (jeans are not permitted except on designated school spirit days)
- Solid-colored shirt (short or long sleeve) with collar
- Socks required
- Non-slip, fully enclosed shoes only (No shoes with raised heels)
- Shirt with school logo allowed on school scheduled spirit days
- Long sleeve solid-colored undershirt can be worn under collared shirt or spirit shirt
- Photo identification badge must be visible to guests and worn when on school campus during the work day

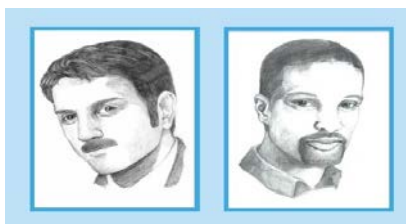
Hairstyling and Coloring

- Hair is to be off the collar, shoulders and away from face
- Hair should be neatly combed and arranged in a classic, easy-to-maintain style. Extreme styles are not permitted
- If the hair color is changed, it must be natural-looking and well maintained. Subtle highlighting or frosting is permitted as long as it creates a uniform look over the whole head
- Visor provided by Dining Services must be worn in production and serving areas to prevent food contamination
- Artificial eye lashes are not permitted

Facial Hair

- Well-groomed uniformed mustache or goatee no longer than $\frac{1}{4}$ inch in length is acceptable
- Aside from approved styles, team members will be clean shaven every day

Acceptable Facial Hair



Hands and Nails

- Nails should be kept short, clean and free of polish
- Artificial nails or tips are not permitted
- The only permitted jewelry is one plain band (no stones); all other jewelry including wrist watches must be removed before starting work

Body Alteration or Modification

- Tattoos must be discreetly and completely covered at all times and not visible to guests
- Body piercings
 - Earrings- no more than one per ear; stud less than $\frac{1}{4}$ inch in diameter and hoop less than $\frac{3}{4}$ inch in diameter are allowed (ear gauges are not allowed)
 - Nose stud- one small stud (max 2mm) is allowed (no septum or rings)
 - No other visible pierced jewelry or body adornments are allowed while working

In Case You were Wondering....

- No hair nets, sweatshirts, hoodies, T-shirts, athletic pants, shorts, leggings, jeans (except as noted above), sweatpants, sandals, flip flops, clogs or cowboy boots