



THE LEON COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
3397 WEST THARPE ST.
TALLAHASSEE, FLORIDA 32303

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:
April 14, 2011

PURCHASING CONTACT:
June Kail - 488-1206
kailj@leonschools.net

BID TITLE:
Temporary Personnel Services District Wide

BID NUMBER:
4999-2012

BID OPENING DATE & TIME:

May 10, 2011 @ 2:00 P.M. EST

NOTE: BIDS RECEIVED AFTER THE OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Leon County, Florida, solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Bids will not be accepted unless all conditions have been met. In the event of a conflict between the General Bid Terms and Conditions and any Special terms and Conditions attached hereto, the Special Terms and Conditions shall have precedence. All bids must have an authorized signature in the space provided below. All bids must be sealed and received in the School District's Purchasing Office at 3397 West Tharpe St., Tallahassee, Florida, by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed bids must reference the "Bid Title", "Bid Number" and the "Bid Opening Date & Time". The School District is not responsible for lost or late delivery of Bids by the U.S. Postal Service or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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 BIDDER.

COMPANY NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ (EXT) \_\_\_\_\_ FACSIMILE NUMBER \_\_\_\_\_

EMAIL: \_\_\_\_\_

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID 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 TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE: \_\_\_\_\_ TYPED OR PRINTED NAME \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE \_\_\_\_\_

**BID IDENTIFICATION LABEL**

**NOTICE TO ALL BIDDERS:** A label has been provided to properly identify your bid. Place the bid in a sealed envelope, type the name and address of the bidder on the label and affix the label to the front of the envelope.

The Leon County School District Purchasing office is open from 8:00 a.m. - 5:00p.m. Monday through Friday. If you are hand delivering a proposal, a Purchasing representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope.

|  |                                 |
|--|---------------------------------|
| <b>Sealed Bid – DO NOT OPEN</b>  | <b>Sealed Bid – DO NOT OPEN</b> |
| <b>Bid Title:</b> Temporary Personnel Services District Wide   |                                 |
| <b>Bid No.:</b> 4999-2012  |                                 |
| <b>Bid Opened:</b> May 10, 2011 @ 10:00 a.m.   |                                 |
| <b>From:</b>   |                                 |
| <b>Address:</b>  | _____                           |
|  | _____                           |
|  | _____                           |
| <b>Deliver To:</b> Leon County Schools<br>Purchasing Department<br>3397 West Tharpe Street<br>Tallahassee, Florida 32303 |                                 |
| <b>Sealed Bid – DO NOT OPEN</b>  | <b>Sealed Bid – DO NOT OPEN</b> |

## **I. INTRODUCTION**

The purpose and intent of this Invitation to Bid is to establish a contract, at firm unit prices, to provide temporary personnel services for varying positions, on an as needed basis for the Leon County School District (the District).

## **II. GENERAL TERMS AND CONDITIONS**

NOTE: The term "Bidder" as used within this Invitation to Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Pursuant to D.O.E. Regulation 6A1.012(6) and subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, 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.
- B. AWARD:** In the event of contract award, this contract shall be awarded all or none, to the responsible and responsive bidder (s) whose bid is determined to be the most advantageous to the District, taking into consideration price and other requirements as set forth in the ITB. The District reserves the right to use the second most responsive bidder in the event the original successful bidder of the ITB cannot fulfill their contract.

It is anticipated that a recommendation for award will be presented to the School Board for consideration at its **May 24, 2011** meeting.

- C. TERM:** The initial term of this contract will be after the date of School Board approval, on or about July 1, 2011 through June 30, 2013, and may, by mutual agreement between the School Board of Leon County, Florida and the awardee(s), upon final School Board approval, be extended for three (3) additional one (1) year periods and, if needed, ninety (90) days beyond the expiration date of the current contract period. All prices shall be firm for the term of the contract. The successful vendor(s) agree to this condition by signing its bid.
- D. EXEMPT FROM THIS BID:** Purchases shall not include items available at lower prices on established Florida state contracts, cooperative bid agreements which are awarded by other Florida school boards, city, county, or other local governmental agencies, Florida community colleges, U.S. Communities contracts, GSA contracts and State University System contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.
- D. BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- E. INSPECTION AND READING OF BIDS:** Pursuant to Florida Statute 119.071(b)(1)(a) and 120.57(3) the public reading of the bid tabulation is hereby waived until such time as the District provides notice of intended decision or within ten (10) days after bid or proposal opening, whichever is sooner.
- F. BIDDER'S RESPONSIBILITY:** Before submitting their Bid, each bidder is required to carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this ITB.
- G. OCCUPATIONAL LICENSE:** The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every contractor submitting a bid on this invitation for bids shall include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.
- H. WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this ITB will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.

- I. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Leon 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.**
- J. **QUANTITIES:** Quantities listed in the bid are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this bid. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.
- K. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each 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.
- L. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- M. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- N. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this ITB. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- O. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the BID terms and conditions.
- P. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, 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 Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. **The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage and listing the Leon County School Board as "Additional Insured" on said policies.**
- Q. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- R. **LAWS AND REGULATIONS:** Bidders 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, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment Rights Act, Chapter 440, Florida Statutes, and the rules and regulations promulgated there under. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability or national origin.

**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.**

- S. **PUBLIC ENTITY CRIMES:** A Bidder, 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 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 bids 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 Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- T. **PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- U. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- V. **TERMINATION FOR DEFAULT:** The Director of Purchasing shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.
- W. **TERMINATION/CANCELLATION OF CONTRACT:** The School Board reserves the right to cancel the contract without cause with a minimum 30 (thirty) days written notice. Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract. Termination or cancellation of the contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract. The bidder may cancel the resulting contract with 30 (thirty) days **written** notice to the Director of Purchasing. Failure to provide proper notice may result in the bidder being barred from future business with the School District.
- X. **TERMINATION FOR CONVENIENCE:** The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.
- Y. **DRUG-FREE WORKPLACE:** Whenever two or more Bids are equal with respect to price, quality, and service, a Bid 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.
- Z. **LSBE GOAL:** The District strongly encourages the use of **Local Small Business Enterprises** for participation as partners, joint venturers, prime contractor, sub-contractors and in contracting opportunities. See School Board Policy No. 6.14, Small Business Development Program and the attached "Local Small Business Program" information document if you would like to request certification as a LSBE.
- AA. **AUDITS, RECORDS, AND RECORDS RETENTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder'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 Bidder 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 District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
  1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
  2. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents

(including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
5. Persons duly authorized by the District and Federal auditors, pursuant to Title 45, Code of Federal Regulations, Part 92.36 (I) (10), and Title 34, Section 80.36(i), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**BB. REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace to be tolerated. Violations will be subject to the immediate termination of the contract.

"Firearm" means any weapon "including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with **FS 435.04** will enter onto any school site.

**CC. BACKGROUND SCREENING REQUIREMENTS:** In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policy 2.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policy prior to providing services to the School Board of Leon County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board Policy.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1.12.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law

Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary,

Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. **The cost of a Level II Background Check is currently \$95.00. Remittance shall be in the form of a VISA/MasterCard or money order payable to Leon County Schools. The cost to obtain a mandatory identification card is \$10.00 and will be collected separately.**

Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/BID, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or convictions(s), of any offense enumerated in School Board Policy within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

**LCSB Policy 2.021 is subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.**

- DD. SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expect to receive as a minimum. Bidders offering equivalents or superior products to the brand/model specified will be considered. **The School District reserves the right to determine the acceptability of any alternatives offered.**
- EE. EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, availability and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods.
- FF. CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the ITB Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the Bid. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder'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 Bid. Therefore oral statements given before the bid opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be made available at least five workdays prior to the opening date at <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm>. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

**GG. DISPUTE RESOLUTION CLAUSE:** In the event a dispute occurs, or a clarification of contract terms becomes necessary, please indicate your company representative for arbitration proceedings.

Representative's Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Our District Representative will be: **Mr. Jeff Wahlen  
Ausley & McMullen  
(850) 224-9115**

**HH. PROTESTING BID SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this Bid or any Addenda thereto, shall file a written notice of protest within 72 hours after receipt of the Bid or Addendum and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the school district administration is closed.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board policy 6.09.

**II. NOTICE OF INTENT TO AWARD:** Once bids are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to Award will be posted on the Purchasing Department's Web site @ <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm>. For those who do not have Internet access, the notice will also be posted in a conspicuous location for review in the Purchasing Department Office, located at 3397 West Tharpe Street, Tallahassee, Florida, on/or about **May 16, 2011** and will remain posted for a period of 72 hours or three business days, whichever is later. Interested parties may also call the Purchasing Department at (850) 488-1206 on the aforementioned date to obtain a verbal Notice of Intent to Award.

Bidders shall be notified by certified mail, return receipt requested, of any change in the date established herein for posting of Notice of Intent to Award. In the event the date of the posting is changed, the notification letter shall provide the new date upon which Notice of Intent to Award will be posted. **Since this information is available as outlined above, the Purchasing Department will not mail or fax intent to award notices to all bidders.**

Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this ITB, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, states that the formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Leon County School Board in an amount equal to : (1) twenty-five thousand dollars or two (2) percent of the lowest accepted proposal, whichever is greater, for projects valued over \$500,000.00; and (2) five percent of the lowest accepted proposal for all other projects. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding.

Notices of protest, formal written protests and the bonds required by School Board policy 6.09, shall be considered filed when delivered to and received at the address provided on page one (1) of this ITB. Transmission by facsimile, email, telegram or word of mouth is not acceptable.

**JJ. CONTACT:** All questions for additional information regarding this ITB **must be directed to the designated Purchasing Agent noted on page one.**

All contact and requests for clarifications should be submitted via e-mail to: [kailj@leonschools.net](mailto:kailj@leonschools.net) no later than **April 27, 2011**. Answers will be posted at [www.leon.k12.fl.us/public/business/purchasing/Current%20new.htm](http://www.leon.k12.fl.us/public/business/purchasing/Current%20new.htm) no later than **April 29, 2011**.



**Respondents to this solicitation or persons acting on their behalf shall not contact, between the release of the solicitation and the end of the 72-hour period following the District posting the notice of intended award, excluding Saturdays, Sundays, and holidays, any member of the Leon County School Board, Superintendent or staff concerning any aspect of this solicitation, except in writing to the Purchasing Director or the designated Purchasing Agent noted on page one. Violation of this provision may be grounds for rejecting a response.**

**KK. BID PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.

**LL. TERMS OF AGREEMENT:** 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.

### **III. SPECIAL CONDITIONS**

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. AGREEMENT FORM:** The basis of our agreement shall be the terms and conditions of this Invitation to Bid and the Bidder's response thereto. Any alternative agreement form or document required by Bidder shall be attached with their response hereto. The District reserves the right to reject any terms or conditions in conflict with those set by this ITB or negotiate mutually acceptable terms or conditions as it deems appropriate.
- B. FIRM OFFER:** Any bid may be withdrawn until the date and time set for the opening of the bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the District the services/products set forth in this ITB. Such offer shall be held open for a period of sixty days from ITB opening date or until one of the bids has been awarded by the District.
- C. RESERVATION FOR REJECTION OR AWARD:** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.
- D. CLARIFICATIONS:** The District reserves the right to request clarification of information submitted and/or request related additional information or materials from the Bidder, to accurately evaluate the bid. Such information shall not materially change the original bid response nor serve to allow the addition of new information that was not originally expressed or referenced.
- E. COMPLIANCE WITH STATE/FEDERAL REGULATIONS:** All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Director of Purchasing, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

- F. INDEMNIFICATION:** Successful bidder agrees to indemnify and save harmless the Leon County School District, its officers, agents and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the successful bidder (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the successful bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the successful bidder.

- G. USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
- H. MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford Duval County Public Schools most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, LCSB reserves the right to purchase the item(s) from the State of Florida contract.
- I. TERMINATION:** Except as it relates to any warranty provision established by this agreement and in addition to any and all rights by the parties in law or equity, the Successful Bidder may terminate this agreement at any time with thirty (30) days written notice to other without penalty. The District may unilaterally terminate this agreement with thirty (30) days written notice to Contractor without penalty at any time. In the event of termination, the Contractor (a) shall be responsible for the delivery of all products and services up to the date of termination, or (b) may mutually be canceled without penalty upon agreement by the parties. The District shall be responsible for payment of all goods, materials, and services ordered, received and accepted prior to termination. All warranty provisions as it relates to services/parts purchased during this agreement shall survive any termination between the parties regardless of cause and the supplier agrees to be obligated to continue to provide warranty repair service when and where needed as if no termination has occurred.
- J. GOVERNING LAW AND VENUE:** All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the **State of Florida**. Venue in state court shall be in Leon County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
- K. NONDISCRIMINATION CONTACT INFORMATION:** No person shall on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, or disability be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law. Any employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact: Kathleen Rodgers, Equity Officer, 2757 W. Pensacola Street, Tallahassee, FL 32304; (850) 487-7129; [rodgersk@leonschools.net](mailto:rodgersk@leonschools.net)
- L. CHARTER SCHOOLS:** Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Leon County. The District is not responsible or liable for purchases that may be made by Charter Schools.
- M. PUBLIC RECORDS LAW:** Pursuant to Florida Statute, it is the practice of the Board to make available for public inspection and copying any information received in response to an Invitation to Bid (ITB) or Request for Proposals (BID). No action on the part of the respondent to an ITB or BID will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.
- N. COMPLIANCE WITH SCHOOL CODE:** Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists and further as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

- O. PRICE ESCALATION:** In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the District reserves the right to negotiate the established bid price with the contractor at any time during the duration of this contract after completion of the initial contract term. Price negotiations will be at the sole discretion of the District.

The District may consider pricing increases of the bid item(s) if the following conditions occur:

1. There is a verifiable price increase of the bid item(s) to the contract supplier.
2. The contractor submits to the District, in writing, notification of price increases.
3. The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices.
4. The contractor shall submit the above information to the Director of Purchasing thirty (30) calendar days prior to the effective date of the price increase. Requests for price increases may only be made after the first term of the contract.

When the contractor complies with the abovementioned conditions, the Director of Purchasing will review the information to determine if it is in the best interest of the District to adjust the pricing on the products bid, in conjunction with the contractor's effective date of price increase. The District reserves the right to deny any requests for price increases. The contractor must receive written notification from the Director of Purchasing that the District is in acceptance of the new prices before processing any orders with the new costs.

- P. CONTRACTOR:** The contractor shall carefully review the contract documents and shall report to LCSB any error, inconsistency or omission discovered. The contractor shall perform no portion of the work at any time without contract documents or written approval from LCSB. The contractor shall provide supervision to direct the work using their best skills and attention, and shall be solely responsible for all contracted service means, methods, techniques, sequence, procedures and coordination of all portions of the work under contract. The contractor shall be responsible to LCSB for the acts and omissions of his employees, subcontractors and their agents and employees, or other persons performing any of the work under the contract.
- Q. SUB-CONTRACTORS:** LCSB must approve all sub-contractors in writing prior to them performing any work under this contract. All requests for sub-contractors shall be submitted in writing to the Director of Facilities Maintenance. The vendor will be fully responsible to LCSB for the acts and omissions of the sub-contractor and its employees. All responsibilities relating to the performance of this contract shall remain the responsibility of the vendor.
- R. PERMITS, FEES, NOTICES:** The contractor shall secure and pay for permits when required and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to LCSB, shall assume full responsibility therefore and shall bear all costs attributable thereto.

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#### **IV. INSTRUCTIONS TO BIDDERS AND SCOPE OF WORK:**

- A. **INTENT:** The District is interested in identifying professional staffing firms with the ability to staff, screen and warehouse a pool of non-instructional temporary personnel. The contract resulting from this solicitation will include, but is not limited to the specific positions as identified in these specifications. Contractor(s) should have the ability to provide temporary employment staffing in some or all of the positions as specified.
- B. **INDEMNITY:** All temporary labor furnished by Contractor(s) shall be considered solely Contractor(s) employees or agents, and Contractor shall be fully responsible for payment of all unemployment, social security and other payroll taxes, including contributions when required by law. Contractor(s) agrees to indemnify and hold harmless the District, its affiliates and its customers and their officers, directors, employees, successors and assigns from and against any losses, damages, claims, demands, suits, liabilities and expenses (including reasonable attorney's fees) that arise out of or result from: (1) injuries or death to persons or damage to property, including theft, in any way arising out of or occasioned by, caused or allowed to have been caused by or on account of the performance of the work or services performed by Contractor(s) or persons furnished by Contractor(s), (2) assertions under Worker's Compensation or similar acts made by persons furnished by Contractor(s) or by any subcontractor, or by reason of any injuries to such persons for which Contractor(s) would be responsible under Worker's Compensations or similar acts if persons were employed by the District, or (3) any failure by Contractor(s) to perform Contractor(s) obligations under this clause or the INSURANCE clause. Contractor(s) agrees to defend the District at District's request, against any such claim, demand or suit. The District agrees to notify Contractor(s) within a reasonable time of any written claims or demands against the District for which Contractor(s) is responsible under this clause.
- C. **"EMPLOYEE":** The term "employee" refers to the temporary personnel provided by the Contractor(s). The "employee" as provided by the Contractor(s) shall in no manner be deemed an employee of the District nor be automatically entitled to any benefits such as, but not limited to, insurance, vacation/sick leave, incremental pay raises, etc. that may or may not be afforded to District employed personnel performing same or similar duties.
- D. **INDEPENDENT CONTRACTOR:** It will be understood and agreed by all parties that companies/individuals awarded any portion of this contract are independent contractors. When an independent contractor provides working personnel, the contractor(s) will certify that the personnel provided have been properly screened, hired and trained to perform their duties in accordance with all applicable federal, state, School Board and local laws, ordinances and regulations. All costs associated with the screening, hiring, training and criminal background checks of Contractor(s) employees are the sole responsibility of the independent contractor(s).
- E. **PRIMARY VENDOR AWARD:** Due to the potential for the existence of multiple overlapping personnel needs at any given time, it is the intent of the District to award this contract to a primary vendor and additional alternate vendors. The primary vendor, wherever applicable, and for the positions as awarded, shall always be contacted first for all orders covered under this contract. If, at any time during the contract the primary vendor cannot fulfill any request within the time constraints, then the alternate vendor(s) in priority ranking shall be contacted to fill the order. The primary vendor will be required to furnish the District temporary personnel on 72 hours notice from the authorized requestor. If the primary vendor cannot comply within the 72 hour time frame, the District will proceed to the first alternate vendor to fill the request and if needed will proceed to the next alternate vendor in a continuous cycle until the order is filled.
- F. **EXISTING TEMPORARY PERSONNEL:** The District currently maintains a pool of temporary personnel from the existing contract. The award of this contract does NOT necessitate the need to displace current personnel and/or reassign them to a newly awarded Contractor.
- G. **ADDITIONAL SERVICES:** During the term of this contract, the District may request personnel in additional categories outside of those listed herein. The District shall reserve the right to negotiate pay and bill rates with the awarded Contractor(s) for any job descriptions not listed herein.
- H. **BIDDER QUALIFICATIONS:** By submitting a bid, each bidder certifies that it satisfies, at a minimum, the following criteria:
1. Bidder must maintain a full service office within Leon County, Florida or adjacent counties identified as Gadsden, Wakulla, Jefferson and Liberty County, Florida. Bidder must maintain office hours of 8:00 a.m. to 5:00 p.m. weekdays (minimum) and employ staff capable of handling inquiries and personnel orders during those business hours (including the lunch hour).
  2. Bidder must have been in the business of temporary personnel services for a minimum of five (5) years and have placed a minimum of one hundred (100) temporary employees in the last six (6) months.
  3. Bidder must be able to fulfill a temporary personnel service request within seventy-two (72) hours of receipt from authorized requestor.

4. Bidder is responsible for employment screening of all personnel deployed as a result of this contract award, to include, but not limited to testing, evaluation, ongoing skills training and criminal background clearances.
5. Bidder offers training and testing services to improve existing skill of current staff and to measure skills of potential new hires which include:
  - a. Training services teach proficient use of basic functions and current skills brush-up.
  - b. Testing services measure, at a minimum, speed, accuracy and proficiency.
6. Bidder is responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes including the provision of the distribution of payroll time sheets and checks. Paychecks should include all deductions required of employers by state, federal and local laws including deductions for social security, federal withholding taxes and unemployment compensation funds as required.
7. Bidder shall abide by all ordinances and laws pertaining to business operations and secure all appropriate licenses and permits and readily furnish these documents upon request by the District.
8. Bidder shall be in sound financial position and be qualified to perform the services of this contract.

**I. PERFORMANCE/CONTRACT EMPLOYEE REQUIREMENTS:**

1. All temporary employees provided by the Contractor(s) shall be age 18 years or above and qualified to perform the work as outlined on the job descriptions provided herein. The District reserves the right of refusal and request for immediate replacement of personnel who do not meet the generally accepted qualification standards as provided.
2. All temporary employees provided by the Contractor(s) will be subject to a Level II Criminal Background Screening. Reference General Terms and Conditions, item CC, pages 6-7 of these specifications for detailed requirements. All costs for this background check will be the sole responsibility of the Contractor(s). No temporary personnel will be allowed to work without prior criminal background clearance. **Any violation of this contract provision may result in the immediate termination of the Contractor(s) award at the sole discretion of the District.**
3. All temporary employees assigned by the Contractor(s) shall be physically able to do their assigned work. It shall be the Contractor(s) responsibility to insure that all employees meet the physical standards to perform the work assigned.
4. Employees shall be required to dress neatly, commensurate with the tasks being performed.
5. All Leon County Schools and administrative offices are smoke free. Smoking on school grounds or in and about administrative offices is prohibited.
6. Alcohol, drugs or any illegal substances are strictly prohibited on any Leon County School Board property. Employees shall not possess or be under the influence while on District property.
7. The Contractor(s) is responsible to see that every employee is provided an identification badge.
8. The Contractor(s) shall see that all employees wear their badges such as to be visible at all times when on District premises, and that all employees sign in and out at the location where work is performed.

**J. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY:** The Contractor(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is strictly prohibited on any Leon County School Board property, or at any School Board activities. Violations may subject the Contractor(s) and/or Contractor's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that the responsible party Contractor(s) presently holds. The Contractor(s) are required by the school board to take appropriate disciplinary action in such cases and/or require the employee(s) satisfactory participation in a rehabilitation program. Any Contractor's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the contractor within five (5) working days. Contractor(s) are required to report such convictions to the District within three (3) working days of receiving the information.

**K. PRICING:** The District is asking responding vendors to bid a firm **percentage (%) markup** rate for each of the positions as listed. This firm percentage (%) mark up will be added to the hourly pay rate of the employee, the sum of which will be the billable hourly rate to be paid to the awarded Contractor(s).

1. The vendor's firm percentage (%) mark up shall include any and all costs associated with the services offered including but not limited to travel, insurance, level II background clearance and benefits. The District shall only be charged for personnel services provided and documented. Hours are to be rounded to the nearest one quarter hour.
2. The vendor's firm percentage (%) mark up shall remain constant for the duration of the contract, with the exceptions of increases in the cost of minimum wage, or an increase in state taxes that affect temporary employee providers. The District must approve any proposed increase in the markup percentage rate. Requests for an increase must be submitted to the Director of Purchasing prior to implementation. Contractor(s) must provide documentation that supports the request for an increase in the markup rate. The documentation will be reviewed as to its merit and the District will have sole discretion as to the approval/denial of the requested increase.
3. All service pricing is based on an hourly rate per employee. This hourly billing rate is to include, but not limited to, taxes on labor, insurance benefits, vacations, holidays, liability and workmen's compensation insurance, and all manner of other charges, levies or fees of every description are included as components of the firm percentage (%) mark up and subsequent billing rates set forth on the cost proposal form.

4. The District is not liable for Social Security contributions pursuant to Section 418, US Code, relative to the compensation of the Vendor(s) during the period of this contract. Vendor(s) are solely responsible for any claims made by their workers under the Fair Labor Standards Act.
5. During the term of this contract, should the Vendor(s) be required to increase or decrease their FICA contributions as a direct result of any Federal/State Law, Regulation or Order, an adjustment shall be made to the contract reflecting this modification. Application for a rate adjustment must be made in writing to the Director of Purchasing prior to billing at new rates. Based upon the effective date of a rate change, the Vendor(s) shall invoice or credit the District within thirty (30) days of the bilateral amendment to the contract for the actual amount of the rate change.
6. Minimum wage may be adjusted during the term of this contract. Any request to increase the bill rates to reflect a new minimum wage must be submitted in writing to the Director of Purchasing no later than ninety (90) days prior to the effective date of the minimum wage increase.

**The District will not pay any surcharge/up charge in addition to the bid prices as stated.**

- L. **COMPENSATION:** Awarded contractor(s) employees shall be compensated only according to the position to which they are assigned. These bid specifications provide a range of pay for each position. The bidder is to provide the firm percentage (%) mark up for the given position and pay scale. The District will use the firm percentage (%) mark up to determine the bill rate for a given position. Unless specifically authorized, all temporary personnel will be paid at the base rate of their assigned position.
- M. **OVERTIME:** No overtime is authorized as it pertains to this contract. Temporary personnel are not authorized nor will they be compensated for overtime beyond the normal forty (40) hour work week. Temporary personnel may not be employed in multiple job classifications, at multiple sites, or in any other manner that would cause their total hours worked in a calendar week to exceed forty (40) hours.
- N. **TERMINATION OF CONTRACT:** The District, upon the occurrence of any of the following events or conditions, may terminate the contract:
  1. The District's lack of available funds due to budget allocations. Termination would be immediate.
  2. Failure to comply with the Jessica Lunsford Act may be subject to immediate termination of the contract.
  3. If performance falls below the District's expectations, the contract may be terminated. Satisfactory performance is based upon meeting the job description requirements as outlined in these specifications.
  4. The District reserves the right to cancel this contract, with or without cause, by giving thirty (30) days prior notice to the awarded vendor(s) in writing of the intention to cancel.
- O. **TERMINATION OF PERSONNEL:** The District reserves the right to reject or stop time on any employee of the awarded vendor(s) assigned to fulfill this contract who fails to perform assigned duties satisfactorily, who is not dressed appropriately for an assignment, who **violates any federal, state or local regulation, or Board policy**, disrupts the activities of the site to which employee is assigned, or for any other reason that is considered unacceptable in the judgment of the District.
- P. **PERFORMANCE OF WORK:** Temporary personnel will work under the direct supervision of the District and the District will control the method and means of performing all assigned duties. Examples of work performed described under "Job Description" in these specifications, are not all inclusive. The omission of specific descriptions does not preclude the District from assigning specific duties not listed, if such duties are a logical assignment to the position.
- Q. **AUTHORIZED PERSONNEL:** The personnel employed by the awarded Contractor(s) shall be capable employees qualified in the type of work requested. The awarded Contractor(s) shall provide trained and experienced personnel who will exhibit the capability to operate with minimum supervision. It is the awarded Contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies. Upon request, Contractor(s) shall provide the District with a copy of both documents used for such verification and the Employment Eligibility Verification Form required by the Immigration and Naturalization Service.
- R. **ADDITIONAL PERSONNEL:** Additional positions, not listed on the proposal form, may be required during the contract period. The District reserves the right to obtain additional services under this contract, upon mutual agreement, from the awarded vendor(s) or to obtain such services from other sources. Job descriptions will be provided and a mutually agreeable markup rate will be negotiated.
- S. **HOURS:** Normal working hours are from 8:00 A.M. to 5:00 P.M. with one (1) or one half (1/2) hour for lunch. Scheduled lunch times are not paid. Some site hours vary in beginning and ending time (i.e. 7:00 A.M. to 4:00 P.M.). This contract requires staff availability a minimum of five (5) days per week. The District will determine site schedule, which is subject to change. The District may require a ten (10) hour work schedule during certain periods throughout the year. Awarded vendor's employees will be required to be in compliance with the District's schedule.

- T. HOLIDAYS:** Awarded Contractor's employees furnished under this agreement will observe the same holidays as observed by the District. Awarded Contractor's employees will not work under this agreement on such holidays and no payment will be made by the District for such holidays.
- U. HIRING CRITERIA:** The awarded Contractor(s) must certify that all temporary personnel furnished meet the following criteria:
1. High school diploma or GED – Applies to all categories of workers except Food Service, Custodial and Transportation workers.
  2. Acceptable Fingerprints/Background check (including FDLE and FBI criminal history) applies to all categories of workers.
    - a. To meet the fingerprint requirement, each employee must report to the District's Safety & Security Fingerprint office and complete the current fingerprinting requirements under the Jessica Lunsford Act pursuant to Florida Statute 1012.31.
    - b. Contractor's employees who are not on school grounds when students are present, may be exempt from the fingerprinting requirements.
    - c. After the fingerprints have been submitted and a Level II clearance received, the Contractor(s) will be notified. Temporary employees cannot report to the work site until they have been cleared and have obtained their vendor ID badge.
- V. TIME SHEETS:** The awarded Contractor(s) and employee are responsible for the correct completion of his/her time sheet. Each time sheet is completed reflecting the employee's name, site location, job title and department. Further breakdown shows the day of the week worked, the date, the actual start time, the actual finish time, the lunch time taken (if applicable) and the number of regular hours for the day. All times are rounded to the nearest quarter (1/4) hour. At the end of the week, or at the end of the employee's assignment at that location, hours are totaled. In order to be considered a valid and completed time sheet, the employee signature must accompany an authorized District employee signature. A copy of this completed time sheet is given to the authorized District employee. It is the responsibility of the employee to then deliver the completed, signed time sheet to the Contractor(s) office in order to receive a paycheck. The awarded Contractor(s) and the employee are responsible for a correct and complete time sheet. **Lunch periods are non-paid.**
- W. INVOICES:** Invoices are to be sent to the District's Accounts Payable Department at 2757 W. Pensacola St., Tallahassee, FL, 32304 and must include the following:
1. A purchase order number issued by the District.
  2. Job site, such as school or administrative department, employee name and position title.
  3. Each invoice should include the number of hours worked, hourly pay rate and bill rate and the weekly pay period ending date.
- X. USAGE REPORTS:** A usage report will be periodically requested from each awarded Contractor. The minimum information required on the report is the employee name, position title, site location, and the invoiced total by site location. The report, when requested, should be submitted to June Kail, Purchasing Director.
- Y. RECIPROCAL AGREEMENT:** The District reserves the right to refer individuals to the Contractor(s) for inclusion in their pool of employees. These referrals will be strictly honored as long as these individuals meet the hiring criteria of the Contractor. If the District refers a prospective employee to the Contractor, the District may hire said employee after the employee has worked ninety (90) calendar days from the date of hire, regardless of the hours worked on the Contractor's payroll. Reciprocally, employees recruited and hired by the Contractor can be hired on a permanent basis by the District after the employee has worked ninety (90) calendar days from the date of hire, regardless of the hours worked on the Contractor's payroll. **In such cases, there will not be any additional time constraints or charges by the Contractor(s) either to the District or the employee.**

**V. POSITION TITLE AND JOB DESCRIPTIONS:**

| <b>ADMINISTRATIVE CATEGORY</b>  |                            |  |                      |
|---|----------------------------|--|----------------------|
| <b>Item 1</b>   | <b>Office Clerk</b>        | <b>Pay Range</b>   | \$8.50 - \$13.66 hr. |
| Receive and assist all persons that come into the office. Type forms, reports, memos, minutes, correspondence, newsletters, flyers and/or handbooks. Includes word processing and formatting forms. Set up and organize files and manuals; count and alphabetize records; keep files up-to-date; distribute as needed. Receive, stamp in, and/or distribute in-house memos and supplies. Maintain mail boxes. Make photocopies. Receive, make or transfer telephone calls. Send and receive facsimiles. Perform other duties as assigned.   |                            |  |                      |
| <b>Minimum Qualifications</b>   |                            | High School Diploma or equivalent with no related experience required.   |                      |
| <b>Item 2</b>   | <b>Clerical Assistant</b>  | <b>Pay Range</b>   | \$9.43 - \$15.71 hr  |
| Type forms, reports, memos, minutes, correspondence, newsletters, flyers and/or handbooks. Includes word processing and formatting forms. Receive, stamp in, and/or distribute incoming correspondence and deliveries, handle outgoing mail, distribute in-house memos and supplies. Maintain mail boxes. Set up and organize files and manuals; count and alphabetize records; keep files up-to-date; distribute as needed. Schedule appointments and meetings for students and staff. Liaison between staff, parents, students and principal. Maintain time records. Coordinate schedules and coverage of clerical staff. Send and receive facsimiles. Receive and assist all persons who come into the office. Perform other duties as assigned.   |                            |  |                      |
| <b>Minimum Qualifications</b>   |                            | High School Diploma or equivalent with three years related experience.   |                      |
| <b>Item 3</b>   | <b>Receptionist</b>        | <b>Pay Range</b>   | \$8.50 - \$13.66/hr. |
| Receive and assist all persons who come into the office. Receive, make or transfer telephone calls. Receive, stamp in, and/or distribute in-house memos and supplies. Maintain mail boxes. Type forms, reports, memos, minutes, correspondence, newsletters, flyers and/or handbooks. Includes word processing and formatting forms. Make photocopies. Send and receive facsimiles. Perform other duties as assigned.   |                            |  |                      |
| <b>Minimum Qualifications</b>   |                            | High School Diploma or equivalent with no related experience required.   |                      |
| <b>Item 4</b>   | <b>Secretary</b>           | <b>Pay Range</b>   | \$10.85 - \$18.08 hr |
| Receive and assist all persons who come into the office. Type forms, reports, memos, minutes, correspondence, newsletters, flyers and/or handbooks. Includes word processing and formatting forms. Receive, stamp in, and/or distribute incoming correspondence and deliveries. Set up and organize files and manuals. Maintain leave records. Monitor and record leave accrual for employees. Prepare required reports. Complete payroll reports for salaried staff, temporary and hourly workers, and teachers. Procure equipment and supplies. Prepare requisitions for purchases. Data entry. Schedule appointments and meetings. Liaison between staff, parents, students and principals. Perform other duties as assigned.  |                            |  |                      |
| <b>Minimum Qualifications</b>   |                            | High School Diploma or equivalent with three years related experience.   |                      |
| <b>Item 5</b>   | <b>Executive Secretary</b> | <b>Pay Range</b>   | \$12.47 - \$20.79 hr |
| Type forms, reports, memos, minutes, correspondence, newsletters, flyers and/or handbooks. Includes word processing and formatting forms. Prepare correspondence. Check for grammar and punctuation. May include translations. Maintain and control records. Includes logs, cost records, personnel records, rosters, and general records. Set up and organize files and manuals; count and alphabetize Reception records; keep files up-to-date; distribute as needed. Receive, stamp in, and/or distribute incoming correspondence and deliveries, handle outgoing mail, distribute in-house memos and supplies. Complete payroll reports for salaried staff, temporary and hourly workers, and teachers. Remit to Payroll Department for processing. Monitor expenditures and adjust school/department budgets, as needed. Develop and administer comprehensive office support systems customized to school/department needs. Maintain leave records. Monitor and record leave accrual for employees. Prepare required reports. Address questions, concerns and requests from members of the public. Liaison between staff, parents, students and principal. Liaison among departments, functions, groups, or schools within the district. Prepare requisitions and submit to purchasing. Review and/or revise reports and documents for accuracy and completeness. Maintain time records. Coordinate schedules and coverage of clerical staff. Perform other duties as assigned |                            |  |                      |
| <b>Minimum Qualifications</b>   |                            | A.A. Degree with three years related experience; or Vocational/training (720 hours) with four years related experience; or High School diploma or equivalent with five years related experience. |                      |



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| <b>Item 6</b>   | <b>Account Clerk</b>   | <b>Pay Range</b> | \$10.85 - \$18.08 hr |
| <p>Bill or request payment for rent and other district-related receivables. Set up and organize files and manuals; count and alphabetize Reception records; keep files up-to-date; distribute as needed. Maintain and control records. Includes logs, cost records, personnel records, rosters, and general records. Prepare required reports. This does not include reports for the Board. Account for other funds and programs. Type forms, reports, memos, minutes, correspondence, newsletters, flyers and/or handbooks. Includes work processing and formatting forms. Receive, stamp in, and/or distribute incoming correspondence and deliveries, handle outgoing mail, distribute in-house memos and supplies. Maintain mail boxes. Receive, make or transfer telephone calls. Perform other duties as assigned.</p>  |  |                  |                      |
| <b>Minimum Qualifications</b>   | High School Diploma or equivalent with three (3) years related experience.   |                  |                      |
| <b>Item 7</b>   | <b>Budget Mgt. Analyst</b>   | <b>Pay Range</b> | \$18.97 – 31.61 hr   |
| <p>Analysis of revenues, expenditures, activity costs, and other financial information outside of budgeting tasks. Review and analyze student attendance reports from schools. Make recommendations on annual Average Daily Attendance (ADA) and/or Student Full-time Equivalent FTE projections. Amend student attendance projections to maintain compliance with growth patterns. Perform trend analysis and project growth and revenue generations for ADA/FTE. Review and analyze staffing needs and requests from schools/departments. Make recommendations for annual staffing and maintain compliance with staffing plans. Prepare analytical reports and project growth and cost projections on staffing recommendations and plans. Review and analyze budget requests from schools and support departments. Make recommendations on funding and staffing levels. Prepare analytical reports on budget requests. Analyze and interpret data that are regularly available on non educational programs and performance. Liaison among departments, functions, groups, or schools within the district. Communicate information to appropriate personnel. Plan and implement the actions/activities of the district/area/school staff from different offices/departments working in a collaborative fashion, drawing on diverse skills and strategies. Conduct all tasks related to the preparation of the annual operating or capital budget for schools, departments, or the district. May include meeting with the Finance Committee, Superintendent, or School Board. Prepare annual and periodic budget reports, including the annual budget document distributed to the community and special budget-related reports. Report Preparation (Non-Board) Prepare required reports. This does not include reports for the Board. Review and/or revise reports and documents for accuracy and completeness. This does not include the review of reports and documents covered under subsequent activities. Monitor expenditure and revenue patterns and adjust the budget, as needed. Provide consultation and assistance regarding specific matters within identified area of expertise. Develop plans to deal with specific circumstances (0-1 year) including goals, objectives, and priorities for a school, department, program, or the district. Develop long-range (3 to 5 years) goals, objectives, and priorities for a school, department, program, or the district. Plan, develop and conduct in-service training courses and workshops for staff. Develop, maintain, interpret, and execute administrative procedures and practices. (These procedures and practices do not require Board review or approval, although they may involve implementation of Board approved policies.) This activity includes developing and maintaining manuals regarding policies, procedures, rules, bylaws, and standards for the district (e.g., personnel, accounting, payroll, purchasing, etc.). Coordinate the activities of one or more staff. Assist in scheduling and administrative requirements. Perform other duties as assigned.</p> |  |                  |                      |
| <b>Minimum Qualifications</b>   | B.S. degree or B.A. degree with three years related experience; or A.A. Degree with five years related experience; or Vocational training (720 hours) with six years related experience; or High School diploma or equivalent with seven years related experience. |                  |                      |
| <b>Item 8</b>   | <b>Coordinator</b>   | <b>Pay Range</b> | \$21.81- \$36.35 hr  |
| <p>Provide consultation and assistance regarding specific matters within identified area of expertise. Apply methodologies using standardized protocols for the systematic collection and analyses of data for a variety of audiences and constituencies. Analyze and interpret data that are regularly available on non-educational programs and performance. Develop plans to deal with specific circumstances (0-1 year) including goals, objectives, and priorities for a school, department, program, or the district. Develop, maintain, interpret, and execute administrative procedures and practices. This activity includes developing and maintaining manuals regarding policies, procedures, rules, bylaws, and standards for the district. Coordinate and administer assigned programs and/or activities. Review research requests, plan, design and conduct research projects on specific educational issues. Plan and implement the actions/activities of the district/area/school staff from different offices/departments working in a collaborative fashion, drawing on diverse skills and strategies. Conduct tasks related to the preparation of the annual budget for programs or projects. Direct Supervision Control, review, verify, observe, and manage the work of people reporting directly to you. Develop long-range (3 to 5 years) goals, objectives, and priorities for a school, department, program, or the district. Coordinate the activities of one or more staff. Assist in scheduling and administrative requirements. Monitor and evaluate the performance of your employees. Conduct career counseling. Attend workshops, seminars and/or conferences to sharpen job related skills. Maintain on-going knowledge of new developments in field of expertise, policies, procedures, laws and ordinances, etc. Perform other duties as assigned.</p>   |  |                  |                      |
| <b>Minimum Qualifications</b>   | B.A. or B.S. Degree with six years related; or A.A. Degree with eight years related experience; or High School diploma or equivalent with ten years related experience   |                  |                      |

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| <b>Item 9</b>  | <b>Project Manager</b>  | <b>Pay Range</b> | \$18.97 – \$31.61 hr  |
| <p>Control and monitor projects, oversee administrative details, such as contract billings, project budgets, status reports, etc. Excludes grant administration. Prepare and negotiate contracts/agreements entered into with external agencies and/or vendors. This does not include grant contracts, labor contract negotiating, or bus contracts, which are covered elsewhere. Seek funding from the federal and state governments for special programs. Prepare status and/or final reports for funding agencies. Develop plans to deal with specific circumstances (0-1 year) including goals, objectives, and priorities for a school, department, program, or the district. Analyze and interpret data that are regularly available on non educational programs and performance Prepare required reports. This does not include reports for the Board. Develop long-range (3 to 5 years) goals, objectives, and priorities for a school, department, program, or the district. Provide consultation and assistance regarding specific matters within identified area of expertise. Coordinate activities or programs with outside agencies, such as vocational rehabilitation, police and fire departments and federal agencies, etc. Communicate information internally. Includes legislative liaison, both federal and state. Does not include parent liaison. Liaison among departments, functions, groups, or schools within the district. Communicate information to appropriate personnel. Coordinate the activities of one or more staff. Assist in scheduling and administrative requirements. Publications Write, edit, and produce brochures, catalogs, newsletters, reports, personnel/general bulletins, or specialized publications. Develop concept and layout or script of paid advertisement. Place advertisements in various media. Meet with citizens and parents. Visit schools. Attend meetings of and assist business groups, civic clubs, etc. Promote the programs of the school system. Attend student/teacher/employee and volunteer recognition, interact with the business community and general public, coordinate programs with various local governments. Interact with media. Monitor expenditures and adjust school/department budgets, as needed. Plan, develop and conduct in-service training courses and workshops for staff. Control, review, verify, observe, and manage the work of people reporting directly to you. Attend workshops, seminars and/or conferences to sharpen job-related skills. Maintain on-going knowledge of new developments in field of expertise, policies, procedures, laws and ordinances, etc. Perform other duties as assigned</p> |   |                  |                       |
| <b>Minimum Qualifications</b>  | B.A. Degree or B.S. Degree with six years related experience; or A.A. Degree with eight years related experience; or High School diploma or equivalent with ten years related experience. |                  |                       |
| <b>Item 10</b>   | <b>Construction/Maintenance Project Coordinator</b>   | <b>Pay Range</b> | \$18.40 - \$30.66 hr. |
| <p>Plan new school facilities and renovations to existing facilities, including defining space needs and conducting public hearings. Design new facilities and renovations. Work with architects and users on design issues. Manage the operations of facilities. Solve maintenance, access, traffic, and other facilities-related problems. Inspect facilities. Maintain facilities inventory. Schedule facilities for course and events. Supervise construction of new facilities and major renovations to existing facilities. Oversee administrative details, such as contractor billings, building project budgets, construction contracts, etc. Design implement, and evaluate all fire and security alarm systems in the District buildings. Supervise, review, and monitor the design, construction, renovation, and/or modification of new or existing structures to ensure compliance with legal standards. Monitor expenditures. Inspect facilities, vehicles and entire property for safety problems. Inspect facilities for cleanliness, disrepair, and general housekeeping. Inspect work of contractors. Inspect work of central maintenance crew. Perform other duties as assigned.</p>  |   |                  |                       |
| <b>Minimum Qualifications</b>  | B.A. or B.S. Degree with three years related experience; or A.A. Degree with five years related experience; or High School Diploma or equivalent with seven years related experience.     |                  |                       |
| <b>INFORMATION TECHNOLOGY CATEGORY</b>   |   |                  |                       |
| <b>Item 11</b>   | <b>Computer Operator</b>  | <b>Pay Range</b> | \$12.47 - \$20.79 hr  |
| <p>Operate and maintain the computer system. Work to resolve various system errors or failures. Involves identifying system problems and implementing corrective actions. Problems addressed include hardware, software, and procedure. Log input and output documents. Maintain manuals and publications. Develop and/or maintain job schedules. Submit jobs for processing. Maintain records/logs of jobs completed. Use computer terminals to access data. Enter data. Schedule or arrange for maintenance of personal computers. Identify user requirements, evaluate software alternatives, and make recommendations for the selection of software/hardware. Perform other duties as assigned.</p>  |   |                  |                       |
| <b>Minimum Qualifications</b>  | Vocational training (720 hours) in appropriate area with no related experience; or High School Diploma with one year related experience.  |                  |                       |
| <b>Item 12</b>   | <b>Data Entry Operator</b>  | <b>Pay Range</b> | \$8.50 - \$13.66 hr.  |
| <p>Use computer terminals to access and enter data. Code registration, student change, teacher information, grade, attendance and other forms for data processing. Review completed forms for accuracy and completeness. Receive and assist all persons who come into the office. Receive, make or transfer telephone calls. Send and receive facsimiles. Set up and organize files and manuals; count and alphabetize reception records; keep files up-to-date; distribute as needed. Perform other duties as assigned.</p>   |   |                  |                       |
| <b>Minimum Qualifications</b>  | High School Diploma or equivalent with no related experience required.  |                  |                       |

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| <b>Item 13</b>   | <b>Computer Programmer</b>  | <b>Pay Range</b> | \$16.49 - \$27.49 hr  |
| <p>Code data processing programs and systems. Test data processing programs and systems. Design new data processing systems, applications, programs, and procedures. Install and implement systems/programs and corresponding procedures. May include systems manual development. Maintain existing data processing systems and programs. Maintain system and program documentation. Provide consultation and assistance regarding specific matters within identified area of expertise. Enter data. Use computer terminals to access data. Work with users of student and business services to implement systems. Answer questions on an ongoing basis. Perform other duties as assigned.</p>   |   |                  |                       |
| <b>Minimum Qualifications</b>  | <p>B.A. or B.S. Degree with major course work in one of the computer sciences or in management information systems with no years related experience; or A.A. Degree with major course work in computer science or management information systems with two years appropriate related experience; or Vocational training (720 hours) from a vocational-technical school or accredited community college in an area of data processing with three years appropriate related experience; or High School Diploma or equivalent with four years appropriate related experience.</p>   |                  |                       |
| <b>Item 14</b>   | <b>Computer Support Technician</b>  | <b>Pay Range</b> | \$12.47 - \$20.79 hr  |
| <p>Schedule or arrange for maintenance of personal computers. Work with users to resolve telecommunication system errors or failures. Involves identifying problems and implementing corrective actions. Problems addressed include hardware, software, and procedure. Maintain existing telecommunication systems and documentation. Set up and maintain servers for remote sites of the District. Assist users in defining microcomputer needs and selecting hardware and software. Provide consultation and assistance regarding specific matters within identified area of expertise. Identify user requirements, evaluate software alternatives, and make recommendations for the selection of software/hardware. Test data processing programs and systems. Train users in the operation of new or modified systems and programs. Installs, maintains and monitors the operation of the District's local area network. Perform other duties as assigned.</p>   |   |                  |                       |
| <b>Minimum Qualifications</b>  | <p>A.A. Degree with major course work in computer science or management information systems with no related experience; or Vocational training (720 hours) from a vocational-technical school or accredited community college in an area of data processing (excluding computer operations and data entry) with one year appropriate related experience; or High School Diploma or equivalent with two years appropriate related experience.</p>  |                  |                       |
| <b>Item 15</b>   | <b>Computer Systems Analyst</b>   | <b>Pay Range</b> | \$18.40 - \$30.66 hr  |
| <p>Design new data processing systems, applications, programs, and procedures. Install and implement systems/programs and corresponding procedures. May include manual development. Work to resolve various system errors or failures. Involves identifying system problems and implementing corrective actions. Problems addressed include hardware, software, and procedure. Research, evaluate, and recommend changes in hardware, software, data communications, and techniques that contribute to more effective automated systems capabilities. Work with users of business and student services applications to implement systems. Answer questions on an ongoing basis. Provide consultation and assistance regarding specific matters within identified area of expertise. Maintain existing data processing systems and programs. Maintain system and program documentation. Test data processing programs and systems. Code data processing programs and systems. Train users in the operation of new or modified systems and programs. Develop and/or maintain job schedules. Develop plans to deal with specific circumstances including goals, objectives, and priorities for a school, department, program, or the District. Use computer terminals to access data. Perform other duties as assigned.</p> |   |                  |                       |
| <b>Minimum Qualifications</b>  | <p>B.A. or B.S. Degree with major course work in one of the computer sciences or in management information systems with three years related experience; or A.A. Degree with major course work in computer science or management information systems with five years appropriate related experience; or Vocational training (720 hours) from a vocational-technical school or accredited community college in an area of data processing (excluding computer operations and data entry) with six years appropriate related experience; or High School Diploma or equivalent with seven years appropriate related experience.</p> |                  |                       |
| <b>Item 16</b>   | <b>Distributed Systems Analyst</b>  | <b>Pay Range</b> | \$18.40 - \$30.66 hr. |
| <p>Installs, maintains and monitors the operation of the District's local area network. Set up and maintain servers for remote sites of the District. Maintain existing data processing systems and programs. Maintain system and program documentation. Work to resolve various system errors or failures. Involves identifying system problems and implementing corrective actions. Problems addressed include hardware, software, and procedure. Maintain existing telecommunication systems and documentation. Work with users to resolve telecommunication system errors or failures. Provide consultation and assistance regarding specific matters within identified area of expertise. Develop and administer data processing security systems and procedures. Includes security systems for both physical access to data processing facilities and access to data/programs. Identify user requirements, evaluate software alternatives, and make recommendations for the selection of</p>   |   |                  |                       |

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| software/hardware. Train users in the operation of new or modified systems and programs  |  |                  |                      |
| <b>Minimum Qualifications</b>  | B.A. or B.S. Degree with major course work in one of the computer sciences or in management information systems with three years related experience; or A.A. Degree with major course work in computer science or management information systems with five years appropriate related experience; or Vocational training (720 hours) from a vocational-technical school or accredited community college in an area of data processing (excluding computer operations and data entry) with six years appropriate related experience; or High School Diploma or equivalent with seven years appropriate related experience. |                  |                      |
| <b>NUTRITION SERVICES CATEGORY</b>   |  |                  |                      |
| <b>Item 17</b>   | <b>Food Service Worker</b>   | <b>Pay Range</b> | \$8.50 - \$13.66 hr. |
| Prepare, set up, and serve food. Receive cash payments. Balance and close cash drawers or registers. Clean Central Kitchen and delivery equipment. Operate cleaning equipment to perform job duties. Process incoming goods (including capital equipment) from vendors. May include maintaining warehouse or stockroom. Lift cases of food and supplies as assigned. Read and organize products.   |  |                  |                      |
| <b>Minimum Qualifications</b>  | High School Diploma or equivalent with no related experience required.   |                  |                      |
| <b>MAINTENANCE WORKER CATEGORY</b>   |  |                  |                      |
| <b>Item 18</b>   | <b>Maintenance Worker</b>  | <b>Pay Range</b> | \$8.50 - \$13.66 hr. |
| Clean and maintain grounds, parking areas, etc. using standard, commercial grade landscaping equipment. Cut grass using push or riding mowers. Maintain athletic fields. Repair pavement. Maintain fence line, irrigation systems, bleachers, trim bushes and trees. Animal control as required. Clean offices halls, corridors, classrooms, cafeterias, restrooms, library, conference rooms, and other interior facilities. Operates cleaning equipment to perform job duties. Inspect facilities, vehicles and entire property for safety problems. Activities associated with administering and performing repair and maintenance on machines and other equipment. Move or set up furniture or equipment (e.g., computers, bleachers and sports equipment). Arrange rooms/auditoriums. Remove furniture or equipment after event and clean area as required. Repairing and maintaining vehicles. Shape and/or assemble structural woodwork within one or more facilities. Deliver materials, supplies, laundry, food, and equipment to departments. Apply color, pigment or paint to areas as assigned. Duties may require employee to ascend 6' or 8' ladders and/or operate standard commercial grade machinery. Perform other duties as assigned. |  |                  |                      |
| <b>Minimum Qualifications</b>  | High School Diploma or equivalent with no related experience.  |                  |                      |
| <b>Item 19</b>   | <b>Assistant Painter</b>   | <b>Pay Range</b> | \$8.50 - \$13.66 hr. |
| Apply color, pigment or paint to areas as assigned. Move or set up furniture or equipment. Arrange rooms/auditoriums. Remove furniture or equipment after event and clean area as required. Activities associated with administering and performing repair and maintenance on machines and other equipment. Perform other duties as assigned.  |  |                  |                      |
| <b>Minimum Qualifications</b>  | High School Diploma or equivalent with no related experience.  |                  |                      |
| <b>SKILLED WORKER CATEGORY</b>   |  |                  |                      |
| <b>Item 20</b>   | <b>Painter</b>   | <b>Pay Range</b> | \$14.34 - \$23.90 hr |
| Apply color, pigment or paint to areas as assigned. Clean offices, halls, corridors, classrooms, cafeterias, restrooms, library, conference rooms, and other interior facilities. Operates cleaning equipment to perform job duties. Activities associated with administering and performing repair and maintenance on machines and other equipment. Check boilers and other equipment. Fix lights, electrical devices, glass, etc. Minor construction. Assist central maintenance with large repairs. Promotion and supervision of environmental safety. On call to report to any District school or facility to provide any emergency required services. Control, review, verify, observe, and manage the work of people reporting directly to you. Perform other duties as assigned.  |  |                  |                      |
| <b>Minimum Qualifications</b>  | A.A. Degree with one year related experience; or High School Diploma or equivalent with three years related experience.  |                  |                      |
| <b>Item 21</b>   | <b>HVAC Mechanic</b>   | <b>Pay Range</b> | \$14.34 - \$23.90 hr |
| Maintain air conditioning and heating units within one or more facilities. Record work and cost effectiveness on maintenance and repairs performed. Check boilers and other equipment. Fix lights, electrical devices, glass, etc. Minor construction. Assist central maintenance with large repairs. Perform other duties as assigned.  |  |                  |                      |
| <b>Minimum Qualifications</b>  | A.A. degree with three years related experience; or Vocational training (720 hours) with four years related experience; or High School diploma or equivalent with five years related experience; and Appropriate certification/license as required.  |                  |                      |

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| <b>Item 22</b>   | <b>Electrician</b>   | <b>Pay Range</b> | \$13.91 - \$23.19 hr |
| <p>Maintain electrical system(s) for one or more facilities. Design, implement, and evaluate all fire and security alarm systems in district buildings. Plan and implement security lighting systems. Check boilers and other equipment. Fix lights, electrical devices, glass, etc. Minor construction. Assist central maintenance with large repairs. Inspect facilities, vehicles and entire property for safety problems. Work with local schools and facilities to solve maintenance, access, traffic and other facilities-related problems. Inspect facilities for cleanliness, disrepair and general housekeeping. Inspect work of contractors. Inspect work of central maintenance crew. Perform other duties as assigned.</p>   |  |                  |                      |
| <b>Minimum Qualifications</b>  | <p>A.A. degree with three years related experience; or Vocational training (720 hours) with four years related experience; or High School diploma or equivalent with five years related experience; and Appropriate certification/license as required.</p> |                  |                      |
| <b>Item 23</b>   | <b>Electronic Technician</b>   | <b>Pay Range</b> | \$14.34 - \$23.90 hr |
| <p>Maintain security alarms and fire alarms within one or more facilities. Design, implement and evaluate all fire and security alarm systems in district buildings. Plan and implement security lighting systems. Design new energy management systems and procedures. Install and implement purchased packages. Maintain existing telecommunication systems and documentation. Work with users to resolve telecommunication system errors or failures. Involves identifying problems and implementing corrective actions. Problems addressed include hardware, software and procedure. Perform other duties as assigned.</p>   |  |                  |                      |
| <b>Minimum Qualifications</b>  | <p>A.A. Degree with three years related experience; or Vocational training (720 hours) with four years related experience; or High School diploma or equivalent with five years related experience; and Appropriate certification/license as required.</p> |                  |                      |
| <b>Item 24</b>   | <b>Equipment Operator</b>  | <b>Pay Range</b> | \$14.34 - \$23.90 hr |
| <p>Work with local schools and facilities to solve maintenance, access, traffic and other facilities-related problems. Move or set up furniture or equipment (e.g. computers, bleachers and sports equipment). Arrange rooms/auditoriums. Operates heavy lifting equipment to perform job duties. Remove furniture or equipment after event and clean area as required. Activities associated with administering and performing repair and maintenance on machines and other equipment. Clean and maintain grounds, parking areas, etc. Maintain athletic fields. Operates lawn equipment to perform job duties. Repair pavement. Maintain fence line, irrigation system, bleachers, trim bushes and trees. Animal control as required. Clean offices, halls, corridors, classrooms, cafeterias, restrooms, library, conference rooms and other interior facilities. Operates cleaning equipment to perform job duties</p> |  |                  |                      |
| <b>Minimum Qualifications</b>  | <p>High School diploma or equivalent with three years related experience; and Appropriate certification/license as required.</p>   |                  |                      |
| <b>LOGISTICS &amp; DISTRIBUTION WORKERS CATEGORY</b>   |  |                  |                      |
| <b>Item 25</b>   | <b>Custodian</b>   | <b>Pay Range</b> | \$8.50 - \$13.66 hr. |
| <p>Clean offices, halls, corridors, classrooms, cafeterias, restrooms, library, conference rooms, and other interior facilities. Operates cleaning equipment to perform job duties. Clean Central Kitchen and delivery equipment. Operate cleaning equipment to perform job duties. Clean and maintain grounds, parking areas, etc. Maintain athletic fields. Repair pavement. Maintain fence line, irrigation system, bleachers, trim bushes and trees. Animal control as required. Open and close buildings. Monitor security. Move or set up furniture or equipment (e.g. computers, bleachers and sports equipment). Arrange rooms/auditoriums. Remove furniture or equipment after event and clean area as required. Perform other duties as assigned.</p>  |  |                  |                      |
| <b>Minimum Qualifications</b>  | <p>High School Diploma or equivalent with no related experience.</p>   |                  |                      |
| <b>Item 26</b>   | <b>Courier</b>   | <b>Pay Range</b> | \$8.50 - \$13.66 hr. |
| <p>Deliver materials, supplies, laundry, food, and equipment to departments. Distribute mail and other materials to district offices and schools. Deliver testing materials, paychecks and payroll reports to schools/department, and official Board agendas and related materials to Board members. Sorting, stamping, and all other activities associated with mail processing. Receive, stamp in, and/or distribute incoming correspondence and deliveries, handle outgoing mail, distribute in-house memos and supplies. Maintain mail boxes. Fill requisitions for materials, parts and supplies and deliver to requesting school, department or office. Process incoming goods from vendors. Conduct periodic inventory of materials, supplies, food, etc. in the warehouse or stockroom. Perform other duties as assigned.</p>  |  |                  |                      |
| <b>Minimum Qualifications</b>  | <p>High School Diploma or equivalent with no related experience required; and Appropriate certification/license as required.</p>   |                  |                      |



| <b>MANAGEMENT AND ADMINISTRATION CATEGORY</b>                 |   |                |          |           |
|---|---|----------------|----------|-----------|
| 8   | <b>CONSTRUCTION/MAINTENANCE PROJECT COORDINATOR</b> | <b>\$18.40</b> | <b>%</b> | <b>\$</b> |
| 9   | <b>PROJECT MANAGER</b>                              | <b>\$18.97</b> | <b>%</b> | <b>\$</b> |
| 10  | <b>COORDINATOR</b>                                  | <b>\$21.81</b> | <b>%</b> | <b>\$</b> |
| <b>INFORMATION TECHNOLOGY CATEGORY</b>                        |   |                |          |           |
| 11  | <b>DATA ENTRY OPERATOR</b>                          | <b>\$8.50</b>  | <b>%</b> | <b>\$</b> |
| 12  | <b>COMPUTER OPERATOR</b>                            | <b>\$12.47</b> | <b>%</b> | <b>\$</b> |
| 13  | <b>COMPUTER SUPPORT TECHNICIAN</b>                  | <b>\$12.47</b> | <b>%</b> | <b>\$</b> |
| 14  | <b>COMPUTER PROGRAMMER</b>                          | <b>\$16.49</b> | <b>%</b> | <b>\$</b> |
| 15  | <b>COMPUTER SYSTEMS ANALYST</b>                     | <b>\$18.40</b> | <b>%</b> | <b>\$</b> |
| 16  | <b>DISTRIBUTED SYSTEMS ANALYST</b>                  | <b>\$18.40</b> | <b>%</b> | <b>\$</b> |
| <b>NUTRITION SERVICES CATEGORY</b>                            |   |                |          |           |
| 17  | <b>FOOD SERVICE WORKER</b>                          | <b>\$8.50</b>  | <b>%</b> | <b>\$</b> |
| <b>SKILLED/TRADES WORKER CATEGORY</b>                         |   |                |          |           |
| 18  | <b>ELECTRICIAN</b>                                  | <b>\$13.91</b> | <b>%</b> | <b>\$</b> |
| 19  | <b>ELECTRONIC TECHNICIAN</b>                        | <b>\$14.34</b> | <b>%</b> | <b>\$</b> |
| 20  | <b>PAINTER</b>                                      | <b>\$14.34</b> | <b>%</b> | <b>\$</b> |
| 21  | <b>HVAC MECHANIC</b>                                | <b>\$14.34</b> | <b>%</b> | <b>\$</b> |
| 22  | <b>EQUIPMENT OPERATOR</b>                           | <b>\$14.34</b> | <b>%</b> | <b>\$</b> |
| <b>MAINTENANCE/LOGISTICS AND DISTRIBUTION WORKER CATEGORY</b> |   |                |          |           |
| 23  | <b>MAINTENANCE WORKER</b>                           | <b>\$8.50</b>  | <b>%</b> | <b>\$</b> |
| 24  | <b>ASSISTANT PAINTER</b>                            | <b>\$8.50</b>  | <b>%</b> | <b>\$</b> |
| 25  | <b>CUSTODIAN</b>                                    | <b>\$8.50</b>  | <b>%</b> | <b>\$</b> |
| 26  | <b>COURIER</b>                                      | <b>\$8.50</b>  | <b>%</b> | <b>\$</b> |

**ADDENDA ACKNOWLEDGMENT:** The undersigned also acknowledges the receipt of the following Addenda:

*ADDENDUM NO.* \_\_\_\_\_ *DATED* \_\_\_\_\_ *ADDENDUM NO.* \_\_\_\_\_ *DATED* \_\_\_\_\_  
*ADDENDUM NO.* \_\_\_\_\_ *DATED* \_\_\_\_\_ *ADDENDUM NO.* \_\_\_\_\_ *DATED* \_\_\_\_\_



**SUPERINTENDENT**  
Jackie Pons

**BOARD CHAIRMAN**  
Dee Crumpler

**LEON COUNTY SCHOOLS**  
2757 West Pensacola Street – Tallahassee, FL 32304-2998

**FAX FORM TO: (850) 487-7869**

**BOARD VICE-CHAIR.**  
Dee Dee Rasmussen

**BOARD MEMBERS**  
Georgia "Joy" Bowen  
Forrest Van Camp  
Maggie Lewis-Butler

**APPLICATION FOR VENDOR STATUS**  
(IRS W-9 Facsimile)

**COMPANY NAME:** (30 characters) \_\_\_\_\_

**CONTACT PERSON:** (20 characters) \_\_\_\_\_

**PHONE NUMBER:** \_\_\_/\_\_\_-\_\_\_\_ **FAX:** \_\_\_/\_\_\_-\_\_\_\_

**CORRESPONDENCE:**

**ADDRESS:** (24 characters) \_\_\_\_\_

**CITY:** (18 characters) \_\_\_\_\_ **STATE:** (2 characters) \_\_ **ZIP + 4:** (9 characters) \_\_\_\_\_ - \_\_\_\_\_  
(EXTRA 4 DIGIT EXTENSION REQUIRED)

**REMITTANCE:**

**ADDRESS:** (24 characters) \_\_\_\_\_

**CITY:** (18 characters) \_\_\_\_\_ **STATE:** (2 characters) \_\_ **ZIP + 4:** (9 characters) \_\_\_\_\_ - \_\_\_\_\_  
(EXTRA 4 DIGIT EXTENSION REQUIRED)

**PLEASE CHECK APPROPRIATE BOX:**  Individual/Sole Proprietor  Corporation  Partnership  Other \_\_\_\_\_

**PLEASE INDICATE THE FOLLOWING:**

\*If yes, certification required –  
(Please submit with form)

**\*Minority Vendor?**  Yes  No **Male**  **Female**

**Type:**  White:  Hispanic:  African American:  Asian:  American Indian:  Other: \_\_\_\_\_

**TAX IDENTIFICATION NUMBER:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_ OR \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Federal Employer Identification Number Social Security Number

**Internal Revenue Service regulations required that vendors must furnish their nine digits Taxpayer Identification Number (TIN).  
Purchase orders will not be issued to vendors who fail to provide a TIN.**

**CHECK THE FOLLOWING AS APPROPRIATE:**

Business is incorporated or Federal, State or Local Governmental Entity  Yes  No

Supplier, Provider, Physician of medical or health care services  Yes  No  
(includes medical, health, accident and sickness insurers)

By: \_\_\_\_\_  
SIGNATURE PRINTED NAME\* DATE

\*If TIN used is Social Security Number, Printed Name must be shown on Social Security Card.

**LEON COUNTY SCHOOL BOARD USE ONLY**

Assigned Vendor Number

Approved By

Entered By



**THE LEON COUNTY SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
3397 WEST THARPE STREET  
TALLAHASSEE, FLORIDA 32303  
VENDOR REFERENCE FORM**

**Bid No. 4999-2012 – Temporary Personnel Services District Wide**

Please provide all requested information for each reference.

**Company Name:** \_\_\_\_\_

**Business Type:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date Last Supplied Products or Services:** \_\_\_\_\_

---

**Company Name:** \_\_\_\_\_

**Business Type:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date Last Supplied Products or Services:** \_\_\_\_\_

---

**Company Name:** \_\_\_\_\_

**Business Type:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date Last Supplied Products or Services:** \_\_\_\_\_

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**THE LEON COUNTY SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
3397 WEST THARPE STREET  
TALLAHASSEE, FLORIDA 32303  
VENDOR QUESTIONNAIRE**

**Bid No. 4999-2012 – Temporary Personnel Services District Wide**

Please provide written responses to the following questions. If the answer to any of the questions is `Yes`, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

Has Vendor been declared in default of any contract?

Yes       No

Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

Yes       No

Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?

Yes       No

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes       No

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

Yes       No

Is Vendor currently involved in any state of a fact finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

Yes       No

Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.

Yes       No

Within the next year, does Vendor plan any divestments? If so, explain by attachment.

Yes       No

## **DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that 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 bid 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 bids 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 the 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 bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees 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.

Vendor's Signature \_\_\_\_\_

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

*(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING 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 attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name(s) of Authorized Representative(s)

\_\_\_\_\_  
Title(s) of Authorized Representative(s)

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

## **INSTRUCTIONS FOR CERTIFICATION OF DEBARMENT**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 or 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," and "voluntarily excluded," 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 those 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 prospective 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 Nonprocurement 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 originated may pursue available remedies, including suspension and/or debarment.



SWORN STATEMENT – NEW CONTRACTS
SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF
A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The School Board of Leon County, Florida (hereinafter "Board" or "School Board") by \_\_\_\_\_
(Print individual's name and title)

for \_\_\_\_\_
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_
If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, \_\_\_\_\_ am duly authorized to make this sworn statement
(Print individual's name and title)

on behalf of: \_\_\_\_\_
(Print name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "contractual personnel" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines "contractual personnel" to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a \_\_\_\_\_ (eg. a charter bus company)
(Type of entity)

All contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department

of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

- 8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
- 9. I understand that any costs and fees associated with the required background screening will be borne by my company.
- 10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
- 11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
- 12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF LEON COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

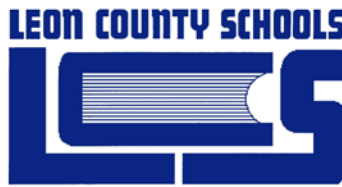
\_\_\_\_\_ is personally known to me  OR produced identification

by showing \_\_\_\_\_  
(Type of Identification)

Notary Public – State of \_\_\_\_\_ My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of Notary Public)



## LOCAL SMALL BUSINESS PROGRAM

The LCSB has determined that funds generated in the community should, to the greatest extent possible, be placed back into the local economy. Therefore, the LCSB has determined that it is in the best interest of LCSB and the community to give a preference to Local Small Business Enterprises (LSBE) in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value or other documented benefits of the proposals received in relation to such expenditures.

In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, LSBE shall be assigned an additional 5% of the total evaluation points, provided the LSBE is certified and located within the local market area at least 6 months prior to the date upon which a request for sealed bids or proposals is issued.

Check if you are requesting consideration as a certified LSBE:  Yes or  No

1. Contract award will be conditioned on meeting the requirements of this section. The Leon County School Board requires the following:
2. Submission by the proposer of the completed "Tabulation of Subcontractors" form with the proposal; (when applicable)
3. The names and phone numbers of all Subcontractors. Clearly designated which Subcontractors are a qualified LSBE that will participate in the contract;
4. A description of the Work and/or Materials that each qualified LSBE will perform or supply;
5. The dollar amount or percentage of the Work and/or Materials that each qualified LSBE will provide on the project;
6. If the actual participation of qualified LSBE in the apparently successful proposal is not maximized, as determined by the Small Business Development Office, such proposer shall submit documentation of all Good Faith Efforts (successful and unsuccessful) that were engaged in, prior to proposal submission, to maximize the use of qualified LSBE on this project. Efforts undertaken after bid submissions are not relevant to the decision to award.

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

Vendor's Signature \_\_\_\_\_



## INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid No. 4999-2012 – Temporary Personnel Services District Wide**

### INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnities, excluding only the sole negligence or culpability of the indemnities. The following shall be deemed to be indemnities: The School Board of Leon County, Florida and its members, officers and employees.

### INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage's may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage's and limits shall meet, at a minimum, the following requirements:

1. **Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
2. **Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
3. **Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.**

**“The School Board of Leon County, Florida” must be listed as additional insured on all liability coverage's except Workers' Compensation.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- a. The company must be:
  1. authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or
  2. an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- b. with respect only to the Workers' Compensation insurance, the company must be:
  1. authorized as a group self-insurer pursuant to Florida Statutes or
  2. authorized as a commercial self-insurance fund pursuant to Florida Statutes

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School

Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of thirty (30) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance must be delivered to the following address:

**Leon County Schools  
Purchasing Department  
Attn: June Kail, Director of Purchasing  
3397 W. Tharpe St.  
Tallahassee, Florida 32303**

**The name and address of Leon County Public Schools, as shown directly above, must be listed as Certificate Holder on the Certificate of Insurance as well as clearly noted as “Additional Insured”.**

**The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries should be directed to Janet Maxwell at (850) 487-7113.**

**BID SUBMITTAL REQUIREMENTS / CHECKLIST:** To help ensure that you include all the submittals necessary to complete a thorough evaluation of your proposal, we suggest that you use this checklist as a reminder. Please include this checklist along with your response. Items checked “Required” must be submitted with your response or your proposal will be declared non-responsive.

| Verified | Required                            | Description of Submittal                                    | Included |
|----------|-------------------------------------|---|----------|
|          | <input checked="" type="checkbox"/> | ITB – Bidder Acknowledgement Form – page 1                  |          |
|          |                                     | Bidder Identification Label (affixed to submittal) – page 2 |          |
|          | <input checked="" type="checkbox"/> | Occupational Licenses – page 3, item G                      |          |
|          | <input checked="" type="checkbox"/> | Dispute Resolution Contact – page 8, item GG                |          |
|          | <input checked="" type="checkbox"/> | Bid Proposal Form – pages 15 - 18                           |          |
|          | <input checked="" type="checkbox"/> | Warranty Information – page 19                              |          |
|          | <input checked="" type="checkbox"/> | Application for Vendor Status – page 20                     |          |
|          | <input checked="" type="checkbox"/> | Vendor Reference Form – page 21                             |          |
|          | <input checked="" type="checkbox"/> | Vendor Questionnaire – page 22                              |          |
|          | <input checked="" type="checkbox"/> | Drug Free Workplace Certification – page 23                 |          |
|          | <input checked="" type="checkbox"/> | Certification Regarding Debarment – pages 24 - 25           |          |
|          | <input checked="" type="checkbox"/> | Sworn Statement / Jessica Lunsford Act – pages 26 - 27      |          |
|          | <input checked="" type="checkbox"/> | Local Small Business Certification – page 28                |          |
|          |                                     | Bid Submittal Requirements Checklist – page 31              |          |