May 2, 2013

REQUEST FOR PROPOSAL

The School District of Collier County, Florida wishes to solicit proposals from qualified firms for Temporary Staffing Services. Parties interested in being considered for this request shall submit the information and documentation required in the attached Request for Proposal, to the attention of:

Ms. Nancy Sirko, Director of Purchasing
School District of Collier County, Florida
5775 Osceola Trail
Naples, Florida 34109

not later than 2:00 p.m., Monday, May 20, 2013.

All inquiries regarding the specifications and requirements of this RFP shall be directed to the attention of Ms. Nancy Sirko at the above address and must be submitted in writing.

This school district looks forward to your response.

Sincerely,

Nancy Sirko
Director of Purchasing

Attachments
TEMPORARY STAFFING SERVICES

1.0 PURPOSE
The intent of this Request for Proposal (RFP) is to obtain fixed price proposals from firms to provide temporary staffing services for various departments throughout the District School Board of Collier County, Florida (hereafter referred to as the District) on an as-needed basis. Staffing assignments may be anywhere from one (1) day or one (1) week, while other assignments may last a few months. The District does not guarantee any minimum amount of services. The District intends to award a primary and possibly multiple secondary contracts to qualified firms to ensure an available source of temporary staffing services. The District intends to award a one (1) year contract with up to four (4) additional one (1) year renewals at the discretion of the District.

2.0 PROPOSER’S MINIMUM QUALIFICATIONS
Proposers must demonstrate that they have the resources and capability to provide the services as described herein. All proposers must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsive and rejected. The following criteria shall be met in order to be eligible for this contract:

2.1 Proposers must demonstrate that they are financially stable and that they have been in business providing similar service for at least the last three (3) years. The proposer shall provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years (financial statements).

2.2 Proposers shall provide, at a minimum, three (3) comparable references of current work being performed. These references must be for entities in which temporary staffing services have been provided successfully on a consistent basis.

3.0 SCOPE OF SERVICES
All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All proposers must be able to provide at a minimum, the following job duties:

3.1 Job Titles, Job Descriptions and Minimum Requirements:

3.1.1 Clerical/Receptionist: General clerical work. High school or equivalent, light typing, sorts files, distributes mail and answers phone.

3.1.2 Office Assistant: Responsible for general clerical work. High school or equivalent, a course in typing and minimum 55 wpm. One (1) year general clerical work involving public contact. Maintains records and files, prepares routine correspondence, orders supplies, answers phones, operates office equipment, computer (MS Word and Excel), performs data entry and data processing, and acts as a receptionist.

3.1.3 Secretary: Performs skilled to complex work requiring typing skills and routine administrative and technical work. Composes routine correspondence, acts as a receptionist, maintains mailing lists, files, and card indexes. Operates standard office equipment, such as typewriter, PC, computer (MS Word and Excel) and calculator. High school or equivalent degree with business secretarial courses. At least two (2) years’ experience in clerical work and typing speed of 55 wpm.

3.1.4 Mail Clerk: Prepares incoming and outgoing mail for distribution. Duties include sorting and routing incoming mail; sealing, stamping and affixing postage to outgoing mail or packages,
and keeping necessary records and completed forms. Utilizes postage meter, scale and/or envelope sealer. Operates fax machine. Must have knowledge of post office mailing requirements and policies. Must be familiar with UPS and Federal Express requirements. Maintains mail records and sorts and files material. Provides customer service to District offices regarding mailing information. High school diploma or equivalent minimum experience of two (2) years and valid driver’s license.

3.1.5 Survey Assistant: Support studies by gathering data from multiple sources and organize data, (e.g., conduct computer surveys, customer service surveys). High school diploma or equivalent. Must have some experience with computer automation.

3.1.6 Paraprofessional: Provides professional, administrative and technical support. Research, compile and analyze data and prepare monthly, annual and special reports and documents. Compile, edit, write and/or proofread data and transcribe minutes. May perform specialized duties for assigned departmental programs consistent with qualifications. Requires any combination of education and experience equal to a high school diploma and four (4) years applicable experience.

3.1.7 Account Clerk: Responsible for clerical work involving the preparation and/or maintenance of fiscal or related records. Gathers, assembles, tabulates and checks financial data. Maintains financial and statistical records, compiles reports, operates standard office equipment, and participates in computing payrolls and posting records. High school or equivalent degree with courses in bookkeeping and two (2) years’ experience in general office work.

3.1.8 Shipping/Receiving Clerk: Responsible for assisting District staff with the District Warehouse. Requires routine lifting, pushing and/or carrying of heavy equipment. Equipment includes, but is not limited to, computer equipment, office equipment, office furniture, electronics, etc. Must be able to lift up to 60 pounds. Back belts (30” – 42” waist) are provided when required, by the District. Assist with moving record boxes. Assist with sorting, organizing and documenting surplus items. Good customer service skill required. Must be able to interact with other employees. Computer literacy skills a plus. (Note: The District utilizes the loading dock, hand trucks and dollies to assist with the lifting.) High school diploma or equivalent.

3.1.9 Data Entry Clerk: Duties will include; entering data into the computer system, communicating with people on the telephone, sort documents and identify data to be entered into the computer system. Keeps records of data entered into the system. Perform other clerical duties as assigned. High school diploma or equivalent and two (2) years’ experience in general office.

3.1.10 Delivery Person (Pony) for Nutrition Services: Duties will include; pick up and deliver various items at district sites in Collier County for Nutrition Services. This person is required to have a valid driver’s license and dependable personal vehicle. This person will be expected to lift up to 25 pounds as needed. They will have a delivery schedule to follow. High school diploma or equivalent.

3.1.11 Vending Person for Nutrition Services: Duties will include; filling vending machines with various products, wiping the outside of the vending machines down to keep them clean, being able to trouble shoot the vending machines is a plus. This person may be assigned to travel between school sites to perform these duties; must have a valid driver’s license and dependable personal vehicle to use. High school diploma or equivalent.
3.1.12 **Nutrition Service Worker:** Duties will include: preparing various foods, working in hot and cold temperatures, serving students and staff during meal service, lifting up to 25 pounds by self and 50 pounds with assistance. Other assignments are; washing pots and pans, sweeping and mopping floors, putting stock items away, cleaning surfaces in the kitchen. Cashiering abilities are a plus. Have the ability to follow verbal and written instructions given by the School Nutrition Service Manager. High school diploma or equivalent.

3.1.13 **Assistant Manager in training – Nutrition Services:** High School diploma or General Educations Development (GED) certificate is required. This person must have previous food service experience. Prior management experience is a plus. Areas that are required: have basic computer skills, able to calculate figures and amounts; able to read, analyze and interpret documents such as safety rules, operating and maintenance instructions and procedures manuals. The duties will include: assisting the management of the school food service operation, learning all functions of the school foodservice kitchen, able to manage a staff of 2 – 20 employees, learn the procedures and policies of School Nutrition Services, must complete the Nutrition Service Management training program, or agree to enroll in the next available training class.

### 4.0 GENERAL REQUIREMENTS AND RESPONSIBILITIES

4.1 **Employed by the Contractor**
All temporary personnel (personnel) shall be employed by the Contractor. The Contractor shall be responsible for all payroll, taxes, worker's compensation, insurance and other federal and state requirements for temporary personnel.

4.2 **Right of Refusal**
The District shall have the right at any time to refuse or determine unacceptably, any personnel assigned by the Contractor. Refusal of any personnel shall be in accordance with Equal Opportunity Employment Guidelines. Personnel shall be immediately removed and prompt arrangements made for a suitable replacement.

4.3 **Recruitment**
Recruitment interviews shall be done in person by the Contractor to ensure employment candidates can effectively communicate (in English) and in writing if needed, and have the required knowledge, skills and abilities required of the specific job classification.

4.4 **Job Placement Assurance**
A. The primary Contractor shall assure a suitable placement to a job order within twenty-four (24) hours from the time of the request and confirm the availability of a suitable placement to report at the required time. (The District will attempt to give approximately a week’s notice prior to the beginning of the assignment; however the District may need temporary staff on a much sooner basis.) The Contractor shall provide the appropriate contact person and phone numbers which the District can call to make requests. Answering machines or voicemail systems are not acceptable.

B. The primary Contractor may request additional time beyond the twenty-four (24) hour period, if needed. The District reserves the right to grant or refuse the time extension.

C. In the event the primary Contractor is unable to commit to the job request, the District will cancel the request and place the request with the secondary Contractor. The same procedures shall apply to the secondary Contractor. In the event the primary or secondary Contractors are
not able to fulfill the request, the District shall fill the requirement by soliciting other qualified sources.

4.5 Time Cards
The Contractor shall supply all personnel with time cards. Hours worked will be signed on a daily or weekly basis by a District supervisor. The District will pay only for actual hours worked at the designated District location. No other expenses or allowances will be paid by the District.

4.6 Interviews
Depending on the length or type of assignment, resumes and interviews may be requested. The District reserves the right to reject any personnel, if at the District’s discretion, the personnel’s skill level does not meet the job qualifications.

4.7 Placement Assistance
If requested, the Contractor shall provide assistance to any District employee who cannot determine exactly which category of personnel is needed. District staff will provide details about the tasks to be performed and the Contractor shall instruct the District which category best reflects the needs.

4.8 Assignments
All personnel shall be on-site at the time requested in proper attire. If personnel do not show up on time or in appropriate attire, the District reserves the right to request different personnel or cancel the placement and acquire personnel from another source.

4.9 Secondary Contractor
The District shall contact the secondary Contractor in the event the primary Contractor is unable to provide the required manpower within the timeframe specified. The fact that there is a secondary Contractor does not relieve the primary Contractor from performance of its contractual obligations under this contract.

5.0 CONTRACT TERMS AND CONDITIONS
The Contract with the successful proposer will contain the following Contract Terms and Conditions. Proposers taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the District terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions proposer takes exception to or seeks to amend or replace as well as to provide proposer’s additional or alternate Contract terms may result in rejection of the proposal. While the District may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.

5.1 Procedures
The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator or his/her authorized representative(s) acting within their authority for the District. Any change to the Contract must be approved in writing by the Director of Purchasing and the Contractor.

5.2 Contract Period
The Contract shall cover the period from July 1, 2013 through June 30, 2014. This Contract may be renewed at the expiration of the initial term at the request of the District. The renewal may be for up to four (4) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase/decrease in prices or
rates after the initial term or any renewal term shall be limited to the prior year’s increase/decrease in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Other Goods and Services (unadjusted for seasonal changes) for the current twelve (12) month period. Notice of intent to renew will be given to the Contractor in writing, normally sixty (60) days before the expiration date of the current term.

5.3 Joint Employment
The District will not be considered a joint employer of the Contractors placement personnel under this Contract. Furthermore, the District will not be liable, either jointly or severally, for violations of the Fair Labor Standards Act (FLSA). Specifically, the Contractor shall:

A. Determine the FLSA status (exempt or non-exempt) of their employees.
B. Keep track of the total hours its employees actually work, for all employers, in each work week.
C. Compute and pay its employee’s worker’s wages, including overtime and benefits.
D. Maintain FLSA required records for its workers.

5.4 Additions/Deletions
The District reserves the right to add similar items/services or delete items/services specified in the subsequent contract as requirements change during the term of the contract. Prices for items/services to be added to the contract will be mutually agreed to by the District and the Contractor. A Contract amendment will be issued for each addition or deletion that is approved.

5.5 Subsequent District Employment
The District will not pay any charges or fees assessed by the Contractor if an employee assigned under this Contract subsequently becomes an employee of the District as a result of being hired by the District after applying for a position through the open competitive personnel selection procedures of the District.

5.6 Delays
If delay is foreseen, the Contractor shall give immediate written notice to the requesting District department. The Contractor must keep the District advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Purchasing Department to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

5.7 Delivery Failures
Time is of the essence. Should the Contractor fail to deliver the proper services at the time and place specified, or within a reasonable period of time thereafter as determined by the Director of Purchasing, or should the Contractor fail to make a timely replacement of personnel when so requested, the District may purchase services of comparable quality from the secondary Contractor to replace the rejected or undelivered services. The Contractor shall reimburse the District for all costs in excess of the Contract price when purchases are made from the secondary Contractor; or, in the event that there is a balance the District owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the District as a result of the Contractors nonperformance shall be deducted from the balance as payment.

5.8 Business, Professional, and Occupational License Requirement
All firms or individuals located or doing business in Collier County are required to have a valid county business tax receipt.
5.9 Indemnification / Hold Harmless Agreement: Successful Providers shall, in addition to any other obligation to indemnify the District School Board of Collier County, FL and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

a. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Provider, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or

b. Violation of law, statute, ordinance, governmental administration order, rule or regulation by Provider in the performance of the work; or Liens, claims or actions made by the Provider or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Provider, or for any subcontractor, under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the District School Board of Collier County, FL to enforce this agreement shall be borne by the Provider and venue shall be in Collier County.

5.10 Insurance Requirements: During the full term of this contract, the Provider shall maintain an adequate program of insurance coverage as described below. The insurance shall be placed with insurance companies having an A.M. Best rating of "A" or higher. The insurance company shall name The District School Board of Collier County, Florida as an additional insured on all general liability or excess liability policies. The policies shall have a minimum of 30 days' notice of cancellation.

GENERAL LIABILITY:
The Provider shall provide a general liability insurance policy with a minimum limit of $1,000,000 per occurrence and $2,000,000 in the aggregate. The policy shall be written on an occurrence basis. There shall be no deductible or retention in excess of $5,000.

The Provider's agent or broker shall certify to the District that the policy covers and does not exclude acts of "Molestation or Abuse" of any kind.

AUTO LIABILITY:
If the Provider will transport students as part of this contract, the Provider shall provide an auto liability insurance policy with a primary limit of $1,000,000. If there is no student transportation, auto insurance shall not be a consideration.

WORKER'S COMPENSATION:
The Provider shall provide Worker's Compensation coverage for all employees as provided by Florida Statute. Coverage B, employer's liability shall be for a limit not less than $500,000.

EXCESS (UMBRELLA) LIABILITY:
The Provider shall provide and excess or umbrella liability policy with a minimum limit of $5,000,000 per occurrence. The coverage shall be at least as broad as the coverage described in GENERAL LIABILITY,
PROFESSIONAL LIABILITY:
The Provider shall maintain a professional liability policy with a limit of $1,000,000.

Insurance Certificates

a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

b. The Contractor will provide certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the District. These certified copies will be sent to the District from the Contractor’s insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.

c. Any certificates provided shall indicate the Contract name and number.

5.11 Safety
All Contractors and subcontractors performing services for the District are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and District Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

5.12 Employment Discrimination by Contractors Prohibited *
Every Contract of over $10,000 shall include the following provisions:

A. During the performance of this Contract, the Contractor agrees as follows:
   1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

5.13 Drug-free Workplace *
Every Contract over $10,000 shall include the following provision:
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

5.14 Immigration Reform and Control Act of 1986 *
By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

5.15 Substitutions
No substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Purchasing Department. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the District agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the District at its sole discretion.

5.16 Workmanship and Inspection
All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The District may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the District. Further, the District may, from time to time, make inspections of the work performed under the Contract. Any inspection by the District does not relieve the Contractor from any responsibility in meeting the Contract requirements.

5.17 Exemption from Taxes *
The District is exempt from Florida State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the District for Florida State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

5.18 Ordering, Invoicing and Payment
Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports. Invoices shall be submitted to the “BILL TO” address on the Purchase Order. All such invoices will be paid within thirty (30) days by the District unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

5.19 Assignment of Contract *
The Contract may not be assigned in whole or in part without the written consent of the Director of Purchasing.
5.20 Termination
Subject to the provisions below, the Contract may be terminated by the District upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the District until said work or services are completed and accepted.

A. Termination for Convenience
The District may terminate this Contract for convenience at any time. If this contract should be terminated for convenience, the District will be relieved of all obligations under said contract. The District will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination.

B. Termination for Cause
In the event of Termination for Cause, the thirty (30) days advance notice is waived and the District will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years
If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and the District will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination.

5.21 Severability *
In the event that any provision of the Contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

5.22 Applicable Laws/Forum *
This Contract shall be governed in all respects by the laws of the State of Florida. Any judicial action shall be filed in the State of Florida, County of Collier. Contractor expressly waives any objection to venue or jurisdiction of the Collier County Circuit Court, Collier County, Florida.

5.23 Licensure
To the extent required by the State of Florida or the District of Collier County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

5.24 Criminal Background Checks
The Contractor shall ensure that all employees provided to the District have been fingerprinted and passed a background check per the Jessica Lunsford Act (JLA). Fingerprints shall be processed pursuant to the requirements of F.S. 1012.32 and be sent to the Florida Department of Law enforcement (FDLE) and the Federal Bureau of Investigation (FBI). The District is not responsible for any cost involved. The Contractor shall provide proof that all employees provided to the District have passed a background check under the guidelines of Board Policy 1121.01 (attached).

5.25 Confidentiality
The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the District. Therefore, except as required by law, the Contractor agrees that its employees will not:
A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.

B. Access or attempt to access information beyond their stated authorization.

C. Disclose to any other person or allow any other person access to any information related to the District or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data. The Contractor understands that the District, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the District may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination. The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Director of Purchasing’s written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the District as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

6.0 EVALUATION OF PROPOSALS: SELECTION FACTORS
The criteria set forth below will be used in the receipt of proposals and selection of the successful proposer.

The Evaluation Committee will review and evaluate each proposal, and selection will be made on the basis of the criteria listed below. The proposers submitting proposals shall include with that proposal statements on the following:

A. Adequacy and availability of temporary staffing placements (40 points)
B. Credentials and related experience (30 points)
C. Quality and completeness of proposal (5 points)
D. Compliance with Contract Terms and Conditions. (5 points)
E. Cost per hour (20 points)

The committee will individually rate each proposal and a compilation of the scores will provide the group’s collective ranking of the highest rated proposals in a descending order. The committee may then conduct interviews, if deemed necessary, with only the top ranked proposers, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with the proposers that are selected. The committee may request a Best and Final Offer(s) and/or make a recommendation for the Contract award.

7.0 PROPOSAL SUBMISSION FORMAT
Proposers are to make written proposals that present the proposer’s qualifications and understanding of the work to be performed. Proposers shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

7.1 Evaluation Criteria
   A. Adequacy and availability of temporary staffing placements
      1. Describe the process by which you select and provide personnel to an agency once a request is received.
      2. Does your firm have a database of personnel from which to access and fill requests?
      3. Describe the screening and testing process of personnel before assigning them to a position.
4. Describe your firm's ability to fill requests within the twenty-four (24) hour requirement as stated in Section 4.4.

B. Credentials and related experience
   1. Provide a brief overview of your firm's operations, to include years in business and size of firm.
   2. Describe your firm's ability to meet or exceed the requirement contained in Sections 3.0 and 4.0.

C. Compliance with Contract Terms and Conditions
   1. State your firm's compliance with the Contract Terms and Conditions as stated in Section 5.0.
   2. Specifically list any deviations.

D. Cost per hour for each job category
   1. Provide a cost per hour for each job category listed.

8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

8.1 Preparation and Submission of Proposals

A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a proposer of the Contractual obligations.

B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.

C. All proposals must be submitted to the Purchasing Department in a sealed envelope or container. The face of the sealed envelope or container shall indicate the RFP number, time and date of opening and the title of the RFP.

D. All proposals shall be signed in ink by the individual or authorized principals of the firm.

E. All attachments to the RFP requiring execution by the proposer are to be returned with the proposal.

F. Proposals must be received by the Purchasing Department no later than Monday, May 2, 2013 at 2:00 p.m., Eastern Standard Time. Requests for extensions of this time and date will not be granted, unless deemed to be in the District's best interest. Proposers mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Purchasing Department by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the District after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

G. Proposals may be either mailed or hand delivered to Martin Luther King Administration Building, c/o the Purchasing Department, 5775 Osceola Trail, Naples, FL 34109. Faxed and e-mailed proposals will not be accepted.

H. Each proposer shall submit one (1) original and three (3) copies of their proposal to the District's Purchasing Department as indicated on the cover sheet of this RFP.

8.2 Questions and Inquiries
Written questions and inquiries will be accepted from any and all proposers. The Purchasing Department is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other District staff regarding the RFP may result in the disqualification of the proposer. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, all questions must be received at least ten (10) days in advance of the proposal opening date. It is the responsibility of all proposers to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.Demandstar.com.

8.3 Firm Pricing for District Acceptance
Proposal pricing must be firm for District acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

8.4 Authority to Bind Firm in Contract
Proposals MUST give full firm name and address of proposer. Failure to manually sign proposal shall be cause for disqualification. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page.

8.5 Withdrawal of Proposals
A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
B. Proposals may be withdrawn on written request from the proposer at the address shown in the solicitation prior to the time of acceptance.
C. Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

8.6 Late Proposals
LATE proposals will be returned to proposer UNOPENED, if RFP number, acceptance date and proposer’s return address is shown on the container.

8.7 Rights of District
The District reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the District. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

8.8 Miscellaneous Requirements
A. The District will not be responsible for any expenses incurred by a proposer in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the proposer’s capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Proposers who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Purchasing Department will schedule the time and location should a presentation be required.

C. Selected contents of the proposal submitted by the successful proposer and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful proposer will be expected to sign a contract with the District.
D. The District reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the District. Proposers whose proposals are not accepted will be notified in writing.

8.9 Notice of Award
A Notice of Award will be posted on the District’s bid-posting web site (www.Demandstar.com) and on the bulletin board located in the Purchasing Department, 3rd floor, 5775 Osceola Trail, Naples, FL 34109.

8.10 Protest
Proposers may refer to Board Policy 6320 Purchasing for rules regarding bid protests.

8.11 Cooperative Procurement
As authorized by Chapter 163, Florida Statutes (also known as the “Florida Interlocal Cooperation Act of 1969”), this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

8.12 Insurance Coverage
Proposers shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the proposer carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the District.
9.0 PROPOSED HOURLY RATES

THE FIRM OF: ________________________________

Authorized Signature: __________________________

Name (printed or typed): _________________________

Address:______________________________________

_____________________________________________

Phone:_______________________________________

e-mail Address:________________________________

FEIN:_______________________________________

I hereby agree to provide the requested services as defined in Request for Proposal #98-4/13 for the price per hour as stated below:

Clerical/Receptionist (per 3.1.1) $____________________ hr
Office Assistant (per 3.1.2) $____________________ hr
Secretary (per 3.1.3) $____________________ hr
Mail Clerk (per 3.1.4) $____________________ hr
Survey Assistant (per 3.1.5) $____________________ hr
Paraprofessional (per 3.1.6) $____________________ hr
Account Clerk (per 3.1.7) $____________________ hr
Shipping/Receiving Clerk (per 3.1.8) $____________________ hr
Data Entry Clerk (per 3.1.9) $____________________ hr
Delivery Person (per 3.1.10) $____________________ hr
Vending Person (per 3.1.11) $____________________ hr
Nutrition Service Worker (per 3.1.12) $____________________ hr
Asst. Manager in Training (per 3.1.13) $____________________ hr
10.0 PROPOSAL SUBMISSION DOCUMENTATION

Return the following with your proposal. Failure to return these documents may be cause for rejection of your proposal.

Mark items included with an “X”

1. Certificate of insurance (per 5.10): __________

2. Addenda, if any: __________

3. Payment Terms: _______ net 30 or _______ Other

4. Minimum Qualification Documentation (per 2.0): _______

5. Proposed Hourly Rates: _______

5. Person to contact regarding this proposal: Name ____________________________________________________________________________
   Title: __________________________ Phone: __________________ Fax: __________________
   E-mail: ____________________________________________________________________________

Name of person authorized to bind the Firm (8.4):
Signature: __________________________ Date: __________________________

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.
Drug Free Workplace Certification

Tie proposal preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a. 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.

b. 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.

c. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (a).

d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

e. 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 convicted.

f. 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 drug-free workplace requirements.

______________________________  ________________________
Company Official Signature      Date

______________________________
Printed Name

______________________________
Title
Contractor's Affidavit

Concerning Illegal Aliens

State of: ________________________

County of: _______________________

The undersigned deposes and states that ______________________________ complies with the provisions of

(Organization Name)

Section 274A of the Immigration and Nationality Act; that ______________________________ substantiates

(Organization Name)

that all employees providing services or involved in any way on projects funded directly by or assisted in whole
or part by state & grant funds or federal stimulus dollars can legally work in the United States and complies
with the provisions of federal and state laws, and will maintain such throughout the life of this contract. Any
misrepresentation or any employment of persons not authorized to work in the United States constitutes a
material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the
contract price, per violation, and immediate termination of the contract for all awarded sites.

__________________________
Organization Name

__________________________
Address

__________________________
Signature

__________________________
City & State

__________________________
Printed Name

Subscribed and sworn to before me this ___ day of ______________, in the year __________

by ______________________ who has produced ______________________ as identification.

Commission#: ______________________

Commission expires: __________

NOTARY PUBLIC, signature

PRINTED NAME
1121.01 - CRIMINAL BACKGROUND AND EMPLOYMENT SCREENING

A prospective employee/applicant who is recommended to fill a position shall, as a condition of employment, file a complete and legible set of fingerprints taken by an authorized law enforcement officer or a designated employee of the District trained to take fingerprints. The fingerprints will be processed pursuant to the requirements of F.S. 1012.32 and be sent to the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI). The applicant who is applying for employment and is fingerprinted shall be required to pay for the full costs of processing at the time of the fingerprinting.

By action of the Jessica Lunsford Act F.S. 1012.465, all "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 over school funds must meet level two screening requirements as described in s. 1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with the school board." By definition, all "non-instructional School District employees" and "contractual" personnel as intended by the Act will be included under the term "applicant" as found in this procedure.

Furthermore, the same screening procedure used to clear applicants for School District employment shall be used to screen and clear "contractual" personnel to perform their duties on District property.

A prospective employee/applicant who is recommended to fill a position shall, as a condition of employment, submit a "Criminal Record" form as part of the application process. The completed "Criminal Record" form must include a full disclosure of the prospective employee or applicant's criminal past, including all sealed and expunged records pursuant to F.S. 943.058.

Contractors and contractors' employees do not complete an application and therefore do not complete the "Criminal Record" form.

Failure of the prospective employee/applicant to truthfully and completely disclose any prior criminal record on the "Criminal Record" portion of the application is sufficient cause to immediately disqualify the applicant for employment consideration, or if the applicant has been hired, to immediately terminate the employment relationship.

This does not apply to contractors or contractor's employees because they do not complete the "Criminal Record" document.

Screening Guidelines: The following hiring restrictions shall apply to all employment applicants. For purposes of this procedure, the applicant shall be deemed to have been "found guilty" of the crimes listed below if the applicant was found guilty following a trial, entered a guilty plea, entered a no contest plea or entered a pre-trial diversion program regardless of whether there was an adjudication of guilt (conviction) or a withholding of adjudication. This policy shall not apply to criminal charges resulting in acquittal or dismissal of the charge.

A. The School District will not hire an applicant who has been found guilty at any time of any felony offenses. A felony is defined as an offense that is specifically defined as a felony in the criminal code of the relevant jurisdiction and which the applicant was charged with and "found guilty," or for jurisdictions that do not specifically define felony offenses, those crimes for which the penalty is specified as being imprisonment for greater than one (1) year.
B. The School District will not hire an applicant who has been found guilty at any time of any of the offenses cited in the Level Two Screening Standards found in the Florida statutes (F.S. 435.04) notwithstanding any other provision of Title XXXI, unless the offense is specified elsewhere within this procedure.

C. School District will not hire anyone who has applied for a position for which job responsibilities include transporting students or employees (i.e., bus driver) who at any time has been "found guilty" of Driving While Under the Influence of Alcohol (DUI, DWI, etc.) or who at any time has been "found guilty" of possession or use of any illegal drug or controlled substance without prescription.

D. The School District will not hire anyone who has ever been "found guilty" of trafficking, distribution or sale of drugs or controlled substances regardless of whether the charge is classified as a felony or misdemeanor and regardless of the jurisdiction in which the offense was committed.

E. The School District will not hire anyone who has ever been "found guilty" of any offense that results in their being classified a sexual predator or sexual offender under Florida law for a sex-related crime and/or a statutorily specified crime against children. The School District will not hire anyone who has ever been "found guilty" of any offense that results in their being classified a sexual predator or sexual offender or any like designation under the laws of any other State or sovereign entity.

F. The School District will not hire anyone who has ever been "found guilty" of more than two (2) misdemeanor crimes of the same nature. (i.e., Substance abuse: DWI, DUI, possession of controlled substance, etc; Property Crime: petit larceny, burglary, shoplifting, etc; Violence: Battery, assault, stalking, domestic violence, etc, etc.) The District will carefully consider any applicant who has ever been "found guilty" of two (2) misdemeanor crimes of the same nature.

G. The School District will not hire any who has been "found guilty" of a crime of "moral turpitude." "Moral Turpitude" is defined in the Florida Administrative Code as follows:

"Moral turpitude is a crime that is evidenced by an act of baseness, vileness or depravity in the private and social duties, which, according to the accepted standards of the time a person owes to his or her fellow person or to society in general, and the doing of the act itself and not its prohibition by statute fixes the moral turpitude."

H. The School District will re-review the criminal history of all instructional employees who hold an annual contract each year. In order to continue employment in the designates position, the requirements of the document herein must be met. Employees who do not meet these requirements will be recommended to the Superintendent for non-renewal at the end of the respective contract.

I. The School District will not hire an applicant who has been "found guilty" of the following crimes within the five (5) years preceding his/her application and will carefully consider such conduct in deciding whether to hire the applicant if the applicant was "found guilty" of the crime more than five (5) years before applying for employment:

1. misdemeanor burglary/larceny/robbery
2. misdemeanor resisting arrest with violence
3. misdemeanor possession of a concealed weapon
4. misdemeanor sale or delivery of an alcoholic beverage to a minor
5. misdemeanor fraud (Welfare, Workers’ Compensation, Unemployment Compensation for example)
6. misdemeanor stalking
7. misdemeanor possession or use of an illegal drug or controlled substance or drug paraphernalia (second offense)
8. indecent exposure if sexual in nature
9. misdemeanor driving under the influence of alcohol or a controlled substance (second offense)

J. The School District will carefully consider the conduct of an applicant who has been “found guilty” of the following crimes within the five (5) years preceding his/her application in deciding whether to hire the applicant:

1. misdemeanor possession or use of an illegal drug or controlled substance or drug paraphernalia (first offense)
2. misdemeanor assault or battery outside of the provisions of F.S. 435.04
3. misdemeanor disorderly conduct or disorderly intoxication
4. misdemeanor petty theft
5. misdemeanor driving under the influence of alcohol or a controlled substance (first offense)

K. The prospective employee/applicant who has been “found guilty” of the following misdemeanor crimes will be carefully reviewed on a case by case basis:

1. driving under the influence of alcohol (first offense)
2. indecent exposure/streaking
3. open container violation
4. license violations (driver, fishing, hunting, etc)
5. illegal dumping (waste materials, toxin, etc)
6. mischievous behavior
7. trespassing
8. other criminal traffic offenses
9. multiple offenses
L. Basis for the review will be:

1. Disclosure of offense on application
2. Year in which the arrest occurred
3. Classification of offense (misdemeanor/felony)
4. Number of arrests
5. Cumulative arrests/repeated arrests
6. Disposition of arrest
7. Applicant's job assignment
8. Whether violence was an element of the offense
9. Any other appropriate mitigating factors

The School District will not hire an applicant for a certified teaching or administrative position who is currently on probation as a result of action taken by any State certifying board. Additionally, any prior conduct, which has resulted in review or action by any State certifying board, will be carefully considered prior to clearance for employment with the District.

Any prospective employee/applicant who is disqualified for employment pursuant to the above-cited criteria will be informed in writing of the disqualification.

A current employee may be disqualified or may be terminated from continued employment if the current employee has been convicted of a crime classified as a felony or convicted of a crime involving moral turpitude or any of the offenses enumerated in F.S. 435.

If current employee discipline or termination is recommended, the employee may pursue established grievance procedures.

Any applicant may contest the accuracy of the information provided to the District by the FDLE and which may have been a basis for disqualification. It is the applicant's responsibility to contest the accuracy of the information and obtain correct information and notify FDLE of the correct information and have the report amended.

If a contractor, or contractor's employee is determined to be disqualified from working on School District property, the employee will be notified in writing of the disqualification and offered an opportunity to contest the accuracy of the FDLE report as cited above in paragraph above. In the event of disqualification, the supervisor of the contractor or the contractor's employee will be notified in writing and requested to ensure that the disqualified contractor or contractor's employee be removed from work and attendance on District property.

By the terms of the District's user agreement with FDLE, neither the contractor or contractor's employee supervisor or employer may have access to the information contained within the FDLE report in any way. The notification will simply state that due to failure to the clear screening statute/procedure, this contractor or contractor's employee may not enter upon District property to perform contracted services.

F.S. 1012.32
The School Board of Collier County

Administrative Procedures

6320 - PURCHASING

Bid Protest

A. A bidder, who wishes to file a bid protest, must file such notice and follow procedures prescribed by F.S. 120.57(3), for resolution. For bids solicited by the purchasing department or the facilities department, the notice must be filed with the purchasing department.

B. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to F.S. 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the Board in an amount equal to $25,000 or two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over $500,000 and five percent (5%) of the lowest accepted bid for all other projects. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges, which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney’s fees. If the protester prevails, s/he shall recover from the District all costs and charges which shall be included in the final order of judgment, excluding attorney’s fees.

C. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in section F.S. 120.57(3), shall constitute a waiver of proceedings under F.S. Chapter 120.