

AGENDA

SPECIAL SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA

August 21, 2012

5:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER

ITEMS FOR CONSENT

2. AGREEMENTS/CONTRACTS

a. Purchase Orders - **SEE PAGE #3**

Fund Source: General Fund
Amount: \$15,055.90

ACTION REQUESTED: The Superintendent recommends approval.

b. Food Service Purchase Orders – **SEE PAGE #8**

Fund Source: Food Service
Amount: \$166,700.00

ACTION REQUESTED: The Superintendent recommends approval.

c. Purchase Orders – **SEE PAGE #11**

Fund Source: Federal/General Fund
Amount: Federal \$303,973.00 and General \$12,000

ACTION REQUESTED: The Superintendent recommends approval.

d. Contracted Services for Sonitrol – **SEE PAGE #18**

Fund Source: General Fund
Amount: \$45,273.37

ACTION REQUESTED: The Superintendent recommends approval.

- e. Agreement Between The School Board of Gadsden County Public Schools and INVO Healthcare Associates, Inc. – **SEE PAGE #24**
 Fund Source: FEPF Dollars
 Amount: \$58.00 (per hour for actual hours worked)
 ACTION REQUESTED: The Superintendent recommends approval.
 - f. Contract with Soliant Health – **SEE PAGE #29**
 Fund Source: FEPF
 Amount: \$46.25 per hour (Bachelors Level)
 ACTION REQUESTED: The Superintendent recommends approval.
 - g. Agreement for Services with DES of Florida, LLC through Contract No. DESF030928-PAEC – **SEE PAGE #35**
 Fund Source: General Fund
 Amount: Dependent Upon the Individual Purchase Orders that would be issued through the master agreement Contract No. DESF030928-PAEC
 ACTION REQUESTED: The Superintendent recommends approval.
3. BIDS
- a. Beverage Bid for 2012 – 2013 #1213-06 – **SEE PAGE #53**
 Fund Source: 410
 Amount: Bids are awarded to the vendor with the lowest bid
 ACTION REQUESTED: The Superintendent recommends approval.
 - b. Chemical Bid for 2012 – 2013 #2013-07 – **SEE PAGE #58**
 Fund Source: 410
 Amount: Bids are awarded to the vendor with the lowest bid
 ACTION REQUESTED: The Superintendent recommends approval.
4. SCHOOL FACILITY/PROPERTY
- a. Request to Delete from Capital Assets and Advertise to Highest Bidder **SEE PAGE #66**
 Fund Source: Applicable Funds
 Amount: \$57,466.00
 ACTION REQUESTED: The Superintendent recommends approval.
5. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
6. SCHOOL BOARD REQUESTS AND CONCERNS
7. ADJOURNMENT

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2a

DATE OF SCHOOL BOARD MEETING: August 21, 2012

TITLE OF AGENDA ITEMS: Purchase Orders

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders for the Maintenance Department:

<u>Vendor</u>	<u>PO #</u>	<u>Amount</u>	<u>Fund</u>
Dade Paper Company	183311-183314	\$ 15,055.90	110

FUND SOURCE: General Fund

AMOUNT: \$ 15,055.90

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

THE SCHOOL BOARD OF GADSDEN COUNTY

PURCHASE ORDER NO.

DATE
07/01/12

183311

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR VD00300000	SHIP TO THIS ADDRESS
DADE PAPER CO. 4102-7 BULLS BAY HWY JACKSONVILLE FL 32219	MAINTENANCE DEPARTMENT 805 SOUTH STEWART STREET QUINCY FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
	<i>Bonnie Abel</i>	

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
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		FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT #640-002-12-1 COMMERCIAL PAPER AND OTHER FACILITY ITEMS.11/3/11-11/2/14 PURCHASE REQUIRES 2 PO'S 345999-002 PAPER TOWELS, SINGLEFOLD,9.5"X10.5",1 PLY, UNBLEACHED, 16PKG OF 250/CASE	12.30	1709.70
139		346024-002 PAPER TOWELS, MULTIFOLD,9.25"X9.5",1 PLY, UNBLEACHED,16PKG OF 250/CASE		
362			12.05	4362.10
		TOTAL		6,071.80

PAY TERMS: NET 30

- All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR					TOTAL	6,071.80	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	
110	7900	510	0171	1104250		375.55	
110	7900	510	0151	1104250		602.50	
110	7900	510	0141	1104250		606.25	
110	7900	510	0051	1104250		951.95	
110	7900	510	0041	1104250		1191.40	
110	7900	510	0211	1104250		461.65	
110	7900	510	0101	1104250		123.00	
110	7900	510	0191	1104250		435.30	
110	7900	510	0231	1104250		291.70	
110	7900	510	0201	1104250		730.00	
110	7900	510	0245	1104250		182.00	
110	7900	510	9001	1104250		120.50	

VENDOR

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE
07/01/12

PURCHASE ORDER NO.
183313

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR VD00300000	SHIP TO THIS ADDRESS
DADE PAPER CO. 4102-7 BULLS BAY HWY JACKSONVILLE FL 32219	MAINTENANCE DEPARTMENT 805 SOUTH STEWART STREET QUINCY FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
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QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
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FLORIDA DEPARTMENT OF
MANAGEMENT SERVICES
CONTRACT #640-002-12-1
COMMERCIAL PAPER AND OTHER
FACILITY ITEMS. 11/3/11-11/2/14
PURCHASE REQUIRES 2 PO'S
372012-002 TOILET TISSUE
ROLLS, 4.0"X3.75", WHITE, 1 PLY
96-1000 SHEET ROLLS PER CASE

132 29.57 3903.24

TOTAL 3,903.24

PAY TERMS: NET 30

- All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR					TOTAL	3,903.24	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	
110	7900	510	0171	1104250		295.70	
110	7900	510	0151	1104250		147.85	
110	7900	510	0141	1104250		443.55	
110	7900	510	0051	1104250		591.40	
110	7900	510	0041	1104250		591.40	
110	7900	510	0211	1104250		739.25	
110	7900	510	0101	1104250		88.71	
110	7900	510	0191	1104250		768.82	
110	7900	510	0231	1104250		236.56	
/	/	/	/	/			

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2b

DATE OF SCHOOL BOARD MEETING: August 21, 2012

TITLE OF AGENDA ITEMS: Food Service Purchase Orders

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders for the Food Service Department:

<u>Vendor</u>	<u>PO #</u>	<u>AMOUNT</u>	<u>Fund</u>
Chapman Bruijn Produce, Inc.	183281	\$154,700.00	410
Big Bend Restaurant Supply	183280	\$ 12,000.00	410

FUND SOURCE: Food Service

AMOUNT: \$ 166,700.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

THE SCHOOL BOARD OF GADSDEN COUNTY

PURCHASE ORDER NO.

DATE
07/01/12

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

183281

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR FC07010000

SHIP TO THIS ADDRESS

CHAPMAN BRUIJN PRODUCE, INC
DBA CHAPMAN PRODUCE
3436 WEEMS ROAD
TALLAHASSEE FL 32317

SCHOOL FOOD SVC-GADSDEN CO
203-A MARTIN LUTHER KING JR BL
QUINCY FL 32351

PRINCIPAL / SUPERVISOR

COMPTRROLLER

SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
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BLANKET ORDER 2012-2013 SY

1

NOTE:

FRESH FRUITS, VEGETABLES & EGGS
AS NEEDED-BACK DOOR DELIVERY
WEEKLY ORDERED BY SCHOOLS.
POLICY EXEMPTING THE PURCHASE
OF PERISHABLE FOOD ITEMS FROM
THE REQUIREMENT TO GET COMP.
BIDS UNDER PROVISION OF: FLA
BD OF EDU RULE 6A-7.0411(2)(I)
FL ADMINISTRATIVE CODE.
GADSDEN PROPOSES: ADOPT POLICY
AS LEON COUNTY SCHL BOARD HAS.

154700.00 154700.00

TOTAL 154,700.00

PAY TERMS: NET 30

- All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or su grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR					TOTAL	154,700.00	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	
410	7600	570	0231	0701		13000.00	
410	7600	570	0151	0702		8000.00	
410	7600	570	0141	0704		11000.00	
410	7600	570	0051	0705		9000.00	
410	7600	570	0171	0706		10000.00	
410	7600	570	0091	0707		19000.00	
410	7600	570	0061	0708		3000.00	
410	7600	570	0071	0709		11000.00	
410	7600	570	0041	0710		19000.00	
410	7600	570	0101	0711		700.00	
410	7600	570	0211	0712		23000.00	
410	7600	570	0201	0713		19000.00	
410	7600	570	0191	0714		9000.00	

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE
07/01/12

PURCHASE ORDER NO.
183280

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR FB06000000	SHIP TO THIS ADDRESS
BIG BEND RESTAURANT SUPPLY 400 CAPITAL CIRCLE, SE #1 TALLAHASSEE FL 32301	SCHOOL FOOD SVC-GADSDEN CO 203-A MARTIN LUTHER KING JR BL QUINCY FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
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QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
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SCHOOL YEAR 2012-2013

1		BLANKET ORDER FOR SMALL WARES ITEMS AS NEEDED BY SCHOOL: BEST LOCAL VENDOR.	12000.00	12000.00
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PAY TERMS: NET 30

TOTAL 12,000.00

- All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR					TOTAL	12,000.00	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	
410	7600	510	0231	0701		1250.00	
410	7600	510	0151	0702		666.67	
410	7600	510	0141	0704		1250.00	
410	7600	510	0051	0705		666.66	
410	7600	510	0171	0706		666.67	
410	7600	510	0091	0707		1250.00	
410	7600	510	0071	0709		1250.00	
410	7600	510	0041	0710		1250.00	
410	7600	510	0211	0712		1250.00	
410	7600	510	0201	0713		1250.00	
410	7600	510	0191	0714		1250.00	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2c

DATE OF SCHOOL BOARD MEETING: August 21, 2012

TITLE OF AGENDA ITEMS: Purchase Orders

DIVISION: Federal Projects and Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders:

<u>Vendor</u>	<u>PO #</u>	<u>Amount</u>	<u>Fund</u>
Odyssey Ware, Inc.	183239	\$145,000.00	Title I LEA Wide Activitles
Classroom Technology Solutions	182860	\$ 26,973.00	Title I Parent Involv.
Joseph Knicely	183287	\$ 42,000.00	Title I Regular/General Fd.
Migdalia Rodriguez	183290	\$ 40,000.00	Title I Regular
Ethica, LLC.	183369	\$ 10,000.00	Title I Regular
Kenneth Thomas, Sr.	183370	\$ 52,000.00	Title I LEA Wide Activities

FUND SOURCE: Federal/General Fund

AMOUNT: Federal \$ 303,973.00 and General \$12,000

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

THE SCHOOL BOARD OF GADSDEN COUNTY

PURCHASE ORDER NO.

DATE

6-11-2012

182860

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351

PHONE (850) 627-9651

FAX (850) 627-2760

www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR VC10070000

SHIP TO THIS ADDRESS

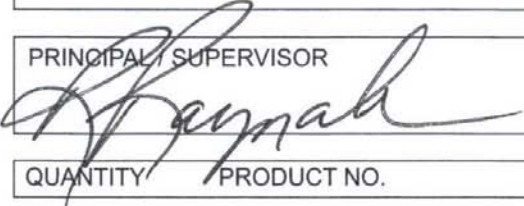
CLASSROOM TECHNOLOGY SOLUTIONS
4909 VICTOR STREET
JACKSONVILLE, FL 32207

FEDERAL PROGRAMS-GADSDEN COUNTY SCHOOLS
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

PRINCIPAL / SUPERVISOR

COMPTROLLER

SUPERINTENDENT



QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
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ATTN: ROSE RAYNAK/DM

		VIEWSONIC PROJECTORS 2700 LUMEN FOR SMART BOARDS		
11		*HAVANA ELEMENTARY	729.00	8,019.00
11		*GRETNA ELEMENTARY	729.00	8,019.00
9		*ST. JOHN ELEMENTARY	729.00	6,561.00
6		*JAMES A. SHANKS MIDDLE	729.00	4,374.00
	QUOTE#	12083172		
	SOF#	AUDIO VIDEO EQUIPMENT 880-000-09-1		

TOTAL: 26,973.00

PAY TERMS: NET 30

- All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR						TOTAL:	26,973.00	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT		
420	5100	642	0091	4221220	100	8,019.00		
420	5100	642	0171	4221222	100	8,019.00		
420	5100	642	0191	4221222	100	6,561.00		
420	5100	642	0211	4221222	102	4,374.00		

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2d

DATE OF SCHOOL BOARD MEETING: August 22, 2012

TITLE OF AGENDA ITEMS: Contracted Services for Sonitrol

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders #183331-183335 for a total of \$45,273.37 for Sonitrol protection

FUND SOURCE: General Fund

AMOUNT: \$45,273.37

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

[Handwritten signature]

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2e

Date of School Board Meeting: August 21, 2012

TITLE OF AGENDA ITEM: Agreement between The School Board of Gadsden County Public Schools and INVO HealthCare Associates, Inc.

DIVISION: EXCEPTIONAL STUDENT EDUCATION

Yes This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space) **This contract will provide Occupational Therapy, Physical Therapy and Speech /Language Services to Exceptional Students in Gadsden Schools. These therapists will provide needed services in positions not filled by the Gadsden County School Board.**

FUND SOURCE: **FEFP Dollars**

AMOUNT: **\$58.00 (per hour for actual hours worked)**

PREPARED BY: **Sharon B. Thomas** *[Signature]*
POSITION: **Director, Exceptional Student Education**

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 4

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

summary.for
revised 0591

Proof read by: *Keala R Francis*

2012 AUG 16 PM 12: 53

GADSDEN SCHOOL BOARD
OFFICE OF ASSISTANT
SUPERINTENDENT

Agreement

THIS AGREEMENT is made on this 17th day of July, 2012 (the "*Effective Date*") by and between *Invo HealthCare Associates, Inc.*, 1780 Kendarbren Drive, Jamison, PA 18929 (hereinafter referred to as "*IHC*") and **Gadsden County Public Schools, 35 Martin Luther King Jr. Boulevard, Quincy, FL 32351** (hereinafter referred to as "Agency").

THIS AGREEMENT contains the following:

- (A) Agency is an agency serving individuals with special needs.
- (B) Both parties wish to enter into an AGREEMENT in which *IHC* will contract with therapist (s) (hereinafter referred to as "therapist"), who will provide therapy services to the individuals of the Agency.

THE PARTIES agree to the following:

1. Services:

Both parties agree that the scope of *IHC*'s responsibility, as set forth in the AGREEMENT, is limited to contracting with therapist(s) who will provide up to seventy-five (75) hours per week of occupational therapy service, thirty-eight (38) hours per week of physical therapy service, and on an "as needed" basis hours per week of speech and language pathology service for the clients of the Agency located in the state of Florida.

2. Duties of Therapist:

(a) The services provided by the therapist under this AGREEMENT will be consistent with the available facilities, the therapist's professional judgment and the standards established in the Agency's community.

(b) The therapist shall maintain adequate and current records, in the manner required by the Agency, for individuals who are provided with service.

(c) The therapist will furnish a professional liability insurance policy to cover herself/himself. This policy must be effective on or before the therapist's first day of work.

(d) The Agency understands and agrees that *IHC* and the therapist are acting and performing as independent contractors at all times. The professional duties of the therapist will be directed by the Agency. The Agency and the therapist must fully comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and the regulation of the therapist and the Agency.

(e) The therapist, under their contract, must comply with policies, rules, and regulations of the Agency.

3. Term:

This AGREEMENT shall be for one (1) year term beginning on or about July 1, 2012 and extending until June 30, 2013. The AGREEMENT will continue for an additional one (1) year term unless either party gives written notice of cancellation sixty (60) days prior to the next one year term. However, if *IHC* does not present a qualified candidate for interview within thirty (30) days from the date on which this AGREEMENT is signed, then the Agency will have the option to terminate the AGREEMENT. Notice of termination will be delivered to *IHC* by Certified Mail with a return receipt.

4. Fees:

(a) *IHC* shall be compensated for services rendered.

(b) Since *IHC* incurs daily expenses, *IHC* will receive from the Agency a guaranteed income of fifty-eight (\$58.00) dollars per hour for every hour of contracted occupational therapy service approved by the Agency, fifty-eight (\$58.00) dollars per hour for every hour of contracted physical therapy service approved by the Agency, and fifty-eight (\$58.00) dollars per hour for every hour of contracted speech and language pathology service approved by the Agency. In the event that therapist must travel between locations after arriving for work on a given date, billable hours will include transportation time from one location to another and a mileage rate of \$.445 per mile.

The Agency shall make payment within thirty (30) days of receipt of a properly prepared and submitted invoice. If the payment is not postmarked from the Agency within thirty (30) days of the receipt of the invoice, the Agency agrees to pay an additional 1.5% interest per month on amounts not paid, such interest being calculated beginning day thirty-one (31) from receipt of invoice. Interest should be calculated in accordance with standard accounting procedures. *IHC* shall bill the Agency for the interest.

Failure by the Agency to pay appropriately submitted invoice within sixty (60) days of receipt may be considered a breach of contract.

For each subsequent contract renewal, the compensation for therapist's services will be negotiated approximately one month prior to the initiation of the next contract period.

5. Duties of Agency:

(a) The Agency will provide the therapist with adequate work areas and equipment, as deemed necessary by the Agency, for the therapist to perform her/his job.

(b) Agency will provide support services as needed.

6. Service of Notices:

Notices served on the Agency will be served by Certified Mail with a return receipt, to the **Gadsden County Public Schools, 35 Martin Luther King, Jr. Boulevard, Quincy, FL 32351**. Notices served on *IHC* will be served by Certified Mail with a return receipt, to *Invo HealthCare Associates, Inc.*, 1780 Kendarbren Drive, Jamison, PA 18929

7. Law of State to Govern:

The validity, enforceability and interpretation of any of the clauses of this AGREEMENT will be determined and governed by the substantive and procedural laws of the commonwealth of Pennsylvania.

8. Scope of AGREEMENT:

This AGREEMENT constitutes the final, complete and entire contract between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this AGREEMENT will be binding unless executed in writing by the parties to be bound thereby.

9. Amendments:

This AGREEMENT may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the Agency and *IHC*.

10. Non-Interference, Non-Solicitation, and Restrictive Covenant:

Agency agrees that it may not during the term of this Agreement and for two (2) years after the expiration or termination of this agreement, directly or indirectly, either as agent, partner, owner, investor, adviser or consultant or in any other capacity, employ or otherwise contract for services with the following:

- a). any therapist that any *IHC*'s staff introduces to Agency, arranges for interview with Agency, or who has provided Services to Agency by or through *IHC*;
- b). any business entity (*i.e.* corporation, company partnership, association) that wishes to use any of *IHC* staff that has been introduced to Agency, had an arranged interview with Agency, or who has provided Services to Agency by or through *IHC*; and/or
- c). any current or former therapist of *IHC* who has provided Services to Agency under the terms of this Agreement and who is associated with an independent business entity as an employee, officer, agent, partner, owner, investor, lender, director, adviser or consultant or in any other capacity.

11. Default:

The Agency will be in default if any of the following happens:

- (a) The Agency fails to make any payment when due.
- (b) The Agency breaks a promise it has made to **IHC**, or the Agency fails to perform promptly at the time and in the specified manner provided in this contract.
- (c) The Agency makes any representation or statement to **IHC** that is false or misleading in any material respect.

12. Confidential Information:

Both parties agree they will not at any time during or after termination of this AGREEMENT use or disclose any confidential information or methods to any person or entity for any purpose whatsoever without the prior written consent of the Agency and **IHC**.

13. Termination:

This AGREEMENT may be terminated (i) immediately upon written notice of breach of any party by the other party, or (ii) by either party upon sixty (60) days prior written notice. Notice will be delivered to the other party by Certified Mail with a return receipt.

The validity or unenforceability of any particular provision or part of this AGREEMENT will not affect any other provisions. If any provision of this contract is held to any extent invalid by any competent tribunal, that provision will be modified to make it enforceable.

THE PARTIES execute this AGREEMENT on the _____ day of _____, 2012.

Gadsden County Public Schools

By: _____

Title: _____

Invo HealthCare Associates, Inc.

By: _____

Mary A.J. McClain, President

SUMMARY SHEET

Red Smith

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2f

DATE OF SCHOOL BOARD MEETING: **August 21, 2012**

TITLE OF AGENDA ITEM: **CONTRACT WITH SOLIANT HEALTH**

DIVISION: EXCEPTIONAL STUDENT EDUCATION

YES This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:
(Type and Double Space)

Soliant Health will make available up to two Speech/Language Pathologists to provide Speech and Language services to elementary and middle schools . These services will replace vacant Speech/Language positions.

SOURCE: **FEFP**

AMOUNT: **\$46.25 per hour** (Bachelors Level)

PREPARED BY: **Sharon B. Thomas** *SBT*
POSITION: Director of Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered 3 & 5

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be duplicated on light blue paper.

PROOF READ BY: *Margaret D Brunson*

2012 AUG 16 AM 7:39
GARDEN SCHOOL BOARD
OFFICE OF ASSISTANT
SUPERINTENDENT

CLIENT SERVICES AGREEMENT



Soliant Health, Inc., a Georgia corporation (hereafter referred to as "Soliant"), and

Gadsden County Schools
(Client Name)

whose location is

35 Martin Luther King JR Blvd
(Street Address)

Quincy, FL 32351
(City, State, Zip)

(hereafter referred to as "Client")

enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Healthcare Professionals ("HCPs") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

- 1. Scope of Services.** Soliant will use its commercially reasonable efforts to provide HCPs for assignment with Client. Soliant will be responsible for payment of each HCP's wages and applicable payroll taxes, deductions, and insurance, including workers compensation, general liability and professional liability coverage for the benefit of the HCPs. If a HCP is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.
- 2. Independent Contractor.** The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each HCP shall be an employee of Soliant and that no qualified HCP shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified HCP placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.
- 3. Insurance.** Soliant will maintain Worker's Compensation and Employer Liability insurance in accordance with state regulations. General Liability insurance will be maintained at a minimum level of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Excess liability insurance will be maintained at a minimum level of five million dollars (\$5,000,000) per occurrence/aggregate. Professional Liability insurance will be maintained at a minimum level of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
- 4. Competency.** Soliant will conduct comprehensive pre-employment screening to provide licensed HCPs who meet applicable professional standards. Soliant will endeavor to present only HCPs who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate HCP records that Soliant may permissibly disclose (e.g. skills checklist(s), work history, etc.) and will facilitate an interview between Client and HCP in order to assist Client in the hiring decision.
- 5. On-Site Responsibility.** Client is responsible for providing all support, facilities, training, direction, and means for the HCP to complete the assignment. Client acknowledges that Soliant is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the HCP's adherence to the applicable standard of care and acknowledges that Soliant is not responsible for the HCP's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each HCP's compliance with health and safety requirements, including those instituted by Client.
- 6. Employment of HCPs.** Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any HCP introduced or referred by Soliant for a period of one year after the latest date of introduction, referral, placement, or end of the contract assignment. If Client or its affiliate enters into such a relationship or refers HCP to a third party for employment, Client agrees to pay an amount equal to \$18,500 or thirty-five (35) percent (whichever is greater) of the HCP's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.
- 7. Equal Opportunity.** It is the policy of Soliant to provide equal opportunity to all HCPs for employment. Soliant and Client will screen based on merit only. All HCPs will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.
- 8. Payment Terms.** Client will be billed on a weekly basis for all services provided during the previous week. Payment is due upon receipt of invoice and shall be considered in default thirty (30) days from issuance of Soliant invoice, after which time a default charge will be imposed at one and one-half percent (1½%) per month on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate, whichever is lower. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Soliant reserves the right, at its option, to discontinue any extension of credit. Please provide billing address below:

CLIENT SERVICES AGREEMENT



Client Name: _____
Client to complete billing information
Billing Address: _____
City, State, Zip: _____
Attention: _____
Telephone: _____

9. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.
10. **Incident and Error Tracking.** Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.
11. **Reporting of Work-Related Injuries.** Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant Health's HCP has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant Health within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected HCP will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. HCP shall also report work-place injury, incident or exposure to Soliant Health concurrently with Client. If Soliant Health's HCPs are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant Health and Soliant Health's HCP.
12. **Termination with Cause.** If Client requests removal of HCP due to performance issues, misconduct or failure to pass any physical, drug screen or other assessment, immediate written and verbal notice is required within forty-eight (48) hours including all supporting documentation specifying the reasons and facts of the termination. If the Client does not provide such documentation within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's HCPs are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 11 of this agreement. Soliant shall have seventy-two (72) hours to refill the position in the event of termination with cause.
13. **Termination without Cause.** Client may cancel an assignment with sixty (60) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 60-day period of notice. In the event Client is unable to provide sixty (60) days notice of termination, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.
14. **Guaranteed Minimum Hours.** Client agrees to provide HCP the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.
15. **Unscheduled Facility Closure Policy.** Soliant will incur fixed expenses over the entire course of an HCP's contract assignment with Client related to the HCP's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in an HCP's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected HCP's services at the reduced rate of \$100/day for each day that the HCP(s) is unable to work by virtue of such Unscheduled Closure.

CLIENT SERVICES AGREEMENT



- 16. **Multiple Locations.** If client requires HCP to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.
- 17. **Issue Resolution.** In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative's manager.
- 18. **Indemnification.** Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.
- 19. **Confidentiality.** Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of Soliant Health shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant Health and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Soliant Health and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.
- 20. **Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
- 21. **Governing Law.** This Agreement shall be governed by the laws of the state of Florida.
- 22. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. *(Please return all pages of this Client Services Agreement)*

SOLIANT HEALTH, INC

_____	_____
Client Name	
_____	_____
Client Representative Signature	Soliant Representative Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

CLIENT REQUIRED DOCUMENTS CHECKLIST



Client: Gadsden County Schools

City, State: Quincy, FL

In an effort to provide all necessary documentation for travel healthcare professionals assigned to your facility, we ask that you complete this form to be used as a reference for all personnel placed in your facility.

Standard Credentialing Package

As part of our Standard Credentialing Package, Soliant will provide the following prior to the start of a contracted assignment.

PROFESSIONAL:
 Current CV / Resume
 Current Skills Checklist
 References

LICENSURE
 Professional License
 Professional License Verification

EDUCATION:
 Healthcare Precautions
 Cultural Competency
 Fire and Electrical Safety
 HIPAA Regulations
 Tuberculosis Awareness

BACKGROUND:
 Criminal Background Check
 GSA Exclusion Search
 HHS/OIG Search
 Sexual Offender Search

MEDICAL:
 Hepatitis B Vaccination / Declination form
 MMR Declination
 Physical Examination Waiver
 10-Panel Drug Screen

Optional Credentialing

If your district requires any of the following in addition to our Standard Credentialing Package, please indicate below.

Teaching Certificate
 Current CPR
 Education Verification
 Fingerprinting (other than for licensure)
 Conducted by School? YES NO
 Motor Vehicle Search
 Hepatitis B Titer
 TB Screening
 Mumps Vaccination
 Rubella Vaccination
 Rubeola Vaccination
 Mumps Titer
 Rubella Titer
 Rubeola Titer
 Varicella Titer
 Other: _____

Additional Comments:

Orientation Details

Will the contracted professional be permitted to attend Orientation while license is in process? YES NO

Will the contracted professional be permitted to start their assignment while license is in process? YES NO

Do you provide any orientation material prior to start date: YES NO

If **Yes** and Soliant is responsible for sending this information to the traveler, please indicate the material being provided:

1. _____ 3. _____
 2. _____ 4. _____

Form Completed by: _____ Date: _____

ADDENDUM A



Assignment Confirmation – Client

This Assignment Confirmation is entered into on **5/30/12** and supplements the Client Services Agreement between **Gadsden County Schools** and Soliant Health.

Soliant Employee

Melissa Gudaitis, hereinafter referred to as HCP, has been placed with **Gadsden County Schools**. HCP is scheduled to begin work for Client on **START DATE 8/20/2012** and complete assignment **END DATE 5/31/2013 (last day of school)**.

Assignment Details: Client will pay Soliant for hours worked by HCP on the following terms:

- Position / Unit:** Speech-Language Pathology Assistant (Gadsden to select supervising SLP prior to start date.)
- Bill Rate:** \$46.25 /HR
- Minimum Hours:** 37.5 Guaranteed per Week. Additional hours must be approved by district prior to working.
- Shift:** Monday- Friday based on district 2012/13 calendar
- Overtime Rate:** 1.5 times Bill Rate
- Holiday Rate:** 1.5 times Service Rate. Observed holidays include: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- Facility Workweek:** Monday – Sunday
- Expenses:** HCP Expenses INCLUDED in Bill Rate.
- Miscellaneous:**
 - a) Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax exempt entity.
 - b) If Soliant HCP should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred. Mileage will be billed at the current Federal reimbursement rate.
 - c) Client agrees to not directly or through a third party hire Soliant Consultant for a period of one year after the completion of the assignment. Should Client employ a Soliant Consultant within 12 months of terminating an assignment with Soliant, Client agrees to pay an amount equal to \$18,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.

INVOICES: All invoices pursuant to this Assignment Confirmation will be mailed to: *(please verify)*

Sharon Thomas

Gadsden County Schools · 35 Martin Luther King Jr. Blvd · Quincy, FL 32351

Client Signature

Client Printed Name

Client Title

Date

Soliant Representative Signature

Shelley Burkett

Soliant Representative Printed Name

Soliant Title

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2g

DATE OF SCHOOL BOARD MEETING: August 21, 2012

TITLE OF AGENDA ITEMS: Agreement for Services with DES of Florida, LLC through
Contract No. DESF030928-PAEC

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested to authorize the use of the agreement established through PAEC for a contract with DES of Florida, LLC. DES is a vendor that provides a staffing solution to retain critically needed qualified DROP retirees. The School Board of Gadsden County would contract with DES for services and DES would hire individuals who have completed DROP.

Contract No. DESF030928-PAEC requires that subsequent purchase orders be issued by the School Board including the names of the contractors, the scope of work to be performed and the amount of expenditures.

FUND SOURCE: General Fund

AMOUNT: Dependent upon the individual Purchase Orders that would be issued through the master agreement Contract No. DESF030928-PAEC

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

GENERAL AGREEMENT FOR TEMPORARY SERVICES

This AGREEMENT is made and entered into this 1st day of July, 2008, between Panhandle Area Educational Consortium through its district of record, Washington County School District (PAEC) (AGENCY/SCHOOL SYSTEM) having its principal address at 753 West Boulevard, Chipley FL 32428, and DES of Florida, LLC, a Florida Limited Liability Company, ("DESF" or "SUPPLIER") having its principal office at 3015 N Shannon Lakes North, Suite 304, Tallahassee, Florida 32309.

In consideration of the terms and conditions contained herein, and other good and valuable consideration, the parties hereto do mutually agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 For the purpose of this Agreement the following terms shall mean:

"AGENCY/SCHOOLS SYSTEM Representative"- Person authorized by the Ordering AGENCY/SCHOOL SYSTEM to issue Letter Purchase Orders pursuant to this Agreement and approve SUPPLIER invoices.

"Contractors" - SUPPLIER employees or sub-contractors as defined in the article entitled SUPPLIER CONTRACTORS.

"Ordering AGENCY/SCHOOL SYSTEM" - Any affiliated corporation, partnership, or ventures, both U.S. and Foreign, as may be designated in writing by AGENCY/SCHOOL SYSTEM that may issue Letter Purchase Orders pursuant to this Agreement.

"Letter Purchase Orders" - Orders issued by AGENCY/SCHOOL SYSTEM for Temporary Services and/or the Work placed pursuant to this Agreement.

"Temporary Services" – Contractors provided by SUPPLIER for assignment to projects designated by AGENCY/SCHOOL SYSTEM as specifically detailed in Letter Purchase Order(s).

"Work" - Temporary Services and/or other services necessary to perform SUPPLIER’s obligations under this Agreement that are provided by SUPPLIER as specifically stated in Letter Purchase Order(s).

Panhandle Area Educational Consortium (PAEC) –Is part of and for the following State of Florida School Districts: Calhoun County School District, FSU Schools, Inc, Franklin County School District , Gadsden County School District, Gulf County School District, Holmes County School District, Jackson County School District, Jefferson County school District, Liberty County School District, Madison County School District, Taylor County School District , Wakulla County School District, Walton County School District, Washington County School District as well as their Participating Districts which are; Bay County School District, Escambia County school District, FAMU Development Research School, Hamilton County School District, Leon County school District, Nassau County School District, Okaloosa County School District, Santa Rosa County school District and Suwannee County School District.

ARTICLE 2 - SCOPE OF AGREEMENT

2.1 This Agreement is applicable to the procurement by AGENCY/SCHOOL SYSTEM or its Ordering COMPANIES as defined below. Specific job specifications will be included in individual Letter Purchase Orders.

- 2.2 AGENCY/SCHOOL SYSTEM acknowledges that SUPPLIER may furnish a portion of the Temporary Services under this Agreement by utilizing SUPPLIER's wholly owned subsidiaries, affiliates, authorized licensees and franchises. In all such cases, SUPPLIER shall be primarily responsible for such activities and shall guarantee the faithful performance of such Temporary Services and Work and all obligations under this Agreement. All such Temporary Services and Work provided by SUPPLIER's affiliates, authorized licensees and franchisees shall be considered to be Temporary Services and Work provided by SUPPLIER. AGENCY/SCHOOL SYSTEM shall have the right to deal directly and exclusively with SUPPLIER, regarding all matters related to the performance of all obligations under this Agreement.

ARTICLE 3 - ORDERING COMPANIES

3.1 For the purpose of this Agreement, the following shall be considered ordering companies : Calhoun County School District, FSU Schools, Inc, Franklin County School District , Gadsden County School District, Gulf County School District, Holmes County School District, Jackson County School District, Jefferson County school District, Liberty County School District, Madison County School District, Taylor County School District , Wakulla County School District, Walton County School District, Washington County School District as well as their Participating Districts which are; Bay County School District, Escambia County school District, FAMU Development Research School, Hamilton County School District, Leon County school District, Nassau County School District, Okaloosa County School District, Santa Rosa County school District and Suwannee County School District.

ARTICLE 4 –LETTER PURCHASE ORDERS

- 4.1 SUPPLIER shall furnish qualified contractors of SUPPLIER to AGENCY/SCHOOL SYSTEM as specified in Letter Purchase Orders issued from time to time by the AGENCY/SCHOOL SYSTEM Representative. Letter Purchase Orders shall constitute the only authorization for SUPPLIER to take any action or to expend money.
- 4.2 Estimates furnished by AGENCY/SCHOOL SYSTEM shall not constitute commitments. SUPPLIER acknowledges and agrees that no Temporary Services by SUPPLIER Contractors shall begin and SUPPLIER shall refuse to fill any requests for SUPPLIER Contractors to start Services unless and until the AGENCY/SCHOOL SYSTEM's Representative issues a properly executed Letter Purchase Order.

ARTICLE 5 - CONTENTS OF LETTER PURCHASE ORDER

- 5.1 Each Letter Purchase Order placed by AGENCY/SCHOOL SYSTEM Representative shall contain the following information:
1. Statement that Letter Purchase Order is issued pursuant to Agreement Number DESF -030928-PAEC
 2. Scope of Work to be performed.
 3. The dates at which Temporary Services are to commence and terminate.
 4. The name, address, and telephone number of AGENCY/SCHOOL SYSTEM Representative.
 5. Name (if provided by AGENCY/SCHOOL SYSTEM) of SUPPLIER Contractor.
 6. Limit of expenditure.
 7. Cost and Fees (i.e., Bill Rate and Expenses)

ARTICLE 6 – TERM OF AGREEMENT AND TERMINATION

- 6.1 The terms of this Agreement shall commence on April 1, 2009 and shall continue in effect for one year periods, automatically renewing annually on July 1 unless terminated by either party in accordance with Sections 6.2 of this Agreement.
- 6.2 This Agreement may be terminated prior to the ending date under the following conditions:
1. The foregoing notwithstanding, either party may terminate this Agreement by providing the other party at least thirty (30) days written notice; provided however, that this Agreement shall continue in force and effect with respect to any Letter Purchase Orders issued by AGENCY/SCHOOL SYSTEM and accepted by SUPPLIER prior to the date of termination.
 2. As to the assignment of SUPPLIER's Contractors to any projects, AGENCY/SCHOOL SYSTEM, in addition to all other rights and remedies for the failure of SUPPLIER to perform its obligations under any Letter Purchase Order issued pursuant this Agreement, may cancel this Agreement and any and all Letter Purchase Orders issued pursuant to this Agreement, in whole or in part, by written notice to SUPPLIER specifying the extent to which the Letter Purchase Order(s) or Agreement are canceled and the date upon which such cancellation becomes effective. SUPPLIER shall be entitled to payment only for Temporary Services rendered, and for approved expenses under this Agreement or any Letter Purchase Order.
 3. Either party upon thirty (30) days written notice, without cause, may terminate Letter Purchase Orders issued pursuant to this Agreement. In the event of such termination, SUPPLIER shall be entitled to payment for Temporary Services rendered to the effective date of termination and for any authorized expenses under the applicable Letter Purchase Order.
 4. In the event of termination of this Agreement or any Letter Purchase Order, all AGENCY/SCHOOL SYSTEM property in SUPPLIER's possession shall be forwarded promptly to AGENCY/SCHOOL SYSTEM.

ARTICLE 7 - INTELLECTUAL PROPERTY AGREEMENT

- 7.1. SUPPLIER shall have each SUPPLIER Contractor sign an Intellectual Property Agreement in the forms annexed hereto as *Attachment A*. Said agreements shall be executed by the SUPPLIER Contractor and shall be retained by the SUPPLIER and accessible to AGENCY/SCHOOL SYSTEM for auditing purposes.

ARTICLE 8 - SUPPLIER CONTRACTORS

- 8.1 The term SUPPLIER CONTRACTORS means anyone performing the Work or furnished by SUPPLIER under this Agreement, including but not limited to the SUPPLIER's employees, consultants, representatives, agents, subcontractors, and subcontractors' subcontractors at all tiers. It is agreed that all persons provided by SUPPLIER to perform the Work are not employees or agents of AGENCY/SCHOOL SYSTEM and AGENCY/SCHOOL SYSTEM shall not exercise any direct control or supervision over SUPPLIER Contractors but AGENCY/SCHOOL SYSTEM's Representative will be available for consultation. The AGENCY/SCHOOL SYSTEM will identify an individual to be its Representative to SUPPLIER.

ARTICLE 9 - ARTICLE HEADINGS

- 9.1. The article headings are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

ARTICLE 10 - ATTACHMENTS

- 10.1 The following attachments are hereby made part of the Agreement:
Attachment A - Agreement between SUPPLIER contractor and AGENCY/SCHOOL SYSTEM regarding intellectual property

Attachment B - Schedule of pricing as described for services at the top of Attachment B
Attachment C - Schedule of pricing as described for services at the top of Attachment C

ARTICLE 11 - ASSIGNMENT

11.1 SUPPLIER shall not assign any right or interest under this Agreement (excepting solely for moneys due or to become due) without the prior written consent of AGENCY/SCHOOL SYSTEM. SUPPLIER shall be responsible to AGENCY/SCHOOL SYSTEM for all Work performed by SUPPLIER's contractor(s) at any tier. AGENCY/SCHOOL SYSTEM may assign this AGREEMENT to any affiliate of AGENCY/SCHOOL SYSTEM or any entity merging with or acquiring substantially all the assets of AGENCY/SCHOOL SYSTEM.

ARTICLE 12 - AUTHORSHIP, COPYRIGHT AND MASK WORK RIGHTS

12.1 The entire right, title, and interest, including copyright and mask work rights, in all original works of authorship fixed in any tangible medium of expression heretofore or hereafter created by SUPPLIER, or on SUPPLIER's behalf, for AGENCY/SCHOOL SYSTEM or furnished to AGENCY/SCHOOL SYSTEM hereunder is hereby transferred to and vested in AGENCY/SCHOOL SYSTEM. The parties expressly agree to consider as works made for hire those works ordered or commissioned by AGENCY/SCHOOL SYSTEM that qualify as such in accordance with the copyright laws. For all such original works, SUPPLIER agrees to provide documentation satisfactory to AGENCY/SCHOOL SYSTEM to assure the conveyance of all such right, title, and interest, including copyright and mask work rights, to AGENCY/SCHOOL SYSTEM.

ARTICLE 13 - BANKRUPTCY AND TERMINATION FOR FINANCIAL INSECURITY

13.1 Either party may terminate this Agreement by notice in writing:

1. If the other party makes an assignment for the benefit of creditors (other than solely an assignment of moneys due); or
2. If the other party evidences an inability to pay debts as they become due, unless adequate assurance of such ability to pay is provided within thirty (30) days of such notice.

If a proceeding is commenced under any provision of the Federal Bankruptcy Code, voluntary or involuntary, by or against either party, and this Agreement has not been terminated, the non-debtor party may file a request with the bankruptcy court to have the court set a date within sixty (60) days after the commencement of the case, by which the debtor party will assume or reject this Agreement, and the debtor party shall cooperate and take whatever steps necessary to assume or reject the Agreement by such date.

ARTICLE 14 - CHOICE OF LAW

14.1 This Agreement and all transactions under it shall be governed by the laws of the State where work is performed. SUPPLIER agrees to submit to the jurisdiction of any court wherein an action is commenced against AGENCY/SCHOOL SYSTEM based on a claim for which SUPPLIER has agreed to indemnify AGENCY/SCHOOL SYSTEM under this Agreement.

ARTICLE 15 - COMPLIANCE WITH LAWS

15.1 SUPPLIER and all persons furnished by SUPPLIER shall comply at their own expense with all applicable laws, ordinances, regulations and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performance under this Agreement.

ARTICLE 16 -DEVELOPED INFORMATION

16.1 SUPPLIER agrees that SUPPLIER will and, where applicable, will have SUPPLIER's associates (as defined in the article entitled INVENTIONS), disclose and furnish promptly to AGENCY/SCHOOL

SYSTEM any and all technical information, computer or other apparatus programs, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge or data, written, oral or otherwise expressed ("Information"), originated or developed by SUPPLIER or by any of SUPPLIER's associates as a result of Work performed under, or in anticipation of, this Agreement. SUPPLIER further agrees that all such Information shall be AGENCY/SCHOOL SYSTEM's property, shall be kept in confidence by SUPPLIER and SUPPLIER's associates, shall be used only in performing this Agreement or in the filling of orders hereunder, and may not be used for other purposes except upon such terms as may be agreed upon between the parties in writing.

ARTICLE 17 - FORCE MAJEURE

17.1 Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party or its contractors ("force majeure conditions").

ARTICLE 18 - GOVERNMENT REQUIREMENTS

18.1 As provided in Section 287.042(16) (a), Florida Statutes, other state agencies may purchase from this resulting contract, provided that the Department Of Management Services has determined that the contract's use is cost-effective and in the best interest of the State of Florida. Upon such approval, the Contractor (SUPPLIER) may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

18.2 As part of this Agreement the SUPPLIER, its agents and employees agree to follow and abide by the State of Florida Code of Ethics, standard of conduct as contained in Part 3, Chapter 112, Florida Statutes.

ARTICLE 19 - IDENTIFICATION

19.1 SUPPLIER shall not, without AGENCY/SCHOOL SYSTEM's prior written consent, engage in publicity related to this Agreement, or make public use of any Identification (as hereinafter defined) in any circumstances related to this Agreement. "Identification" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of AGENCY/SCHOOL SYSTEM, or their affiliates. SUPPLIER shall remove or obliterate any Identification prior to any use or disposition of any material rejected or not.

ARTICLE 20 - IDENTIFICATION CREDENTIALS

20.1 AGENCY/SCHOOL SYSTEM may, at its discretion, require SUPPLIER's Contractors to exhibit identification credentials, which AGENCY/SCHOOL SYSTEM may issue, in order to gain access to AGENCY/SCHOOL SYSTEM's premises for the performance of the Work. If, for any reason, any of SUPPLIER's Contractors are no longer performing Work, SUPPLIER shall immediately inform AGENCY/SCHOOL SYSTEM's Representative in the speediest manner possible. Notification shall be followed by the prompt delivery to AGENCY/SCHOOL SYSTEM's Representative of the identification credentials.

ARTICLE 21 - IMPLADER

21.1 SUPPLIER shall not implead or bring an action against AGENCY/SCHOOL SYSTEM based on any claim by any person for personal injury or death to a contractor of AGENCY/SCHOOL SYSTEM for which AGENCY/SCHOOL SYSTEM has previously paid or is obligated to pay worker's compensation benefits to such contractor or claimant and for which such contractor or claimant could not otherwise bring legal action against AGENCY/SCHOOL SYSTEM.

ARTICLE 22 - INDEMNITY

22.1 At AGENCY/SCHOOL SYSTEM's request, SUPPLIER agrees to indemnify, defend and hold harmless AGENCY/SCHOOL SYSTEM, its affiliates, customers, employees, successors and assigns (all referred to as "Panhandle Area Educational Consortium") from and against any losses, damages, claims, fines, penalties 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 caused or alleged to have been caused by the Work or Services performed by, or material provided by SUPPLIER or persons furnished by SUPPLIER except to the extent such injury or death to persons or damage to property is caused by negligent acts or omissions of AGENCY/SCHOOL SYSTEM or its employees; or (2) assertions under Workers' Compensation or similar acts made by persons furnished by SUPPLIER; or (3) any failure of SUPPLIER to perform its obligations under this Agreement.

ARTICLE 23 - INDEPENDENT CONTRACTOR

23.1 SUPPLIER and all individuals and entities furnished by SUPPLIER (collectively, the "SUPPLIER Group") to perform the Work are independent contractors and nothing in this Agreement shall result in the members of the SUPPLIER Group being deemed to be agents, employees, representatives, partners or joint ventures of AGENCY/SCHOOL SYSTEM. Further, none of the benefits provided by AGENCY/SCHOOL SYSTEM to its employee, including but not limited to compensation, insurance, employee benefit plan benefits or unemployment insurance, are available from AGENCY/SCHOOL SYSTEM to any member of SUPPLIER Group. The members of the SUPPLIER Group shall have no authority to bind, commit, or otherwise obligate AGENCY/SCHOOL SYSTEM in any manner whatsoever.

ARTICLE 24 - INFRINGEMENT

24.1 SUPPLIER shall indemnify and save harmless AGENCY/SCHOOL SYSTEM, its affiliates and their customers, officers, directors, and employees (all referred to in this article as "AGENCY/SCHOOL SYSTEM" from and against any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims (1) of infringement of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest, and (2) related by circumstances to the existence of this Agreement or performance under or in contemplation of it (an "Infringement Claim"). If the Infringement Claim arises solely from SUPPLIER's adherence to AGENCY/SCHOOL SYSTEM's policies and/or written instructions regarding services or tangible or intangible goods provided by SUPPLIER ("Items") and, with respect to tangible or intangible goods, if the Items are not (1) commercial items available on the open market or the same as such items, or (2) items of SUPPLIER's designated origin, design or selection, AGENCY/SCHOOL SYSTEM shall indemnify SUPPLIER. AGENCY/SCHOOL SYSTEM or SUPPLIER (at AGENCY/SCHOOL SYSTEM's request) shall defend or settle, at its own expense any demand, shall timely notify the other of any assertion against it of any Infringement. Claim and shall cooperate in good faith with the other to facilitate the defense of any such Claim.

ARTICLE 25 - INSURANCE

25.1 SUPPLIER shall maintain and cause SUPPLIER's subcontractors to maintain during the term of this Agreement:

1. Workers' Compensation insurance as prescribed by the law of the state or nation in which the Work is performed;
2. Employer's Liability insurance with limits of at least \$1,000,000 for each occurrence;
3. Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence.

All CGL insurance shall designate AGENCY/SCHOOL SYSTEM, its affiliates, and its directors, officers and employees (all referred to as "AGENCY/SCHOOL SYSTEM") as additional insured. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any other coverage available to AGENCY/SCHOOL SYSTEM shall apply on an excess basis. The SUPPLIER shall furnish certificates or adequate proof of the foregoing insurance, including if specifically requested by AGENCY/SCHOOL SYSTEM, endorsements and policies.

ARTICLE 26 - INVENTIONS

26.1 SUPPLIER agrees that if any inventions, discoveries or improvements are conceived, first reduced to practice, made or developed in anticipation of, in the course of, or as a result of work done under this Agreement, by SUPPLIER or by one or more of SUPPLIER's employees, consultants, representatives or agents ("associates"), SUPPLIER will assign to AGENCY/SCHOOL SYSTEM SUPPLIER's and SUPPLIERs associates' entire right, title and interest in and to such inventions, discoveries and improvements, and any patents that may be granted thereon in any jurisdiction of the world. SUPPLIER also agrees that, without charge to AGENCY/SCHOOL SYSTEM, SUPPLIER will and will have SUPPLIER's associates sign all papers and do all acts which may be necessary, desirable or convenient to enable AGENCY/SCHOOL SYSTEM at AGENCY/SCHOOL SYSTEM's expense to file and prosecute applications for patents on such inventions, discoveries and improvements, and to maintain patents granted thereon. SUPPLIER further agrees to grant and hereby grants AGENCY/SCHOOL SYSTEM and AGENCY/SCHOOL SYSTEM affiliate severally, under any patent issued in any jurisdiction of the world for any invention made prior to the completion of the work done under this Agreement, nonexclusive, royalty-free licenses (to the extent SUPPLIER has the right to do so) to make, have made, use lease, sell and import any product or facility derived from the Work done under this Agreement. The licenses so granted to AGENCY/SCHOOL SYSTEM include the right to grant sublicenses to their subsidiaries and associated companies. SUPPLIER also agrees to acquire from its associates such assignments; rights and covenants as to assure that AGENCY/SCHOOL SYSTEM shall receive the rights provided for in this INVENTIONS article.

ARTICLE 27 – INVOICING

- 27.1 Invoices shall be sent at the first of each month or as agreed to in a Letter Purchase Order.
- 27.2 Each invoice shall reference the applicable Letter Purchase Order and shall show the total hours/days worked and the bill rate charged. Any approved expenses shall also be stated on the invoice. Each invoice must include a copy of each SUPPLIER Contractor's time sheet and expense voucher approved by AGENCY/SCHOOL SYSTEM's Representative.
- 27.3 All authorized reimbursements to SUPPLIER or SUPPLIERs' Contractors shall be billed to AGENCY/SCHOOL SYSTEM by SUPPLIER and paid directly to SUPPLIER by AGENCY/SCHOOL SYSTEM.

ARTICLE 28- ABRITRATION

- 28.1 If a dispute relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties shall submit the dispute to a sole arbitrator. Each party shall bear its own expenses and equal share of the expenses of the arbitrator.
- 28.2 Nothing in this article shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending arbitration.

ARTICLE 29 - NON-EXCLUSIVE RIGHTS

29.1 This Agreement does not grant to SUPPLIER any exclusive privileges or rights to provide to AGENCY/SCHOOL SYSTEM the Temporary Services of any type which AGENCY/SCHOOL SYSTEM may require, nor requires the purchase of such services by AGENCY/SCHOOL SYSTEM. AGENCY/SCHOOL SYSTEM may contract with other companies or individuals for the procurement of the same or comparable Temporary Services.

ARTICLE 30 - NOTICES

30.1 All notices under this Agreement and under each Letter Purchase Order shall be deemed duly given upon delivery, if delivered by hand or if sent by certified mail, postage prepaid, return receipt requested, as set forth below or to such other address as either party may designate by notice pursuant hereto:

AGENCY/SCHOOL SYSTEM:

Panhandle Area Educational Consortium
753 West Boulevard
Chipley, Florida 32428
(850)638-6131
Attention: Mr. Patrick McDaniel, Interim Executive Director

SUPPLIER:

DES of Florida, LLC.
3015 North Shannon Lakes, Suite 304
Tallahassee, Florida 32309
(850) 893-1315
Attention: Roy F. DeCastro, President & Managing Partner

ARTICLE 31 - PAYMENT TERMS

31.1 Invoices shall be paid within thirty (30) days of receipt of invoice.

ARTICLE 32 - RELEASES VOID

32.1 Neither party shall require (i) waivers or releases of any personal rights or (ii) execution of documents which conflict with the terms of this Agreement, from employees, representatives or customers of the other in connection with visits to its premises and both parties agree that no such releases, waivers or documents shall be pleaded by them or third persons in any action or proceeding.

ARTICLE 33 - RIGHT OF ACCESS

33.1 Each party shall permit the other party reasonable access to its facilities in connection with Work under this Agreement. No charge shall be made for such visits. It is agreed that prior notification will be given when access is required.

ARTICLE 34 - RIGHT OF ENTRY

34.1 Each party shall have the right to enter the premises of the other party during normal business hours with respect to the performance of this Agreement, subject to all plant rules and regulations, security regulation and procedures and U.S. or foreign government clearance requirements, if applicable.

ARTICLE 35 – RIGHT TO HIRE

35.1 For the purpose of this Agreement, this section has been deleted.

ARTICLE 36 - SEVERABILITY

36.1 If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Agreement, but rather this entire

Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE 37 - STANDARDS

37.1 SUPPLIER Contractors with records of criminal convictions, other than minor traffic violations, shall not be assigned to AGENCY/SCHOOL SYSTEM until a detailed statement of the circumstances is furnished to AGENCY/SCHOOL SYSTEM for its review and AGENCY/SCHOOL SYSTEM has given its written approval of such assignment. In fulfilling SUPPLIER's obligations under this article, SUPPLIER shall comply fully with the laws relating to the making of investigative reports and the disclosure of information contained therein.

ARTICLE 38 - SUPPLIER'S EMPLOYEES AND SUBCONTRACTORS

38.1 SUPPLIER shall not delegate or subcontract any Work or other obligation under this Agreement without the prior written consent of AGENCY/SCHOOL SYSTEM. If any of the Work is dependent on work done by others, SUPPLIER shall inspect and promptly report to AGENCY/SCHOOL SYSTEM's Representative any defect that renders such other work unsuitable for SUPPLIER's proper performance. All persons furnished by SUPPLIER shall be considered solely SUPPLIER's employees or agents, and SUPPLIER shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions when required by law.

ARTICLE 39 - SUPPLIER'S INFORMATION

39.1 SUPPLIER shall not provide under, or have provided in contemplation of this Agreement, any idea, data, program, technical, business or other intangible information, however conveyed, or any document, print, tape, disc, semiconductor memory or other information-conveying tangible article, unless SUPPLIER has the right to do so, and SUPPLIER shall not view any of the foregoing as confidential or proprietary.

ARTICLE 40 - SUPPLIER REPORTS

40.1 Letter Purchase Order reports (to be negotiated by SUPPLIER and AGENCY/SCHOOL SYSTEM).
40.2 Agreement reports (to be negotiated by SUPPLIER and AGENCY/SCHOOL SYSTEM).

ARTICLE 41 - SURVIVAL OF OBLIGATIONS

41.1 The obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 42 - TOOLS AND EQUIPMENT

42.1 Any equipment required by AGENCY/SCHOOL SYSTEM shall be paid by AGENCY. SUPPLIER will not be required to furnish or pay for any equipment needed by contractor to perform duties required in LPO.

ARTICLE 43 - USE OF INFORMATION

43.1 SUPPLIER shall view as AGENCY/SCHOOL SYSTEM's property any idea, data, program, technical, business or other intangible information, however conveyed, and any document, print, tape, disc, tool, or other tangible information conveying tangible or performance-aiding article owned or controlled by AGENCY/SCHOOL SYSTEM, and provided to, or acquired by, SUPPLIER under or in contemplation of this Agreement (Information). SUPPLIER shall, at no charge to AGENCY/SCHOOL SYSTEM, and as AGENCY/SCHOOL SYSTEM directs, destroy or surrender to AGENCY/SCHOOL SYSTEM promptly at its request any such article or any copy of such Information. SUPPLIER shall keep Information confidential and use it only in performing under this Agreement and obligate its employees, subcontractors and others working for it to do so, provided that the foregoing shall not apply to

information previously known to SUPPLIER free of obligation, or made public through no fault imputable to SUPPLIER. Nothing in this clause shall alter or negate SUPPLIER's obligations under the Section 4.2 of the clause LETTER PURCHASE ORDERS.

ARTICLE 44 – WAIVER

44.1 The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

ARTICLE 45 - ENTIRE AGREEMENT

45.1 This Agreement shall incorporate the typed or written provisions on AGENCY/SCHOOL SYSTEM's Letter Purchase Order(s) issued pursuant to this Agreement and shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and the Letter Purchase Order(s) and shall not be modified or rescinded, except by a writing signed by SUPPLIER and AGENCY/SCHOOL SYSTEM. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written communications and understandings of the parties with respect to the subject matter of this Agreement.

Washington County School Board

DES of Florida, LLC.

By _____

By _____

(Authorized Signature)

(Authorized Signature)

Name **Dr. Sandra M. Cook**

Name **Roy F. DeCastro**

Title **Superintendent**

Title **President & Managing Partner**

Date _____

Date _____

By _____

By _____

(Authorized Signature)

Name **Patrick McDaniel**

Title **Interim Executive Director**

Panhandle Area Educational

Consortium

Date _____

ATTACHMENT A

AGREEMENT BETWEEN SUPPLIER CONTRACTOR AND PANHANDLE AREA EDUCATIONAL CONSORTIUM REGARDING INTELLECTUAL PROPERTY

In consideration of payment for the performance of work or assignments for Panhandle Area Educational Consortium or any of its affiliates, and other good and valuable consideration, including the use on behalf of DES of Florida, LLC, of its material, private or proprietary information, or facilities;

I agree that I will keep in confidence and will not, except as required in the conduct of general business or as authorized in writing on behalf of Panhandle Area Educational Consortium , publish, disclose or use, during and after the period of my work or assignment, any private or proprietary information which I may in any way acquire, learn, develop, or create by reason of such work or assignment;

(Date)

(Signature)

DES of Florida, LLC
(Name of SUPPLIER)

(Typed or Printed Name)

DESF -030928-PAEC
(Agreement Number)

(Social Security Number)

ATTACHMENT B

PRICING OF CONTRACTORS PAID ON AN HOURLY BASIS

The compensation of Contractors paid on an hourly basis will be for time worked and will receive no pay for time not worked and, accordingly, Panhandle Area Educational Consortium (PAEC) will not be billed for time not worked. Such Contractor will not be paid for Holidays, Vacation, Sick Leave or any other time off from work. The percentage mark-ups reflected in the table below include, but are not limited to, the costs associated with employer’s portion of payroll taxes including FICA, Medicare, Federal and state unemployment taxes, workman’s compensation insurance, general liability and employment practices insurance, and cost of funds. Should Supplier be required or PAEC elect to have the Contractor receive certain benefit(s) that have not been contemplated by Supplier in determining the mark-up, any increase in the mark-up will be negotiated on a case-by-case basis and will be set forth in the Letter Purchase Order. Because special circumstances and/or conditions may arise were the percentage mark-up reflected in the table below will differ from the percentage mark-up in the Letter Purchase Order, the percentage mark-up in the executed Letter Purchase Order will govern.

Hourly Pay Ranges	Percentage Mark-up
\$11.00 to \$16.00	48.00%
\$16.01 to \$21.00	44.00%
\$21.01 to \$26.00	40.00%
\$26.01 to \$31.00	39.00%
\$31.01 to \$36.00	38.00%
\$36.01 to \$41.00	37.00%
\$41.01 to \$46.00	36.00%
\$46.01 to \$51.00	35.00%

ATTACHMENT C

PRICING OF SALARIED CONTRACTORS

The compensation of Contractors assigned to a salary position shall include the pay for Holidays, Vacation, Sick Leave and any other time off with pay as may be negotiated from time to time between Supplier and Panhandle Area Educational Consortium (PAEC). The specific number of days will be determined on a case-by-case basis and will be set forth in the Letter Purchase Order. The percentage mark-ups reflected in the table below include, but are not limited to, the costs associated with employer’s portion of payroll taxes including FICA, Medicare, Federal and state unemployment taxes, workman’s compensation insurance, general liability and employment practices insurance, and cost of funds. Should Supplier be required or PAEC elect to have the Contractor receive certain benefit(s) that have not been contemplated by Supplier in determining the mark-up, any increase in the mark-up will be negotiated on a case-by-case basis and will be set forth in the Letter Purchase Order. Because special circumstances and/or conditions may arise were the percentage mark-up reflected in the table below will differ from the percentage mark-up in the Letter Purchase Order, the percentage mark-up in the executed Letter Purchase Order will govern. The Contractor will be eligible, at no additional cost, to participate in the Supplier’s 401(k) Plan upon meeting certain plan eligibility requirements.

Salary Ranges	Percentage Mark-up
Below \$45,000	29.5%
\$45,001 to \$50,000	28.5%
\$50,001 to \$55,000	28.0%
\$55,001 to \$60,000	26.5%
\$60,001 to \$65,000	26.0%
\$65,001 to \$70,000	25.5%
\$70,001 to \$75,000	25.0%
\$75,001 to \$80,000	24.5%
\$80,001 to 85,000	24.0%
\$85,001 to \$90,000	23.5%
\$90,001 to \$95,000	23.0%
Greater than \$95,001	22.5%



Roy F. DeCastro
President & Managing Partner

P.O. Box 13935
Tallahassee, FL 32317-3935
rdecastro@dessolutions.com
www.desfsolutions.com

*"Providing Professional
Staffing Solutions"*

Phone: (850) 893-1315 ext. 101
Toll Free Phone: (888) 337-3521
Toll Free Fax: (888) 219-7972

Florida Retirement System

Retention of Critically Needed DROP Retirees

PRESENTED BY:

**DES of Florida, LLC
(DESF)**

Dear Florida Retirement System participant

I appreciate the opportunity to introduce DES of Florida, LLC (DES/F) and the process we have in place for retaining critically needed Deferred Retirement Option Plan (DROP) retirees.

Our work in the area of DROP employee retention was initiated in May of 2003 when State of Florida agencies and School Districts began feeling the effects of the DROP employees leaving and the passing of the class Size initiative. We have established a staffing solution to provide an effective way to retain critically needed qualified personnel. DES/Fs' primary goals for our staffing solution distinguishes our company from others. Our primary goals are:

- **The DROP retiree's status and benefits cannot be jeopardized.**
DES/F has documentation from the State of Florida substantiating that our employees' retirement benefits are not in jeopardy. These documents also protect the FRS participating agencies from the issue of co-employment with State Retirement Division and the Internal Revenue Service
- **Keep the cost of our services comparable to the loaded cost of the employee.**
DES/F used information from the Department of Management Service annual workforce report to structure our cost model. This has enabled DES/F to be "budget neutral" to the agencies which we serve.
- **To maintain the retiree's salary level at the point in which they retired.**
DES/F employees are able to maintain the same salary as when they retired.

DES/F has been working successfully with many State of Florida agencies ~~and School~~ Districts. If you wish to speak to or find out which organizations we're working with please contact me and I can provide you with their contact information.

Thank you for your time and consideration of DES/F, please contact me if you are interested in further information about DES/F and our services.

Sincerely,

Roy F. DeCastro
DES of Florida, LLC
President and Managing Partner



www.MyFlorida.com/frs



DEPARTMENT OF MANAGEMENT
SERVICES

Division of Retirement

Bureau of Enrollment and Contributions
Cedars Executive Center
2639 North Monroe Street, Building C
Tallahassee, FL 32399-1560

Telephone: 850-488-8837
Fax: 850-410-2196

JEB BUSH, GOVERNOR

WILLIAM S. SIMON, SECRETARY

September 9, 2003

Mr. Roy F. DeCastro, President
DES of Florida LLC
Post Office Box 13935
Tallahassee, Florida 32317-3539

Dear Mr. DeCastro:

I have reviewed the following documents relating to DES of Florida, LLC:

- General Agreement for Temporary Services
- Purchase Order Letter
- LPO/Contract

Based on these documents, I have determined that if your company hires a Florida Retirement System (FRS) retiree, he is an employee of your company. DES of Florida, LLC can provide services to an FRS participating employer (buyer) without jeopardizing the retirement benefits of this retiree.

If I can be of further service, please contact me at (850) 414-6386.

Sincerely,

Cathy Smith
Cathy Smith
Benefits Administrator

CS:mea



DEPARTMENT OF MANAGEMENT
SERVICES

"We serve those who
serve Florida"

JEB BUSH
Governor

Tom Lewis, Jr.
Secretary

MyFlorida.com



**Office of the
General Counsel**
4050 Esplanade Way
Suite 160
Tallahassee, Florida
32399-0950

Telephone:
850-487-1082

Fax:
850-922-6312

Internet:
www.MyFlorida.com

18 April 2005

Roy F. DeCastro, Principal
DES of Florida, LLC
Post Office Box 13935
Tallahassee, Florida 32317-3935

Re: Hiring of Retired FRS Members

Dear Mr. DeCastro:

This letter is to confirm my recent e-mail to you regarding DES of Florida's proposal to hire retired Florida Retirement System (FRS) members and to utilize them as temporary employees providing services to FRS employers.

Our legal staff has reviewed your proposed contract. Provided the retired FRS members are employed by DES and not by a FRS participating employer there is no statutory prohibition that would prohibit DES from offering them as temporary workers to FRS participating employers or that would impact their continued receipt of state retirement benefits.

Should you require anything further, please do not hesitate to contact me.

Sincerely,

Steve Godwin
Deputy General Counsel

cc:

Chris Kimmons, Chief Human Resource
Management Officer
Division of Human Resource Management

The School Board of Gadsden County



"Building A Brighter Future"

REGINALD C. JAMES
SUPERINTENDENT OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD
QUINCY, FLORIDA 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
<http://www.gcps.k12.fl.us>

TO: Mr. Reginald James, Superintendent of Schools
FROM: Mrs. Paula Milton/ Mrs. Melanie Davis/FSMT
DATE: August 7, 2012
SUBJECT: *Beverages' Bid Award Notice 2012-2013 (BID #1213-06)*

The Gadsden County School Food Service bid opening for the 2012-2013 school year was held on Tuesday, August 07, 2012 from 9:30 a.m.-10:00 a.m. at the food service office. The following vendors were sent bids.

Coca Cola
1285 Colquitt Hwy.
Bainbridge Ga. 39817

Seven Up Snapple
6001 Bowdendale Ave.
Jacksonville, Fl 32216

Refreshment Pepsi
3919 West Pensacola St.
Tallahassee, Fl 32304

Our lowest bidder for beverage is Coca Cola. It is recommended that **Coca Cola** receive the beverages' bid for the 2012-2013 school years.

ERIC F. HINSON
DISTRICT NO. 1
HAVANA, FL 32333

JUDGE B. HELMS, JR.
DISTRICT NO. 2
QUINCY, FL 32351

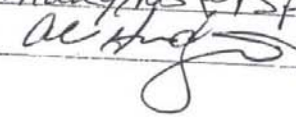
ISAAC SIMMONS, JR.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

ROGER P. MILTON
DISTRICT NO. 5
QUINCY, FL 32353

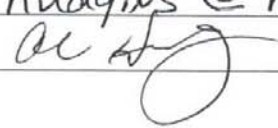
BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

BEVERAGE BID SUBMITTAL FORM

NAME: Refreshment Services Pepsi
 ADDRESS: 3919 West Pensacola Street Tallahassee Florida 32304
 PHONE: 850-574-0281 FAX: 850-574-0576
 E-MAIL: Al.hudgins@rpspepsi.com
 SIGNATURE:  TITLE: General Manager

ITEM NO.	ITEM NAME	PACK SIZE	DESCRIPTION	UNIT COUNT	BID PRICE	
1	Non Carbonated Beverage Assorted Fruit Flavors / 16 oz.	24 / Case				
2	Sports Drink: Assorted Flavors 20 oz.	24/Case	Gatorade	24	\$16.00	.67
3	Bottles Water 16 oz.	24 / Case	AQUAFINA	24	\$5.10	.21
4	100 % Fruit Juice Assorted Flavors 16 oz.	12/CASE	Ocean Spray	12	\$11.00	.92
5	Non Carbonated Beverage Assorted Fruit Flavors 20oz	24/CASE	Gatorade Propel	24	\$18.75	.78
6	Non Carbonated Beverage Assorted Fruit Flavors 20oz	12/CASE	SOBE Life Water	12	\$11.50	.96
7	Non Carbonated Low Calorie Beverage Assorted 10oz	12 / CASE	Hogwash	12	\$6.25	.52
8	Sports Drink Assorted Flavors 12oz	24 / CASE	Gatorade	24	\$12.00	.50

BEVERAGE BID SUBMITTAL FORM

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1	Non Carbonated Beverage Assorted Fruit Flavors / 16 oz.	24 / Case			
2	Sports Drink: Assorted Flavors 20 oz.	24/Case			
3	Bottles Water 16 oz.	24 / Case			
4	Power Aide Drink	24/ Case			
5	100 % Fruit Juice Assorted Flavors 16 oz.				

Vendor Acknowledgment and Approval

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Gadsden County for the purposes as proposed and as described herein. Please print below and sign where required.

Al Hudgins/General Mgr
 Authorized Representative's Name/Title

 Authorized Representative's Signature
8/2/15
 Date
Refreshment Services Pepsi
 Company's Name
850-574-0281
 Telephone Number
850-574-0576
 FAX Number
3919 West Pensacola St.
 Address
Tallahassee Florida
 City State
32304
 Zip Code
Al Hudgins
 Area Representative
850-574-0281
 Telephone Number
850-574-0576
 FAX Number

BEVERAGE BID SUBMITTAL FORM

NAME: Bainbridge Coca-Cola
 ADDRESS: 1285 Colquitt Hwy Bainbridge, GA 39817
 PHONE: 229-400-1698 FAX: 229-248-8780
 E-MAIL: Scott.Brinson@ccbcga.com
 SIGNATURE: Scott Brinson TITLE: OPSR / Full Service Supervisor

ITEM NO.	ITEM NAME	PACK SIZE	DESCRIPTION	UNIT COUNT	BID PRICE	
1 N/A	Non Carbonated Beverage Assorted Fruit Flavors / 16 oz.	24 / Case	N/A	N/A	N/A	
2 025999	Sports Drink: Assorted Flavors 20oz. 12oz. (SB)	24/Case	POWERADE 12oz.	24/CASE	\$ 14.40	.60 ✓
3 030999	Bottles Water 16oz. 20oz. (SB)	24 / Case	DASANI WATER 20oz.	24/CASE	\$ 10.00	.42 20 oz. ✓
4 138999	PowerAid Drink 300ml WATER 300ml (SB)	24/ Case	DASANI WATER 300ml	24/CASE	\$ 9.00	.38 ✓
5 103999	100 % Fruit Juice Assorted Flavors 16oz. 10oz. (SB)	24/CASE	Minute Maid Juice 10oz.	24/CASE	\$ 12.00	.50 ✓

Vendor Acknowledgment and Approval

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<u>Scott Brinson / OPSR</u> Authorized Representative's Name/Title	<u>Scott Brinson</u> Authorized Representative's Signature	<u>7/31/12</u> Date
<u>Coca-Cola</u> Company's Name	<u>(229) 248-8779</u> Telephone Number	<u>(229) 248-8780</u> FAX Number
<u>1285 Colquitt Hwy</u> Address	<u>Bainbridge</u> <u>GA</u> City State	<u>39817</u> Zip Code
<u>Scott Brinson</u> Area Representative	<u>(229) 400-1698</u> Telephone Number	<u>(229) 248-8780</u> FAX Number

The School Board of Gadsden County



"Building A Brighter Future"

REGINALD C. JAMES
SUPERINTENDENT OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD
QUINCY, FLORIDA 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
<http://www.gcps.k12.fl.us>

TO: Mr. Reginald James, Superintendent of Schools
FROM: Mrs. Paula Milton/ Mrs. Melanie Davis/ FSMT
DATE: August 7, 2012
SUBJECT: *Chemical Bid Award Notice 2012-2012 (BID #1213-07)*

The Gadsden County School Food Service bid opening for the 2012-2013 school year was held on Tuesday, August 7, 2012 from 9:35 a.m.-10:00 a.m. at the food service office. The following vendors were sent bids.

Big Bend Restaurant
400 Capital Circle Suites 20
Tallahassee, Fla. 32301

Ecolab
370 Wabasha St. EUC 13
St. Paul, Min. 55102

Osceola Supply Inc.
P. O. Box 13503
Tallahassee, Fl. 32317

Our lowest bidder for chemicals is Osceola Supply Inc. It is recommended that **Osceola Supply Inc.** receive the bid for chemicals for the 2012-2013 school years.

ERIC F. HINSON
DISTRICT NO. 1
HAVANA, FL 32333

JUDGE B. HELMS, JR.
DISTRICT NO. 2
QUINCY, FL 32351

ISAAC SIMMONS, JR.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

ROGER P. MILTON
DISTRICT NO. 5
QUINCY, FL 32353

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

			Osceola Supply	Ecolab	Big Bend Rest.
Solitaire	5 gal	80 cases per yr	27.25	170.00	58.50
Sanitizer	5 gal	60 cases per yr	53.05	153.56	54.50
Wash & Walk	6 gal	60 cases per yr	44.10	120.58	59.10
Hand Soap	4 gal	25 cases per yr	25.17	264.20	21.00

**GADSDEN COUNTY SCHOOL BOARD
SCHOOL FOOD SERVICE
BID NO: 1213-07**

ITEM	PACK UNIT	ESTIMATED USAGE	COST
Solitaire (Used in sink for Pots)	5-Gallons	80 cases per yr	\$27.25
Sanitizer	5-Gallons	60 cases per yr	\$53.05
Wash & Walk (Floor Cleaner)	6-Gallons	60 cases per yr	\$44.10
Hand Soap	4-Gallons	25 cases per yr	\$25.17

Vendor Acknowledgment and Approval

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<u>Ben Wood/ Sales</u> Authorized Representative's Name/Title	<u><i>Ben Wood</i></u> Authorized Representative's Signature	<u>Aug-3-2012</u> Date
<u>Osceola Supply Inc.</u>	<u>(850) 580-9800</u>	<u>850-580-8001</u>
<u>Company's Name</u>	<u>Telephone Number</u>	<u>FAX Number</u>
<u>915 Commerce Blvd</u>	<u>Midway Florida</u>	<u>32343</u>
<u>Address</u>	<u>City State</u>	<u>Zip Code</u>
<u>Jeff Jr</u>	<u>(850) 508-8681</u>	<u>850-580-8001</u>
<u>Area Representative</u>	<u>Telephone Number</u>	<u>FAX Number</u>

**GADSDEN COUNTY SCHOOL BOARD
SCHOOL FOOD SERVICE
BID NO: 1213-07**

ITEM	PACK UNIT	ESTIMATED USAGE	COST
Solitaire (Used in sink for Pots)	5-Gallons	80 cases per yr	\$19.50 ✓
Sanitizer	5-Gallons	60 cases per yr	\$37.89 ✓
Wash & Walk (Floor Cleaner)	6-Gallons	60 cases per yr	\$31.55 ✓
Hand Soap	4-Gallons	25 cases per yr	\$25.17 X

Vendor Acknowledgment and Approval

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<u>Ben Wood/ Sales</u>	<u><i>Ben Wood</i></u>	<u>Aug-2-2012</u>
Authorized Representative's Name/Title	Authorized Representative's Signature	Date
<u>Osceola Supply Inc.</u>	<u>850-580-9800</u>	<u>850-580-1477</u>
Company's Name	Telephone Number	FAX Number
<u>915 Commerce Blvd</u>	<u>Midway</u> <u>FL</u>	<u>32343</u>
Address	City State	Zip Code
<u>Jeff Hittinger Jr</u>	<u>850-580-9800</u>	<u>850-580-8001</u>
Area Representative	Telephone Number	FAX Number

The Sanitizer is a true quaternary Sanitizer not an alternative like bleach. If you want bleach sanitizer please contact our facility. This Sanitizer is what all the Hospitals and nursing homes use in Florida. Thanks for the opportunity

OSCEOLA
SUPPLY, INC.



August 13, 2012

Gadsden County Food Service
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

Dear Paula Milton

There was a mistake made by my secretary at Osceola Supply. She failed to calculate the materials needed for the initial install. The install would include 26 push pumps and 13 mop fills. This would cost Osceola Supply over 2000 dollars for material and labor. This error made the original quote unacceptable and corrections had to be made. The new pricing included the same product as the original quote but it also put in account the material needed for the install. Osceola Supply was still awarded the bid for the 2012-2013 school year because we were still significantly lower than our competition. The install will take place on the week of Aug-13-2012.

There will be a service tech checking on the equipment and materials monthly and I will be checking on the directors and staff on a monthly bases as well. We look forward to this upcoming year and we appreciate the opportunity that was given to Osceola Supply.

Sincerely

A handwritten signature in black ink that reads "Ben Wood". The signature is written in a cursive style.


Ben Wood

**GADSDEN COUNTY SCHOOL BOARD
SCHOOL FOOD SERVICE
BID NO: 1213-07**

ITEM	PACK UNIT	ESTIMATED USAGE	COST
Solitaire (Used in sink for Pots)	4 1/2 gallons 5 gallons	80 cases per yr	4 1/2 gallons 57.35 5 gallons 58.50 X
Sanitizer	4 1/2 gallons 5 gallons	60 cases per yr	4 1/2 gallons 47.2 5 gallons 54.50 X
Wash & Walk (Floor Cleaner)	4 1/2 gallons 5 gallons	60 cases per yr	4 1/2 gallons 42.80 5 gallons 44.25 X
Hand Soap	4 1/2 gallons	25 cases per yr	4 1/2 gallons 21.00 ✓

Vendor Acknowledgment and Approval

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<u>John Carpenter VP</u>		<u>7/25/12</u>
Authorized Representative's Name/Title	Authorized Representative's Signature	Date
<u>Big Bend Restaurant Group</u>	<u>850 353 9100</u>	<u>850 671-3350</u>
Company's Name	Telephone Number	FAX Number
<u>400 Capital Circle SE</u>	<u>Tallahassee</u>	<u>32301</u>
Address	City	State
<u>John Carpenter</u>	<u>850 353 9100</u>	<u>850 671-3350</u>
Area Representative	Telephone Number	FAX Number

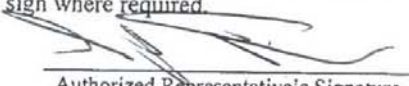
**GADSDEN COUNTY SCHOOL BOARD
SCHOOL FOOD SERVICE
BID NO: 1213-07**

ITEM	PACK UNIT	ESTIMATED USAGE	COST
#1730 Solitaire (Used in sink for Pots)	4-5 lbs per case	80 cases per yr	\$170.48 per case <input checked="" type="checkbox"/>
#17708/Oasis 146 Multi Quat Sanitizer	2.5 gal per case	60 cases per yr	\$76.78 per case <input checked="" type="checkbox"/>
#14278 Wash & Walk (Floor Cleaner)	2.5 gal per case	60 cases per yr	\$60.29 per case <input checked="" type="checkbox"/>
Hand Soap #23671/Digiclean Mild Foam	6-750 ml per case <i>1.19 gal</i>	25 cases per yr	\$78.59 per case <input checked="" type="checkbox"/>

Vendor Acknowledgment and Approval

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Shaun P. Freeze, Government Sales Manager
Authorized Representative's Name/Title


Authorized Representative's Signature

7/31/2012
Date

Ecolab Inc.
Company's Name

651-293-4311
Telephone Number

651-293-2682
FAX Number

370 Wabasha St. N/EUC 13-Government Sales
Address

St. Paul MN
City State

55102
Zip Code

Bob Fish
Area Representative

800-352-5326
Telephone Number

651-225-3098
FAX Number

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 4a

DATE OF SCHOOL BOARD MEETING: August 21, 2012

TITLE OF AGENDA ITEMS: Request to Delete from Capital Assets and Advertise to Highest Bidder

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

In accordance with Sections 274.04, 274.05 and 274.06, Florida Statutes, Board approval is requested to delete \$57,466.00 plus applicable depreciation from the Motor Vehicle Capital Assets. This action is required based on the information received from the Director of Transportation.

VIN #	Purchase Price	Miles	Inventory Tag #	BUS #
1HVBBAAN11H387285	57,466.00	149550	200107	01-48

TOTAL NUMBER OF VEHICLES 1

REVENUE: Applicable Funds

AMOUNT: \$57,466.00

PREPARED BY: Bruce James

POSITION(s): Inventory Control Specialist

DIST: 20 FY: 12

2. FIXED ASSETS
 NUMB: 00200107

TIME: 16:43

ITEM CODE-----DESCRIPTION -----SERIAL #-----
 5000015 BUSES 1HVBBAAN11H387285

TAGGED? MODEL # VDR: V 999999999 VENDOR PRIOR TO TERMS
 Y 01 MFG: M 000000400 INTERNATIONAL
 VEH: 01 48 TAG: 120567 TITLE: _____

LOCATED CNTR: 9003 TRANS.DEPT-SCHOOL BD GADSDEN DEPT: __ BLD: 00 RM: 0000

ACQUIRED DATE P.O.# CHECK# OLG OWN CNTR-OBJ-FND-PROJECT-----AMOUNT
 041301 _____ 0 - _____ 57,466.00

MAINT CONTRACT: _____
 COMMENTS LINDA BUTLER TOTAL COST: 57,466.00

STATUS INV DT CN ----DISPOSITION---- DISP DT LIF ACCUM DEPR: 57,466.00
 _____ G 07 REMOVED 072512 10 CURR VAL: .00

IF SOLD DATE: _____ RECEIPT NO: _____ SALVAGE: _____
 SOLD FOR: _____

RECORD HAS BEEN UPDATED. NEXT ? TERML: 8A0Y

4-© 1 TERMS 199.44.72.2 TW1H0197 2/41