

AGREEMENT FOR TEMPORARY LABOR SERVICES (PD 17-18.055)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and JJW Services, Inc. D/B/A Accustaff, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 52-2107466, whose principal address is 220 West Garden Street, Suite 805, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, on May 21, 2018, the County issued an Invitation to Bidders (PD 17-18.055) seeking a contractor to provide temporary labor services for all departments of Escambia County (Lot 1), toll collector personnel for the Bob Sikes Bridge Toll Plaza (Lot 2), and personnel for the Escambia County Youth Employment Program (Lot 3); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Lot 2; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed and continue for a term of one (1) year. Upon mutual agreement of the parties, this Agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years.
3. **Scope of Services.** Contractor agrees to perform in accordance with the Scope of Services set forth in *Escambia County's Invitation to Bidders for Temporary Labor Services for Escambia County Board of County Commissioners, Specification No. P.D. 17-18.055*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Fee Schedule, attached hereto as **Exhibit B**.
5. **Purchase Orders.** The County shall order services from the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The required services shall be described in detail and the applicable timeframe in which the services are required will be stated in the work order. No minimum quantity of work is guaranteed during the term of this Agreement, and only those services requested pursuant to a work order may be compensated.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: JJW Services, Inc. D/B/A Accustaff, Inc.	To: Escambia County
Attention: Julie Wells	Attention: County Administrator
220 West Garden Street, Suite 805	221 Palafox Place
Pensacola, FL 32502	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Angela Crakey
Witness

By: [Signature]
Jack R. Brown, County Administrator

Gwendy H. Wittersbacher
Witness

Date: 8/17/18

BCC Approved: August 02, 2018

CONTRACTOR: JJW SERVICES, INC. D/B/A
ACCUSTAFF, INC.

Corporate Secretary

By: [Signature]
Julie Wells, President

[SEAL]

Date: 8-8-18

[Signature] 8-8-18
Witness

Approved as to form and legal
sufficiency.

[Signature]
Witness

By/Title: [Signature]
Date: 8/23/18

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

**TEMPORARY LABOR SERVICES FOR THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIFICATION NUMBER PD 17-18.055**

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, JUNE 12, 2018

Office of Purchasing, room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing
Conference Room, 11.407, at 11:00 AM CDT, **May 31, 2018**

Board of County Commissioners

Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

**From:
Paul R. Nobles
Purchasing Manager**

Assistance:

Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



**The following General Terms and Conditions are incorporated by reference
(Continued)**

19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice: Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: <http://dos.myflorida.com/sunbiz/search/>
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

B. Definitions

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- 1) Rejection/Disqualification of Submittal,
- 2) Termination of Contract; or
- 3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

CONTRACT EFFECTIVE: Upon Award with implementation no later than July 1, 2018.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed-price contract to furnish, as required, for the Escambia County Board of County Commissioners (BCC), herein noticed as "County":

- **Lot 1** – Provide temporary labor services throughout Escambia County, FL
- **Lot 2** – Provide full- and part-time personnel for toll collector positions for the Bob Sikes Toll Plaza, located in Pensacola Beach, FL.
- **Lot 3** – Provide personnel services for the Escambia County Youth Employment Program (ECYEP) (Lot 3 will be activated beginning in fiscal year 2018-2019)

Vendor shall provide the County the services of the Vendor's employees, hereinafter referred to as "Assigned Employees."

Vendor shall assume responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that Vendor has agreed to pay.

Vendor shall certify I-9 forms and verify eligibility to work through the E-verify program for all employees assigned to the County.

The Vendor shall offer to all eligible Assigned Employees who perform work for the County, health care coverage that meets the minimum requirement of the Patient Protection and Affordable Care Act and implementing regulations (collectively the "ACA"), including the market reform provisions, the minimum value requirements, and the affordability requirements of the ACA.

The Vendor will be deemed the common-law employer (within the meaning of 26 C.F.R. §31.3401© -(1)) of Contractor Assigned Employees.

Regardless of the foregoing, the parties nevertheless intend to satisfy the requirements of 29 C.F.R. §54.4980H – (4)(b)(2), under which an offer of group health plan coverage made by a temporary staffing firm is treated as an offer of coverage by an unrelated entity for purposes of Internal Revenue Code §4980H, provided that certain criteria are satisfied.

The Vendor shall charge the County a fee related to the Affordable Care Act (ACA), and will be billed per hour worked for each Assigned Employee. The Billable Rate Factor shown on the Bid Form should include any fees associated with compliance with all healthcare and ACA regulations in effect at the time of bid. On the primary Bid Form and in Vendor invoices, please show this fee as a separate line item so it can be acknowledged within the resulting agreement and invoice payments.

The Vendor shall perform necessary background checks and drug screenings on all Assigned Employees. At the County's request, the Vendor shall provide copies of any Assigned Employee's background check, which shall remain confidential.

Assignments will have a Not-to-Exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2017/2018 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however, the Agency will be

All costs associated with additional tests, background checks (Items (b)1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.

3. Assigned Employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.
4. Assigned Employees assigned to the County and will be handling money, shall be bonded prior to their assignment to the County. ECYEP Assigned Employees shall not be handling money and are therefore excluded from this requirement.

For employees handling money, the Agency shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security and insurance in full force and effect throughout the Term in the manner specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place through the Term hereof shall be an Event of Default by Agency hereunder.

5. The Agency will maintain a local office within Escambia or Santa Rosa Counties and provide a dedicated Site Supervisor for all Assigned Employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with Assigned Employees which include (excluding ECYEP Assigned Employees), safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will (excluding ECYEP Assigned Employees) discipline, counsel, evaluate performance, and terminate (when deemed necessary) the Assigned Employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address Assigned Employee's concerns, questions, etc. each week. If the County should have a serious issue with the Agency's Assigned Employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

performance problems. The Vendor will be responsible for initiating corrective and progressive disciplinary action to the contracted employee. The Vendor will provide the County with written notification of action initiated.

13. Escambia County reserves the right to require the immediate removal, from the project, of any Vendor employee whom the County identifies as a potential threat to the health, safety, security or general well-being of the County customers, employees, agents or assets or whom the County determines does not meet the minimum performance requirements of the work. If such removal request of an employee occurs during the employee's regular shift, the Vendor, if directed by the County, will provide a replacement as soon as possible, but within two (2) hours.

The County requests an employee's removal from this project, not their termination. Under no circumstances will the Vendor or its representatives inform the contracted employee that they are being terminated at the request of the County or any representative of the County. The Vendor will take full responsibility for termination of a contracted employee.

14. The Vendor will maintain employee shift reports and time records for review by the County. Employees will be required to record their shift starting and ending times and all rest or meal breaks Vendor provided prescribed forms or by use of an electronic timekeeping device.
15. If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post-accident drug test at no additional cost to the County.
16. The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time the Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.
17. The Agency shall agree to supply an Assigned Employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the Assigned Employee will be required. If the Assigned Employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department

February, 2018.

The current provider for Toll Collection Services is Accustaff. The 2018 budget is listed at \$410,000.00. It should be noted that while this is an estimate, the County will expand their duties with the new agreement therefore the cost to the staffing company should be reduced from the amount shown in historical data.

The current provider for Escambia County Youth Employment Program (ECYEP) is Landrum Staffing. This solicitation will not apply to Summer 2018 employment, only to youth employment following the end of the current program. The 2018 budget for this program is \$300,150.00. Future engagements of this program should be similar in size and scope, and begin in the 2018-2019 fiscal year.

This solicitation should be awarded by July 5, 2018, with a fully executed agreement in place within 10 business days thereafter.

F. Billable Rate Factor

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee PPE, and all other deductions and profits are to be included in this rate.

Example: \$10.00 hourly pay rate x 1.33 (Billable Rate Factor) = \$13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. If the billable rate factor is not submitted in this format, the agency will be disqualified.

All Billable Rate Factors noted below include the added fee for Affordable Care Act compliance.

The following are the Billable Rate Factors at the time the current contract was awarded for Temporary Labor Services:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	1.29
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	1.25
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	1.19

G. Determination for Award

Bidders shall provide a Billable Rate Factor for each Lot and Worker's Comp Code listed on the Bid Form.

Award of the contract for each Lot will be based on the bidder with the lowest sum of "Total \$" calculated in the following method:

Estimated Number of Employees * Expected Average Hourly Rate = Total \$ By Comp Code

Total \$ by Comp Code * Billable Rate Factor = Total \$

The Billable Rate Factor should include any fees associated with compliance with all healthcare and Affordable Care Act (ACA) regulations in effect at the time of bid. On the primary Bid Form, please include what this fee is so it can be acknowledged within the resulting agreement.

The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

H. Toll Collection

Escambia County Transportation and Traffic Operations Division will oversee all day-to-day activities required to manage, supervise, maintain and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, determination of collector staffing and scheduling needs, money collection and storage, money handling and counting, deposit preparation and verification, toll accounting, deposit reconciliation and audits, facility security, and toll facility management.

In addition to furnishing all labor, previous agreements required Vendors to also provide associated materials such as office supplies, transportation, toll charges, support assistance, phone service, security and fire service, and incidentals necessary to manage toll collection. Per the agreement resulting from this solicitation, the Vendor will be required to furnish labor and the Public Works Department of Escambia County will be responsible for providing necessary tools and equipment required to operate toll collection duties.

1. Assigned Employee Duties

The toll plaza facility to be staffed in accordance with this plan consists of four (4) lanes at the toll plaza facility in conjunction with the required staff to operate the annual pass sales desk located within the SRIA main office building located at: 1 Via DeLuna Drive, Pensacola, Florida. The toll plaza facility located at 415 Pensacola Beach Blvd, Pensacola Beach, FL. with the administrative office located in lane # 4 at the Bob Sikes Toll Plaza, which is the western most lane of the plaza.

The level of personnel required for toll collection may be increased or

Additionally, the Assigned Employees must be capable of performing the following duties:

- a) Accurately classify vehicles and collect proper toll amounts from motorists traveling through a toll lane, make proper change, and issue receipts to motorists.
- b) Operate the County's toll collection equipment proficiently.
- c) Represent the County in a courteous, friendly, professional, and helpful manner while dealing with Motorists. Speak and understand English proficiently to effectively communicate with motorists and respond to inquiries.
- d) Accurately, thoroughly, and legibly complete operational reports reflecting toll lane activity, and prepare accurate cash deposit on all monies collected.
- e) Safely travel by foot in toll lanes carrying up to twenty-five (25) pounds.
- f) Perform other related duties as assigned by the supervisor.

3. Photo Identification, Name Tags, and Access Cards

The Vendor will provide each Assigned Employee with a photo identification badge to identify the individual as an employee of the Vendor. The Assigned Employee must have the identification badge with them while assigned to work at the toll facility.

4. Senior Level Manager and Communication

The Vendor will provide a senior level employee to act as the Vendor's manager during the term of the Contract, with authority to act on behalf of the Vendor in any matter related to the personnel assigned. The Vendor's manager and an alternate will speak, understand and write the English language and be available and on-call on a 24-hours-a-day basis during the term of the Contract.

The Vendor will provide emergency telephone numbers. The Vendor will respond to the County within thirty (30) minutes of initial contact (phone or text messages, etc.)

5. Tolls and Transportation

For the use of the toll facility, the Vendor will be required to pay toll charges, for passage of all vehicles, equipment and personnel at the standard rate applicable to the general public. Some employees are required to travel through the toll lanes to report to work at the toll facility. Vendor employees

b) Staffing Requirements

The County will provide contract administration functions and will establish and adjust toll collection staffing requirements. On-duty supervisors and managers at the toll facility locations will be responsible for contacting the Vendor to request additional personnel should the number of on-duty employees be inadequate at any time. Employees of the County will not be responsible for coordinating work schedules directly with the Vendor's toll collection employees.

c) Performance Concerns

The County will be responsible for notifying the Vendor of collector performance problems, including unacceptable cash variances and other violations of Escambia County procedures. Notification of individual collector performance concerns will be made in writing to the Vendor's Manager.

d) Employee Uniforms

The Vendor will provide uniforms to all Vendor toll collection personnel assigned to the Contract, which are subject to the approval of Escambia County. The Vendor will be responsible for informing contracted employees of any County uniform policies and procedures and to ensure uniforms are maintained in a presentable manner.

e) Audit and Accounting Reports

The Vendor shall provide the daily and monthly audit and accounting reports described above.

f) Operations and Procedures Reporting and Manuals

The Vendor shall develop in conjunction with the County, additional reporting procedures which the parties may determine would be of assistance and advisable in the provision of these services. Operations and procedures shall be set forth in manuals upon the request of Escambia County.

B. Escambia County Youth Employment Program (ECYEP)

Escambia County has determined that it is in the best interests of the health, welfare, and safety of the community for the County to develop the ECYEP.

The ECYEP will serve youth between the ages of sixteen (16) and twenty (20) years of age who reside in the County and whose total household income meets the 200% poverty level guidelines and will further provide these individuals with meaningful work experience.

3. Fidelity Bond

The County shall require the Vendor to furnish a fidelity bond to guarantee reimbursement

**Escambia County Youth Employment Program:
Ms. Tonya Gant
Escambia County Neighborhood and Human Services
221 Palafox Place
Pensacola, FL 32502**

8. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted services will be accomplished by submission of an original invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. Emergency Services

The Vendor resulting from this solicitation includes services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

10. Compliance with Governing Laws and Regulations

The Offeror or Vendor will be required to fully comply with all applicable federal, state, and local regulations. The Offeror should carefully review these requirements which are detailed in this solicitation.

11. Contract Term/Renewal/Termination

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- A. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

The Vendor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the Vendor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

15. Ordering – Issuing a PO in advance to initiate a temp labor request?

The County will issue release (purchase) orders against the contract on an as needed basis for the services listed on the Bid Form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

The County reserves the right to award on an "all-or-none total" basis to one Offeror or to award on a "lot-by-lot" basis, whichever is in the best interest of and/or most advantageous to the County. For the purposes of this solicitation, a "lot" will be identified as any one of the three categories of staff needed: Temporary Labor Services, Toll Collectors, and Escambia County Youth Employment Program.

18. Protection of Property

The Vendor will protect from damage all property associated with, or which is in the vicinity of, or in any way affected by, the Vendor's work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of the Vendor, or its employees, agents or invitee, will be immediately repaired at the expense of the Vendor to a condition similar or equal to that existing before such damage occurred.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the Vendor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the Vendor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the Vendor by the Office of Purchasing. Such termination may also result in suspension or debarment of the Vendor.

20. Termination (Public Records Request)

If the Vendor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the Vendor and his surety, if any, seven (7) days written notice, during which period Vendor still fails to allow access, terminate the employment of

The Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Vendor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Vendor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

a) Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

b) Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Exhibit "B"

JAIL PAY SCHEDULE

FY 2017/2018

DBM	HOURLY					ANNUAL	
	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
JA10	9.25	10.44	11.63	12.82	14.01	\$19,240.00	\$29,136.64
JA11	10.19	11.50	12.81	14.13	15.44	\$21,195.20	\$32,114.58
JA12	10.70	12.08	13.45	14.83	16.20	\$22,256.00	\$33,699.95
JA13	11.64	13.14	14.64	16.14	17.63	\$24,211.20	\$36,677.89
JB20	12.09	13.65	15.20	16.76	18.31	\$25,147.20	\$38,091.87
JB21	13.30	15.01	16.72	18.44	20.15	\$27,664.00	\$41,905.34
JB22	14.96	16.89	18.81	20.74	22.66	\$31,116.80	\$47,132.80
JB22A	15.71	17.73	19.75	21.77	23.79	\$32,676.80	\$49,489.44
JB22B	16.49	18.81	21.12	23.44	25.75	\$34,299.20	\$53,560.00
JB22C	17.32	19.55	21.78	24.01	26.23	\$36,025.60	\$54,566.93
JB23S	12.59	14.21	15.83	17.45	19.07	\$26,187.20	\$39,655.82
JB23T	15.11	17.05	18.99	20.93	22.88	\$31,420.48	\$47,582.70
JB23	16.63	18.76	20.90	23.03	25.16	\$34,590.40	\$52,338.83
JB23A	17.44	19.69	21.93	24.18	26.43	\$36,275.20	\$54,973.98
JB23B	18.32	20.68	23.03	25.39	27.75	\$38,105.60	\$57,716.26
JB23C	19.24	21.71	24.19	26.66	29.14	\$40,019.20	\$60,608.50
JB31	18.69	21.10	23.50	25.91	28.31	\$38,875.20	\$58,894.58
JB32	21.18	23.90	26.63	29.35	32.07	\$44,054.40	\$66,714.34
JC40	21.13	23.85	26.58	29.30	32.02	\$43,950.40	\$66,607.22
JC41	23.26	26.25	29.24	32.23	35.23	\$48,380.80	\$73,270.08
JC42	24.91	28.11	31.32	34.52	37.73	\$51,812.80	\$78,476.11
JC43	26.57	29.99	33.41	36.82	40.24	\$55,265.60	\$83,703.57
JC51	28.64	32.33	36.01	39.70	43.38	\$59,571.20	\$90,237.89
JC52	31.13	35.14	39.14	43.15	47.15	\$64,750.40	\$98,079.07
JD61	33.20	37.47	41.75	46.02	50.29	\$69,056.00	\$104,613.39
JD62	34.86	39.35	43.83	48.32	52.81	\$72,508.80	\$109,840.85
JD63	36.52	41.22	45.92	50.61	55.31	\$75,961.60	\$115,046.88
JD71	38.60	43.57	48.53	53.50	58.46	\$80,288.00	\$121,602.62
JD72	41.09	46.37	51.66	56.94	62.22	\$85,467.20	\$129,422.38
JE81	43.16	48.71	54.27	59.82	65.37	\$89,772.80	\$135,978.13
JE82	44.82	50.58	56.35	62.11	67.88	\$93,225.60	\$141,184.16
JE83	46.47	52.45	58.43	64.41	70.39	\$96,657.60	\$146,411.62
JE91	48.55	54.80	61.04	67.29	73.53	\$100,984.00	\$152,945.94
JE92	51.03	57.60	64.17	70.73	77.30	\$106,142.40	\$160,787.12
JF101	55.12	62.21	69.30	76.39	83.48	\$114,649.60	\$173,641.52
JF102	60.63	68.43	76.23	84.03	91.83	\$126,110.40	\$191,016.38

No changes were made for FY 17/18

Exhibit "D"

MEDICAL - JAIL PAY SCHEDULE								
FY 2017/2018								
		HOURLY					ANNUAL	
POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
ARNP - Clinical	JD72	40.28	45.77	51.25	56.74	62.22	\$63,782.40	\$129,422.38
Medical Assistant	JA12	10.49	11.82	13.35	14.78	16.20	\$21,819.20	\$33,699.95
Dental Assistant	JB21	13.04	14.82	16.60	18.37	20.15	\$27,123.20	\$41,805.34
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	\$23,732.80	\$36,677.89
Refer to BCC pay scale for positions not listed								

Job Title and Worker's Compensation Codes

(For questions, please contact Risk Management)

Job Title	W/C Code	Job Title	W/C Code
Engineering Specialist	5509	HR Manager	8810
Engineering Specialist (Office Staff)	8810	HR Supervisor - Employment	8810
Engineering Tech - Signal	5509	HR Supervisor - HRIS	8810
Engineering Tech (Transp & Drainage)	9410	Human Res Associate I	8810
Engineering Tech (All others)	8601	Human Res Associate II	8810
Environ Analyst (Term)	8720	Human Resources Supv	8810
Environ Enforce Ofr	9410	Info Specialist - SOE	8810
Environ Enforce Supv	9410	Info Technology Coord	8810
Environmental Analyst	8720	Info Technology Spec	8810
Environmental Prog Mgr	8720	Info Technology Tech	8810
Environmental Tech	9015	IT Manager	8810
Environmental Tech (Waste Svcs)	6217	IT Network Analyst	8810
Equip Operator I	5509	IT Security Officer	8810
Equip Operator II (Waste Ops)	6217	IT Spec - Audio & Visual	8810
Equip Operator II (All others)	5509	It Voip Coordinator	8810
Equip Operator III (Waste Svcs)	6217	It Web Coordinator	8810
Equip Operator III (All others)	5509	Jail - EMT/Paramedic	7720
Equip Operator IV (Waste Svcs)	6217	Jail Admin Assistant	8810
Equip Operator IV (All others)	5509	Jail Corr Lieutenant	7720
Extension Agent I	8810	Jail Corrections Captain	7720
Extension Agent II	8810	Jail Corrections Officer	7720
Extension Agent III	8810	Jail Corrections Sergeant	7720
Extension Agent IV	8810	Jail Custodial Worker	7720
Field Supervisor-Rd	5509	Jail Office Support Asst	7720
Field Supervisor-Rd (SRI Public Works)	9410	Jail Program Coordinator	7720
Field Supervisor-SW (Waste Svcs)	9403	Kennel Supervisor	8831
Fire Captain	7704	Kennel Technician	8831
Fire Chief	7704	Landfill Ops Supv	9403
Fire Inspector	7704	Landfill Service Worker	9403
Fire Lieutenant	7704	Laundry Specialist	7720
Fire Marshall	7704	Laundry Worker	7720
Fire Public Educ Officer - Relief	7704	Law Librarian (Jail)	7720
Firefighter	7704	Law Librarian (All others)	8810
Firefighter - Relief	7704	Lead Animal Control Officer	8831
Fleet Maint Spec	8380	Lead Drafter/Eng Proj Coord	9410
Fleet Maint Supv (EMS)	8380	Lead Env Enforce Officer	9410
Fleet Maint Supv (Mass Transit)	8380	Lead Fleet Maint Tech	8380
Fleet Maint Supv (SRI Public Works)	8380	Lead Maintenance Tech (Parks)	9102
Fleet Maint Supv (Waste Svcs)	9403	Lead Maintenance Tech (SRI Public Works)	9410
Fleet Maint Tech (Mosquito Svcs)	9402	Lead Power Equip Tech	8380
Fleet Maint Tech (All Others)	8380	Legal Admin Asst	8820
Fleet Maint Worker	8380	Legal Office Administrator	8820
Floodplain Program Manager	9410	Librarian	8810
Food Service Assistant	7720	Librarian - PT	8810
Food Service Supv	7720	Library Clerical Asst	8810
Forensic Jail Case Manager	7720	Library Computer Tech	8810
Frnsc Mntl Hlth Spec-Trm	8810	Library Director	8810
Fuel Distrib Assistant	8380	Library Info Specialist	8810
Fuel Distribution Supv	8380	Library Manager	8810
GIS Analyst	8810	Library Tech Spec - Courier	8810
GIS Technician	8810	Library Technician	8810
Health Services Manager	7720	Licensed Practical Nurse	7720
Housing Rehab Specialist	9410	Lifeguard	7520



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.055 Temporary Labor Services for Escambia County BCC

All:

You recently reviewed an Invitation to Bid regarding the above-mentioned specification.

This Addendum Number 1 provides for an update to the time listed for the non-mandatory pre-solicitation conference scheduled for tomorrow, May 31, 2018, in the Office of Purchasing. **The meeting is scheduled to begin at 11:00 AM CDT.**

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey Lovingood", is written over a circular stamp.

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 3: Should one of the lots be awarded to a firm other than the current provider, will new background checks need to be performed?

Answer 3: Yes.

Question 4: We have been asked to clarify the "Control of Employees."

Answer 4: All "Assigned Employees" working for the County are considered to be under the control of the staffing firm. "Assigned Employees" are defined on page 10 of 35 of the solicitation. Additionally, the ACA fee is to be incorporated into the invoice to be paid by Escambia County, but it is up to the staffing firm as the employer to pay the fee as the government requires.

Question 5: We have been asked to clarify the PPE required for different roles:

Answer 5: The typical personal protective equipment (PPE) used by the County is as follows:

- Reflective Safety Vest
- Hard Hat
- Safety Glasses
- Leather gloves or Rubber gloves (depends on position)
- Raincoats (reflective)
- Steel-toed work boots or Safety Shoes (depends on position)
- Steel-toed work boots w/steel shank (puncture resistant) for Solid Waste

Facilities, Natural Resources Management, Parks & Public Works (Beach) provides everything but the steel-toed work boots or safety shoes.

Public Works (Engineering) provides everything including the steel-toed boots.

Solid Waste currently provides no PPE, however, with the new contract they will be providing everything but the boots.

Question 6: Is timekeeping centralized?

Answer 6: Timekeeping is managed by each department within the County. The awarded firm(s) is responsible for coordinating with each department to understand what the department offers and coordinate getting that information into the staffing firm's information base in a timely manner.

Question 7: Will the County accept electronic payroll distribution for Assigned employees?

Answer 7: Yes.

Question 8: Information was requested regarding OSHA certification for certain Assigned Employees, as well as the safety record.

Answer 8: At this time, this information is not yet available. The County does not believe that these issues will impact the prices contained in the bids and can be answered with the awarded firm(s) as that becomes necessary to finalize any agreement.

SOLICITATION, OFFER, AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

Invitation to Bid
Temporary Labor Services for the
Escambia County Board of County
Commissioners
Solicitation Number PD 17-18.055

SOLICITATION

Mailing Date: May 21, 2018

Pre-Solicitation Conference: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 10:00 AM CDT May 31, 2018

Offers Will Be Received Until: 2:00 PM CDT, June 12, 2018, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with Recommended Awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number:	<u>52-2107466</u>	Terms of Payment	<u>30 days</u>
Delivery Date will be	<u>6/12/2018</u> days after receipt of Purchase Order	Bid Bond Attached	<u>\$ 1000</u>
Vendor Name:	<u>JJW Services DBA Accustaff, Inc.</u>		
Address:	<u>220 W Garden St, Suite 805</u>		
City, State, Zip:	<u>Pensacola, FL 32502</u>		
Phone:	<u>850-477-9915</u>	Toll Free:	<u></u>
Fax:	<u>850-477-9781</u>	Contact:	<u>Julie Wells</u>

Julie Wells, President

Name & Title of Person Authorized to Sign Offer

Julie J. Wells
Signature of Person Authorized to Sign Offer

(Original Signature Required)

*** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.**

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

Lot 2 – Toll Collector Positions

\$326.63

Affordable Care Act Fee per Assigned Employee per Hour
(Notification only; Billable Rate Factor should include this fee.)

\$0.29

