

## **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 Blue Arbor, Inc., a foreign for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 56-1308931, whose principal address is 5413 Morton Road, New Bern, NC 28562.

### **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 1 and Lot 3; 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 Exhibit referenced above 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 will be compensated.

6. **Method of Payment/Billing.** Contractor will request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place, Suite 140  
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended (the "Act").

7. **Termination.** The County retains the right to immediately terminate this Agreement for cause, and the County may terminate the Agreement for convenience upon providing thirty (30) days written notice to Contractor. The Contractor may terminate this Agreement for cause upon providing thirty (30) days written notice to the County. In the event of termination by either party, the Contractor shall be paid for amounts due and owing for services rendered through the date of termination.

8. **Indemnification.** Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to Escambia County's indemnification right under this Agreement. 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.

9. **Insurance.** During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Employment Practices Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) Fidelity Bond with \$1,000,000 per occurrence coverage limit.

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.

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. 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: Blue Arbor, Inc.  
Attention: Lucine Moffett  
5413 Morton Road  
New Bern, NC 28562

To: Escambia County  
Attention: County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

With copy to:  
PO Box 12780  
New Bern, NC 28561

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 seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

13. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

18. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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 Cranky  
Witness

Gudry H. Witterstater  
Witness

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

Date: 8/17/18

BCC Approved: July August 2, 2018

CONTRACTOR: BLUE ARBOR, INC.

Denelle Williams  
Corporate Secretary Witness

[SEAL]  
Jocay M. Beard  
Witness

By: [Signature]  
Lucine Moffett, President

Date: 8/7/18

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 7/25/18

**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  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Telephone: 850-595-4953  
E-Mail: [JD Lovingood@mvescambia.com](mailto:JD Lovingood@mvescambia.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.**

**EXHIBIT**

**A**

tabbies

**\*\*\*IMPORTANT NOTICE\*\*\***

**THE BID FORM FOR THIS SOLICITATION IS NOW  
LOCATED ON THE ATTACHED EXCEL  
SPREADSHEET:  
"PD 17-18.055 BID FORM"**

**BIDDERS ARE REQUIRED TO COMPLETE THE BID  
FORM ON THE SPREADSHEET AND PRINT IT FOR  
SIGNATURE.**

**THE PRINTED BID FORM MUST BE SUBMITTED  
WITH AN ORIGINAL SIGNATURE OR THE BID  
WILL NOT BE ACCEPTED.**

**THE EXCEL SPREADSHEET MUST BE  
COMPLETED AND SUBMITTED VIA ELECTRONIC  
FORMAT (CD OR FLASH DRIVE)**

## **ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

**BID INFORMATION:** See Escambia County Office of Purchasing web site at <https://myescambia.com/our-services/purchasing> then click "Solicitations".

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms, and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose Any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Non-Conformation to Contract Conditions**
12. **Inspection, Acceptance, and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**



**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

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2<sup>nd</sup> Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

**Specification Number PD 17-18.055, "Temporary Labor Services for the Escambia County Board of County Commissioners", Name of Submitting Firm, Date and Time Due.**

**Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.**

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

#### **A. Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

**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**

responsible for verifying the accuracy of the Worker's Compensation Code prior to filing the order. Worker's Compensation Codes and Job Titles may be found in Exhibit "C". Job descriptions for positions listed in Exhibit "C" may be found on the County's website, [www.myescambia.com](http://www.myescambia.com). Should the County need a position that is not covered in this solicitation the billable rate will be determined by negotiations coordinated by the Human Resources Department with the Agency.

Escambia County will not be required to retain an Assigned Employee for a minimum amount of time. The County is not responsible for any benefits of Assigned Employees. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

**A. The Vendor**

The Vendor shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Vendor will complete the following for each Assigned Employee who will be assigned to the County:

**1. REQUIRED excluding ECYEP – (Cost associated with this section may not be billed to the County and these costs shall be incorporated in the billable rate factor.)**

- a) A minimum of a five-panel drug test (Drug test to be performed upon offer of assignment to the County – exception would be for any Assigned Employee transferring as a result of the award of this contract.)
- b) A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. An Assigned Employee may be placed at the County subject to the results of the criminal background check.
- c) Minimum of two employment reference checks.
- d) Sexual Predator background check.

The Agency may be required to conduct additional tests and background checks based on position requirements.

**2. ADDITIONAL - (At County's Request – may be billed back to the County at cost)**

- a) Education check, as required.
- b) Credit Check, if applicable. (For positions that handle money)
- c) A Division of Motor Vehicles background check, if applicable.
- d) DOT 5-panel drug test, as required.

**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.**

The Agency's Site Supervisor will not be required to work on-site at County offices, nor will they be provided an office by the County.

6. All work will be subject to acceptance by the County, which will evaluate the Contractor's work for compliance with the Contract. The County's Contract Manager, or designee, will provide verbal and written communications to the Contractor referencing any and all problems or deficiencies with items of work as necessary. The Contractor will have a maximum of three (3) working days to correct identified problems. Unforeseen circumstances beyond the control of the Contractor, which delay compliance, will be considered at the discretion of the County.
7. All Assigned Employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at [www.myescambia.com](http://www.myescambia.com) under Risk Management.
8. The Agency shall provide any Personal Protective Equipment (PPE) and safety training required for the position. All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.
9. All Assigned Employees shall be qualified for the position to which they are assigned, shall maintain high standards of personal grooming, and shall dress appropriately for the job.
10. The Vendor will ensure that no Assigned Employee is assigned to work at a County location where a relative of the employee is assigned. This requirement applies to all relatives of the Assigned Employees, either employed by the County or Vendor.
11. The Vendor will be responsible for all matters pertaining to the employment, benefits, compensation, discipline, and discharge of personnel provided by the Vendor. The Vendor will be an independent contractor of the County in performance of its duties herein. The Vendor's personnel performing services under the Contract will at all times be under the Vendor's direction and control and will be employees of the Vendor and not employees of Escambia County. The Vendor will pay all wages, salaries and other amounts due its employees in connection with the Contract and will be responsible for all reports and obligations regarding such employees, including but not limited to Social Security Tax, Income Tax Withholding, Unemployment Compensation, Worker's Compensation, employee benefits and similar matters.
12. The Vendor's employees will follow the directions and instructions of the County's designated representative and will be subordinate to these individuals while on duty at the toll facility.

The County will provide the Vendor written documentation on employee

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



for clearance before the Assigned Employee is assigned to the County.

18. County mandated Emergency Administrative Leave is for regular County employees only. Assigned Employees on assignment with the County are not required to work during a County mandated emergency. Assigned Employees requested and willing to work will be paid at their regular rate of pay for any hours worked.
19. Overtime hours are not normally allowed but if worked the FLSA guidelines will be followed according to the exempt or non-exempt status of the position.
20. The Agency will have all Assigned Employees sign a Temporary Employee Disclaimer (Exhibit "E") stating they are not an employee of the County and the County will not provide any benefits. A copy of this signed document will be sent to the County's Human Resources Department, prior to the start date of the Assigned Employee.

**B. Invoicing**

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) Assigned Employee name, (2) classification or job title, (3) rate paid by the County, (4) purchase order number, (5) full amount of the employee(s) approved hours, with a copy of signed time sheet, and should be submitted separately for each Division. The Clerk of the Circuit Court, Accounts Payable, 221 Palafox Place, Pensacola, FL 32502, will provide payment upon receipt of the required documents.

**C. Requesting an Assigned Employee**

When requesting an Assigned Employee, the Departments and offices of the County will submit a completed "Request for Temporary Labor Service" form (Exhibit "F") to the Human Resources Department. The Human Resources Department will review and forward this request to the Agency. When an individual is selected by the Agency, the Agency will notify the County's Contract Administrator and the County's Work-Site Supervisor who will become the person of contact for the Assigned Employee, the County, and the Agency.

**D. Bid Form**

Column 3 for each Lot contained on the Bid Form provides an estimate for the number of employees needed by a department based on expected historical usage. This does not imply a minimum/maximum number of employees needed at any given time. Actual needs will vary by department.

**E. Current Agreements**

The current provider for Temporary Labor Services for Escambia County is Blue Arbor, Inc., and approximately \$2.9M was paid on this contract from June, 2015 to

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

8810	Library (Library Clerk, Librarian, and other clerical positions)	N/A
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	1.26
9102	Park (Maintenance Worker, Technician)	1.26
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer)	1.24

The following are the Current Billable Rate Factors for 2018 for Toll Collector positions:

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
8810	Toll Collection – Manager	1.33
8810	Toll Collection – Supervisor	1.47
8810	Toll Collection Staff	1.33

The following are the current Billable Rate Factors for 2018 for the Escambia County Youth Employment Program (ECYEP):

Worker's Comp Code	Worker's Compensation Categories & General Description with Typical Job Titles	2018 Billable Rate Factor
0035	Agriculture (plants/gardens)	1.5648
8810	Media Relations	1.5648
8810	Library	1.5648
8810	Natural Resources/Conservation	1.5648
8810	Clerical	1.5648
9102	Sports & Recreations (upkeep and prep)	1.5648
8292	Warehousing	1.5648
9015	Facilities Maintenance (Indoor & outdoor painting, general building maintenance as a helper)	1.5648
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1.5648
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	1.5648
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation' assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	1.5648
8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	1.5648
8810	Engineering Department Assistants (work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1.5648

**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

decreased, at any time, by the County under the following guidelines.

- a) When an emergency condition exists that requires additional employees to handle emergency traffic conditions on a temporary basis, the Vendor will provide the additional employees as quickly as possible, but no later than two (2) hours after verbal notification to the Contractor by the County.
- b) The Vendor will be responsible for providing replacement employees for scheduled Assigned Employees who fail to report to work or are otherwise unavailable. The Vendor is required to provide replacement toll collectors for the scheduled Assigned Employee who fails to report to work as quickly as possible, but no later than one (1) hour before the beginning of the scheduled shift, or at the beginning of the scheduled shift start time, if notified at least one (1) hour before the scheduled shift.
- c) As a result of holidays, special events, changes in traffic patterns, or other operational requirements, the County may request the Vendor to provide expanded lane hours, whether by adding additional shifts using current Assigned Employees or by adding additional Assigned Employees as may be required to meet these changes. Such actions will be accomplished by means of a written authorization from the Contract Manager. Upon receipt of such request for additional employees, the Vendor will provide these additional Assigned Employees as soon as possible but no later than one (1) week following authorization by the County.
- d) During emergencies or heavy traffic situation when an Assigned Employee fails to report to work, or as a result of an unfilled shift, the County may require another Assigned Employee from the off-going shift to remain on duty until the replacement employee arrives. Compensation for any such shift extension will be at the Contractor's hourly rate. Pursuant to b) above, overtime will not be approved in cases of employee failure to report to work.

## **2. Minimum Qualifications**

Personnel provided by the Contractor for toll-collection assignments must meet the following minimum qualifications:

- a) One (1) year of cash-handling experience on a computerized cashier system.
- b) Possess a high school diploma or equivalent.
- c) Demonstrate ability to speak, understand, and writing the English language proficiently.
- d) Possess a valid Florida Driver's license and be insurable.

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

will be required to pay all toll charges at any time they pass through a toll facility.

The County will require the Vendor to directly reimburse its toll collection employees for all toll charges the employees are required to pay that are directly related to work performed by the employees under this Contract, except tolls incurred when reporting to work.

These toll charges cannot be waived nor will they be reimbursed by the County. The cost of all toll charges will be presumed to have been included in the Contract hourly rate proposal. The hourly contracted rate offered by Vendor and accepted by the County is assumed to be all inclusive and will be the only avenue for payment to the Vendor.

**6. Orientation and Training**

**a) Training History and Records**

The Vendor will be required to maintain records on contracted employees' training history. The Vendor will provide these reports at the request of the County.

**b) Training Hours Compensation**

While Vendor employees are attending either initial or follow up County provided or mandated training, the County will pay for these hours at the contract hourly rate.

**c) Completion of Training**

Failure to successfully complete any training session will exclude the Vendor employee from being assigned to the project for the remainder of the Contract period.

**d) Verification of Hours Worked**

The Vendor will verify hours worked with the toll facility manager or supervisor weekly/ monthly, and contract will be paid as hours worked.

**7. COUNTY RESPONSIBILITIES**

**a) Supervisor of Operations**

Escambia County will be responsible for overseeing the day-to-day activities required to manage, supervise, and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, money collection and storage, deposit preparation and verification, operational reporting, toll accounting and audits, facility security and maintenance, and toll facility management.

**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



to the County for losses resulting from proven acts of dishonesty by contract employees who handle cash or are exposed to opportunities for theft. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1<sup>st</sup> Floor, 221 Palafox Place, Pensacola, Florida by the successful Offeror(s) before the Contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

**4. Procurement Questions**

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, JD Lovingood@myescambia.com. The last day for questions to be submitted for this solicitation is June 06, 2018, at 5:00 PM CDT.

**5. Bid Form**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

**6. Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, Conference room 11.407, 213 Palafox Place, Pensacola, FL 32502, May 31, 2018, at 11:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

**7. Notices**

All notices required to be made pursuant to this solicitation or resulting agreement, by either party to the other shall be in writing and delivered by hand or by the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

**General Temporary Labor:**

Ms. Janice Floyd  
Human Resources  
221 Palafox Place  
Pensacola, FL 32502

**Toll Collection Services:**

Mr. David Forte  
Public Works Department  
3363 West Park Place  
Pensacola, FL 32505

**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.

- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

**12. Pricing**

All services sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

**13. Fair Labor Standards Act Exemption**

The 2018 Florida minimum wage is \$8.25 per hour, effective January 01, 2018. Florida law requires the Florida Department of Economic Opportunity to calculate a minimum wage rate each year. The annual calculation is based on the percentage increase in the federal Consumer Price Index for Urban Wage Earners and Clerical Workers in the South Region for a 12-month period.

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

Pursuant to enactment of such minimum wage increase by the U.S. Department of Labor under the Fair Labor Standards Act, the County shall take the following actions based upon a written request by the awarded Vendor:

- A. Within five (5) working days from receipt of a written request by the Vendor, a Hearing may be scheduled if such request is in dispute. The Vendor may present documentation to support a request for a price modification based upon such minimum wage increase.
- B. Should a Hearing be held, within five (5) working days after receipt of all pertinent documentation requested by the Hearing Officer or submitted by the Vendor, the County shall issue a final determination.
- C. The County shall take appropriate and timely action to ensure all contractual documents reflect the decision of the Hearing Officer. Should an increase be approved, such action shall be effective the date of the approving decision. The County and the Vendor shall ensure all invoices submitted and received from that date forward shall reflect such increase.

**14. Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the Vendor. Upon negotiation of the offer, execution and receipt of the change order, the Vendor shall commence performance of the work as specified.

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 and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Vendor, and may finish the project by whatever method it may deem expedient. In such case, the Vendor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Vendor (excluding monies owed the Vendor for subcontract work.)

**21. Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all Offeror's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

**22. Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**A. County Insurance Required**

The Vendor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the Vendor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Vendor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Vendor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the Vendor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

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.

**E. Employment Practices Liability Coverage**

Employment Practices liability coverage in the amount of \$1,000,000.00, with Escambia County BCC endorsed as an additional insured.

**F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**G. Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County  
Attention: Jeffrey Lovingood, Purchasing Specialist  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4953

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

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 "A"

**BCC PAY SCHEDULE**

**FY 2017/2018**

PAYGRADE	HOURLY					ANNUAL	
	MINIMUM	ST QUARTIL	MIDPOINT	RD QUARTIL	MAXIMUM	MINIMUM	MAXMUM
A10	8.25	9.40	10.54	11.69	12.83	17,160.00	26,686.40
A11	10.20	11.85	13.51	15.16	16.81	21,216.00	34,964.80
A12	10.71	12.45	14.18	15.92	17.65	22,276.80	36,712.00
A13	11.25	13.07	14.89	16.71	18.53	23,400.00	38,542.40
B20	11.25	13.07	14.90	16.72	18.54	23,400.00	38,563.20
B211	12.49	15.36	18.23	21.10	23.97	25,979.20	49,857.60
B21	12.49	14.51	16.53	18.55	20.57	25,979.20	42,785.60
B21A	13.75	15.98	18.21	20.43	22.66	28,600.00	47,132.80
B22	14.54	16.90	19.26	21.61	23.97	30,243.20	49,857.60
B22A	15.12	17.57	20.01	22.46	24.90	31,449.60	51,792.00
B23	16.63	19.33	22.02	24.72	27.41	34,590.40	57,012.80
B31	17.96	20.87	23.79	26.70	29.61	37,356.80	61,588.80
B32	19.40	22.54	25.68	28.82	31.96	40,352.00	66,476.80
C41	20.75	24.11	27.48	30.84	34.20	43,160.00	71,136.00
C42	22.21	25.81	29.41	33.00	36.60	46,196.80	76,128.00
C42A	22.83	26.27	29.72	33.16	36.60	47,486.40	76,128.00
C43	23.76	27.61	31.46	35.31	39.16	49,420.80	81,452.80
C51	25.42	29.54	33.66	37.78	41.90	52,873.60	87,152.00
C52	27.21	31.62	36.02	40.43	44.83	56,596.80	93,246.40
C53	28.16	32.72	37.29	41.85	46.41	58,572.80	96,532.80
D61	29.12	33.84	38.55	43.27	47.98	60,569.60	99,798.40
D62	30.86	35.86	40.86	45.86	50.86	64,188.80	105,788.80
D63	32.71	38.01	43.31	48.60	53.90	68,036.80	112,112.00
D71	34.67	40.29	45.91	51.52	57.14	72,113.60	118,851.20
D72	36.76	42.71	48.67	54.62	60.57	76,460.80	125,985.60
E80	32.08	37.28	42.48	47.67	52.87	66,726.40	109,969.60
E81	38.96	45.27	51.58	57.89	64.20	81,036.80	133,536.00
E82	41.29	47.98	54.68	61.37	68.06	85,883.20	141,564.80
E83	43.78	50.87	57.96	65.05	72.14	91,062.40	150,051.20
E91	46.41	53.93	61.44	68.96	76.47	96,532.80	159,057.60
E92	49.19	57.16	65.13	73.09	81.06	102,315.20	168,604.80
F101	54.11	62.87	71.64	80.40	89.16	112,548.80	185,452.80
F102	59.51	69.15	78.80	88.44	98.08	123,780.80	204,006.40

Changed Minimum Wage to \$8.25 effective January 1, 2018

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	\$52,938.83
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	28.91	\$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 "C"

**LIBRARY PAY SCHEDULE**

**FY 2017/2018**

PAYGRADE	HOURLY					ANNUAL	
	MINIMUM	1ST QUANTILE	MIDPOINT	3RD QUANTILE	MAXIMUM	MINIMUM	MAXIMUM
GE-01	9.19	10.94	12.69	14.43	16.18	\$19,115.00	\$33,657.00
GE-02	9.66	11.50	13.33	15.17	17.01	\$20,092.00	\$35,371.00
GE-03	10.14	12.07	13.99	15.92	17.85	\$21,091.00	\$37,128.00
GE-04	10.65	12.68	14.70	16.73	18.76	\$22,152.00	\$39,013.00
GE-05	11.14	13.15	15.16	17.17	19.18	\$23,171.00	\$39,892.00
GE-06	11.48	13.61	15.74	17.87	20.00	\$23,878.00	\$41,606.00
GE-07	11.82	14.07	16.31	18.56	20.81	\$24,585.00	\$43,276.00
GE-08	12.26	14.51	16.76	19.01	21.26	\$25,500.00	\$44,220.00
GE-09	12.63	14.90	17.18	19.45	21.72	\$26,270.00	\$45,184.00
GE-10	13.00	15.41	17.82	20.23	22.64	\$27,040.00	\$47,091.00
GE-11	13.37	15.92	18.47	21.02	23.57	\$27,809.00	\$49,019.00
GE-12	13.72	16.33	18.95	21.56	24.17	\$28,537.00	\$50,283.00
GE-13	14.08	16.76	19.44	22.12	24.80	\$29,286.00	\$51,590.00
GE-14	14.50	17.26	20.02	22.78	25.53	\$30,160.00	\$53,111.00
GE-15	15.23	18.13	21.03	23.92	26.82	\$31,678.00	\$55,789.00
GE-16	16.00	19.04	22.08	25.12	28.16	\$33,280.00	\$58,574.00
GE-17	16.81	20.00	23.20	26.39	29.58	\$34,964.00	\$61,530.00
GE-18	17.65	21.01	24.36	27.72	31.08	\$36,712.00	\$64,637.00
GE-19	18.54	22.06	25.59	29.11	32.63	\$38,563.00	\$67,872.00
GE-20	19.48	23.18	26.88	30.58	34.28	\$40,518.00	\$71,300.00
GE-21	20.46	24.34	28.23	32.11	36.00	\$42,556.00	\$74,877.00
GE-22	20.86	24.82	28.78	32.74	36.70	\$43,388.00	\$76,334.00
GE-23	22.57	26.85	31.13	35.41	39.69	\$46,945.00	\$82,547.00

No changes were made for FY 17/18

**Exhibit "D"**

<b>MEDICAL - JAIL PAY SCHEDULE</b>								
<b>FY 2017/2018</b>								
		<b>HOURLY</b>					<b>ANNUAL</b>	
<b>POSITION</b>	<b>DBM</b>	<b>MINIMUM</b>	<b>1ST QUARTILE</b>	<b>MIDPOINT</b>	<b>3RD QUARTILE</b>	<b>MAXIMUM</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
ARNP - Clinical	JD72	40.28	45.77	51.25	56.74	62.22	\$83,782.40	\$129,422.38
Medical Assistant	JA12	10.49	11.92	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	\$41,905.34
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	\$23,732.60	\$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)

<b>Job Title</b>	<b>W/C Code</b>	<b>Job Title</b>	<b>W/C Code</b>
Accountant	8810	County Surveyor	8601
Accounting Assistant	8810	Court Liaison	7720
Accounting Manager	8810	Crim Just Prog Manager	8810
Accounting Technician	8810	Criminal Justice Spec I (Jail)	7720
Administrative Assistant (Jail Medical)	7720	Criminal Justice Spec I (All others)	8810
Administrative Assistant (Legal)	8820	Criminal Justice Spec II	8810
Administrative Assistant (All others)	8810	Custodial Mgr	9015
Administrative Officer	8810	Custodial Supv	9015
Administrative Officer I	8810	Custodial Worker	9015
Administrative Supervisor (Jail)	7720	Customer Service Technici	8810
Administrative Supervisor (All others)	8810	Customer Svs Associate	8810
Animal Control Comm Clerk	8831	Dental Assistant	7720
Animal Control Officer	8831	Dept Director II (Parks)	9102
Animal Control Supv	8831	Dept Director II (All others)	8810
Animal Services Manager	8831	Dept Director III (Public Safety)	7705
ARNP/Clinical Associate	7720	Dept Director III (All others)	8810
Asst Co Attorney (Cert)	8820	Deputy County Attorney	8820
Asst Co Attorney (Non-Cert)	8820	Deputy Division Manager	9410
Asst County Administrator	8810	Deputy Fire Chief	7704
Battalion Chief	7704	Deputy SOE For Admin	8810
BI Chief Construction Supv	9410	Detention Assistant	7720
BI Combination Inspector	9410	Detention Assistant	8810
BI Combination Supv	9410	Dev Program Mgr	8810
BI Construction Inspector	9410	Development Services Manager	8810
Billing Manager	8810	Director Of Mental Health	7720
Bldg Cd Enforce Officer	9410	Director's Aide	8810
Branch Director	8810	Division Manager (DCAT)	8601
Budget Analyst	8810	Division Manager (EMS)	7705
Budget Manager	8810	Division Manager (Marine Resources)	9410
Building Code Insp Supervisor	9410	Division Manager (Road Prison)	7720
Chief of Water Safety	7520	Division Manager (All others)	8810
Clerk I	8810	Dna Technician - Relief	7720
Clerk II	8810	Ec Mrk & Prom Coordinator	8810
Clerk III	8810	Election Specialist	8810
Clinical Nurse	7720	Elections Coordinator	8810
Clinical Nurse Coord	7720	Emer Comm Disp - Relief	8810
Comm & Media Relations Mgr	8810	Emer Medical Specialist	7705
Comm & Media Relations Spec	8810	Emer Medical Spec-Relief	7705
Comm Center Coordinator	9102	Emergency Comm Call Taker	8810
Commissioner	8810	Emergency Comm Dispatcher	8810
Commissioner's Aide	8810	Emergency Comm Division Mgr	8810
Compliance Coordinator	9410	Emergency Comm Supv	8810
Construction Inspector	9410	Emergency Ops Coordinator	8810
Construction Mgr	9410	Emergency Planning Coord	8810
Corrections Captain	7720	EMS Operations Mgr	7705
Corrections Financial Manager	8810	Ems Quality Specialist	7705
Corrections Lt	7720	Energy Manager	8810
Corrections Officer	7720	Engineering & Env Quality Mgr	8810
Corrections Officer - Work Release	7720	Eng Program Coordinator (Engineering)	9410
Corrections Sergeant	7720	Eng Program Coordinator (Office Staff)	8810
County Administrator	8810	Engineering Project Coord	9410
County Attorney	8820	Engineering Spec - Signal	5509

## 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

**Job Title and Worker's Compensation Codes**

(For questions, please contact Risk Management)

<b>Job Title</b>	<b>W/C Code</b>	<b>Job Title</b>	<b>W/C Code</b>
Maintenance Shop Supv	5190	Senior Admin Officer I	8810
Maintenance Tech (Facilities)	9015	Senior Admin Officer II	8810
Maintenance Tech (Facilities - Electrical)	5190	Senior Budget Analyst	8810
Maintenance Tech (Library)	9015	Senior Kennel Technician	8831
Maintenance Tech (Mass Transit)	8380	Senior Librarian	8810
Maintenance Tech (Mass Transit/Grounds)	9102	Senior Lifeguard	7520
Maintenance Tech (Parks)	9102	Sr Assistant County Atty	8820
Maintenance Worker (Facilities)	9015	Sr Bldg Code Enf Officer	9410
Maintenance Worker (Mass Transit/Grounds)	9102	Sr Comm & Media Rel Spec	8810
Maintenance Worker (Parks)	9102	Sr Criminal Justice Spec	8810
Maintenance Worker (SRI Public Works)	5509	Sr Election Supp Asst	8810
Medical Assistant	7720	Sr Eng Proj Coordinator	9410
Medical Director	8832	Sr Natural Resources Mgr	8720
Medical Records Tech	8810	Sr Office Support Asslt	8810
Medical Support Assistant	7720	Sr Purchasing Coordinator	8810
Mental Health Counselor	7720	Sr Urban Planner	8810
Mosquito Control Manager	8810	Storekeep/Warehouse Supv	8810
Mosquito Control Supv	9402	Stormwater Manager	9410
Mosquito Control Tech	9402	Strkpr/Wrths Tech	8810
Network System Engineer I	8810	Strkpr/Wrths Tech - Relief	8810
Office Support Assist	8810	Student Assistant	8810
Paramedic Supervisor	7705	Supervisor of Elections	8810
Pharmacy Tech	7720	Systems Analyst	8810
Plans Examiner	8810	Train/Outreach Coordinator - SOE	8810
Power Equipment Tech	8380	Transit Bus Operator	7382
Program Assistant	9015	Transit Cleaner	8380
Program Coordinator	8810	Transit Cleaner	8380
Program Mgr Fac Constr Maint	9015	Transit Customer Serv Rep	8810
Program Mgr R&B Const Maint	9410	Transit Customer Serv Supv	8810
Program Mgr-Parks	5509	Transit Fleet Maint Mgr	8380
Program Manger (SOE)	8810	Transit Fleet Maint Tech	8380
Program Manager (Traffic)	8601	Transit Fueler	8380
Program Manager (SRI Public Works)	9410	Transit Fueler	8380
Program Specialist - SOE	8810	Transit Maint Manager	8380
Prop Lien Program Coord	8810	Transit Manager	8810
Psychiatric Technician	7720	Transit Prog Mgr Ops	5509
Purchasing Associate	8810	Transit Prog Mgr Safety	9403
Purchasing Manager	8810	Transit PT Trolley Operator	7382
Purchasing Specialist	8810	Transit Supervisor (Mass Transit/Safety)	9403
Real Estate Acquis Manager	9410	Transit Supervisor (Mass Transit/Ops)	5509
Records Clerk	8810	Transp & Traffic Ops Mgr	9410
Recreation Coordinator	9102	Urban Planner I	8810
Recreation Manager	9102	Urban Planner II	8810
Recycling Oper Manager	8810	Vet Technician	8831
Redeveloper I	8810	Veteran Affairs Officer	8810
Registered Nurse	7720	Veterinarian	8831
RESTORE Program Manager	8810	Video Production Spec	8810
Risk Analyst	8742	Warehouse Specialist - SOE	5191
Road Construct Spec	5509	Warehouse Worker	7720
Road Division Manager	5509	Water Qual Env Tech Grant	9015
Safe Neighborhoods Coordinator	8810	Water Quality Manager	8720
Safety Technician	9403	Workers Comp Specialist	8810



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 large, stylized circular flourish.

Jeffrey Lovingood  
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

JDL





Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager  
Office of Purchasing

June 11, 2018

To: All Known Prospective Bidders

**ADDENDUM NUMBER 2:**

Re: PD 17-18.055 Temporary Labor Services for Escambia County (FL) Board of  
County Commissioners

All:

You have recently obtained an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow below and on the next page.

**Question 1:** Is a Bid Bond Required.

**Answer 1:** A Bid Bond **IS** required in the amount of \$1,000.00. This ensures that the awarded firm will honor their bid.

**Question 2:** In the event of an emergency where temporary labor may be urgently needed, will it be possible to waive the need for background checks to expedite the process of providing staff?

**Answer 2:** This would require Board action and can only take place at the time of the event.

**(Continued on the following page)**

Sincerely,

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

Jeffrey Lovingood  
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

JDL

**Question 9:** The current agreement regarding toll collection requires the staffing agent to acquire the Sunpass transponders and load them with funds for paying tolls for staff performing work duties during their shift. The current agreement also requires Assigned Employees to pay any tolls required to arrive to/depart from their scheduled shift.

**Answer 9:** At this time, the County will not be changing this requirement.

This Addendum Number 2 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.

**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)**

<b>Federal Employer ID Number or S.S. Number:</b>	<u>58-1305931</u>	<b>Terms of Payment</b>
<b>Delivery Date will be</b>	<u>8/12/2018</u> days after receipt of Purchase Order	<u>net 30</u>
<b>Vendor Name:</b>	<u>Blue Arbor, Inc.</u>	<b>Bid Bond Attached</b>
<b>Address:</b>	<u>913 Gulf Breeze Parkway Unit 29</u>	<u>\$</u>
<b>City, State, Zip:</b>	<u>Gulf Breeze, FL 32561</u>	
<b>Phone:</b>	<u>252-514-5380</u>	<b>Toll Free:</b> <u>800-633-9715</u>
<b>Fax:</b>	<u>252-638-5087</u>	<b>Contact:</b> <u>Lucine Moffett</u>

Lucine Moffett, President

Name & Title of Person Authorized to Sign Offer.



\* 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**

<b>Lot 1 – Temporary Employment Services</b>	<u>\$1,288.19</u>
<b>Lot 3 – Escambia County Youth Employment Program</b>	<u>\$739.20</u>
<b>Affordable Care Act Fee per Assigned Employee per Hour (Notification only; Billable Rate Factor should include this fee.)</b>	<u>\$0.10</u>



<b>Worker's Comp Code</b>	<b>Worker's Compensation Categories &amp; General Description with Typical Job Titles</b>	<b>Estimated Number of Employees</b>	<b>Expected Average Hourly Rate</b>	<b>Total \$ by Comp Code</b>	<b>Billable Rate Factor (ex. 1.XX)</b>	<b>Total \$</b>
5509	Street or Road Maintenance or Beautification & Drivers (Road Department Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	13	\$10.71	\$139.23	1.27	\$176.82
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	6	\$12.83	\$76.98	1.25	\$96.23
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician, Student Assistant/Intern)	18	\$10.91	\$196.38	1.168	\$229.37
8810	Library (Library Clerk, Librarian, and other clerical positions)	27	\$9.74	\$262.98	1.168	\$307.16
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	17	\$12.66	\$215.22	1.238	\$266.44
9102	Park (Maintenance Worker, Technician)	6	\$11.81	\$70.86	1.238	\$87.72
9410	Municipal, Township, County or State Employee (Not Otherwise Classified – NOC) – (Engineer Project Coordinator, Engineer)	6	\$17.00	\$102.00	1.22	\$124.44

**Total for Lot 1 – Temporary Employment Services**

**\$1,288.19**

<b>Worker's Comp Code</b>	<b>Worker's Compensation Categories &amp; General Description with Typical Job Titles</b>	<b>Estimated Number of Employees</b>	<b>Expected Average Hourly Rate</b>	<b>Total \$ by Comp Code</b>	<b>Billable Rate Factor (ex. 1.XX)</b>	<b>Total \$</b>
0035	Agriculture (plants/gardens)	1	\$8.25	\$8.25	1.28	\$10.56
8810	Media Relations	1	\$8.25	\$8.25	1.28	\$10.56
8810	Library	14	\$8.25	\$115.50	1.28	\$147.84
8810	Natural Resources/Conservation	2	\$8.25	\$16.50	1.28	\$21.12
8810	Clerical	27	\$8.25	\$222.75	1.28	\$285.12
9102	Sports & Recreations (upkeep & prep)	5	\$8.25	\$41.25	1.28	\$52.80
9102	Park Conservation (assisting staff with general grounds keeping and light repair of playground equipment)	1	\$8.25	\$8.25	1.28	\$10.56
8292	Warehousing	1	\$8.25	\$8.25	1.28	\$10.56
9015	Facilities Maintenance (painting/indoor & outdoor, general building maintenance as a helper)	7	\$8.25	\$57.75	1.28	\$73.92
9015	Field Operations (assisting with monitoring neighborhood blight, environmental needs)	1	\$8.25	\$8.25	1.28	\$10.56
9063	Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities)	2	\$8.25	\$16.50	1.28	\$21.12
9410	Risk Analyst Assistant (assisting with the preparation of training materials for staff presentation; assisting with building inspections for safety conditions; assisting staff with investigation of work-related injuries and preparing paperwork associated with these duties)	2	\$8.25	\$16.50	1.28	\$21.12

8831	Animal Services Assistant (assist in clerical capacity; preparing food for cats/dogs; general kennel cleaning; no working directly with animals)	5	\$8.25	\$41.25	1.28	\$52.80
8810	Engineering Department Assistants (Work with staff on transportation matters, planning, and zoning issues; all in a clerical capacity)	1	\$8.25	\$8.25	1.28	\$10.56
			<b>Total for Lot 3 - ECYEP</b>			<b>\$739.20</b>