



CERTIFICATION OF CONTRACT

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor – Pensacola, FL 32502

P.O. BOX 1591

PENSACOLA, FL 32591-1591

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CLAUDIA SIMMONS

Purchasing Manager TELEFAX (850) 595-4805

<http://www.myescambia.com/departments/purchasing>

CERTIFICATION OF CONTRACT

TITLE: Temporary Labor Services

CONTRACT NO.: PD 14-15.041

AWARD DATE: May 7, 2015

EFFECTIVE DATE: June 11, 2015

AWARD: That the Board award a contract to Blue Arbor, Inc., and approve the Agreement between Escambia County and Blue Arbor, Inc., for the estimated annual amount of \$864,000, for a term of 12 months, with the option for two 12-month extensions, for a maximum term of 36 months

STATUS: (Chronological notations of the key events related to dates of effectiveness, renewals and extensions, etc.)

CONTRACTOR(S): Blue Arbor, Inc.

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Joe Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator; PHONE NUMBER: (850) 595-4878; E-MAIL: joe_pillitary@myescambia.com

- A. **AUTHORITY** - Upon affirmative action taken by the Board of County Commissioners on **May 7, 2015**, a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of **Services** as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60**. Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. **CONTRACTOR PERFORMANCE** - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. **VENDOR PERFORMANCE EVALUATION FORM** - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

ORDERING INSTRUCTIONS

Blue Arbor, Inc.

ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: 56-1308931

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER: 023818

VENDOR NAME: Blue Arbor, Inc.

STREET ADDRESS OR P.O. BOX: 5413 Morton Road P.O. Box 12780

CITY, STATE, ZIP CODE: New Bern, NC 28561

CONTACT PERSON: Lucine Moffett

PHONE #: 800-633-9715 FAX#: 252-638-5087

E-MAIL ADDRESS: lmoffett@bluearbor.com

HOME PAGE ADDRESS: www.bluearbor.com

EMERGENCY CONTACT PERSON: Lucine Moffett

CELL#: 252-514-5380

DISASTER SERVICE CONTACT PERSON: See Emergency Contact

TERMS OF PAYMENT: NET 30 DAYS

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD: Yes

Will accept ESCAMBIA COUNTY DIRECT VOUCHER: Yes

BID FORM
Specification Number PD 14-15.041
Temporary Labor Services

Date: 03/31/15

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Temporary Labor Services as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Worker's Comp Code (1)	Worker's Compensation Categories General Description with Typical Job Titles (2)	No. of Emp. (3)	Avg. Hourly Rate (4)	Total \$ by Comp Code (5)	Billable Rate Factor* e.g. 1.22, 1.43, etc. (6)	Total \$= Total by Comp. Code X Billable Rate [Col. (5) x (6) = Col (7)] (7)
5509	Street or Road Maintenance or Beautification & Drivers (Road Department – Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	22	\$10.35	\$227.70	1.28	\$291.46
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	10	\$12.49	\$124.90	1.25	\$156.13
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	10	\$10.89	\$108.90	1.25	\$136.13
8742	Salespersons, Collectors or Messengers – Outside (Courier)	1	\$10.20	\$10.20	1.18	\$12.04
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	15	\$12.62	\$189.30	1.18	\$223.37
8810	Library - Library Clerk and other clerical positions	25	\$9.19	\$229.75	1.18	\$271.11
8810	Jail - Administration	1	\$14.67	\$14.67	1.18	\$17.31
7720	Jail – Corrections, Officers, Custodial	12 1	\$13.42 \$16.63	\$161.04 \$16.63	1.29	\$21.46
8820	Attorney – All Employees & Clerical, Messengers, Drivers (Office Support)	4	\$14.54	\$58.16	1.18	\$68.63
8831	Hospital – Veterinary - & Drivers (Kennel Technician)	4	\$11.25	\$45.00	1.29	\$58.05
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	10	\$12.37	\$123.70	1.25	\$154.63

9102	Park -- (Maintenance Worker, Technician)	8	\$11.25	\$90.00	1.25	\$112.50
9403	Garbage, Ashes or Refuse Collection & Drivers (Landfill Service Worker)	6	\$10.98	\$65.88	1.28	\$84.33
9410	Municipal, Township, County or State Employee (NOC - Not otherwise Classified) -- (Engineer Project Coordinator, Engineer)	6	\$23.82	\$142.92	1.23	\$175.79
Total of Column (7) - Total Bid Amount						\$ <u>1,782.92</u>

(Source for the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.)
 *The Billable Rate Factor for all categories listed 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 test (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee personal protection equipment and all other deductions and profits are to be included in this rate. The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. Example: \$10.00 (Hourly Pay Rate) X 1.33 (Billable Factor) = \$13.30 (Hourly Bill Rate).

***Submittals with any deviation from this format will be disqualified.**
 All costs associated with tests, background checks, etc. (not listed in A 1-4) performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County and should not be included in the billable factor.

The Site Supervisor will be an employee of the Agency and all administrative costs associated with this position should be included in the implementation of the contract.

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
 Document Number F05000000624

Occupational License No. '0000608906

Florida DBPR Contractor's License, Certification and/or
 Registration No. N/A

Type of Contractor's License, Certification and/or
 Registration N/A

Expiration Date: _____

Terms of Payment
 (Check one) Net 30 Days 2% 10th Prox _____

Will your company accept Escambia County Purchasing
 Cards? Yes No _____

Will your company accept Escambia County Direct
 Payment Vouchers? Yes No _____

County Permits/Fees required for this project:

Permit	Cost
<u>NA</u>	
_____	_____
_____	_____

Bidder: Blue Arbor, Inc.

By: Lucine Moffett

Signature: Lucine Moffett

Title: President

Address: P.O. Box 12780 5413 Morton Rd
 New Bern, NC 28561

Person to contact concerning this bid:
Lucine Moffett

Phone/Toll Free/Fax # 800-633-9715

(cell) 252-514-5380 (fax) 252-638-5087

E-Mail Address: lmoffett@bluearbor.com

Home Page Address: www.bluearbor.com

Person to contact for emergency service:
Lucine Moffett

Phone/Cell/Pager #: 252-514-5380

Person to contact for disaster service:
Lucine Moffett

Home Address: 2006 Downing Drive

Pensacola, FL 32505

Home Phone/Cell/Pager #: 252-514-5380

BOARD OF COUNTY COMMISSIONERS
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(850) 595-4805
<http://www.myescambia.com/solicitations>



CLAUDIA SIMMONS, CPPO
Purchasing Manager

March 30, 2015

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: **Temporary Labor Services
Specification Number PD 14-15.041**

Bidders:

This Addendum #1 for the following:

Add Scope of Work (attached):

Remove and Replace Page 4 (attached) of Bid Form:

Answers to Vendor's Questions

- Q. How will you calculate the final tabulation results for award - (1) Average of all Billable Rate Factors – Column 6 of Bid Form, (2) Average of Total Dollars – Column 7 of Bid Form, or (3) other method?
- A. Please contact the Office of Purchasing, Multiply the “Billable Rate Factor Column” (6) by the “Total by Comp Column” (5) and place that amount in the “Total by Comp Code Column” (7).
- Q. Have the Billable Rate Factors increased since the 2012 award? If so, what are the current Billable Rate Factors?
- A. Please visit our website www.myescambia.com then click on Vendor then Solicitations (for the current contract for this RFP) click on Existing Contracts.
- Q. Workers' Comp Code 7720 was not included in the 2012 bid. What is the original Billable Rate Factor (when first added to this scope of work)?
- A. The jail was acquired after the original solicitation and award – we do not currently have any jail positions on temporary (3rd party) labor assignments.
- Q. What is the accident/injury/incident history for this contract since 2012?
- A. Unknown, these are not County employees but employees of the agencies.
- Q. Column 3 of the Bid Form provides number of employees. Does this represent the number of employees per week? If not, what period of time does this cover?
- A. No, this is based on trend and an average over a year.
- Q. What are the total billable hours per Workers' Comp Code for 2013?

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A. Approximately \$1,727,089 was paid on this contract during this period.

Q. What are the total billable hours per Workers' Comp Code for 2014?

A. \$884,990 was paid out to Blue Arbor, Inc. for this Temporary Service provider

I see no mention for the participating staffing services to address the Affordable Care Act. We have expended thousands of dollars and man-hours to insure understanding of and compliance with the ACA, particularly as it relates to the relationship between a staffing service and its' customer.

The cost for the ACA in 2016 for employers with 50 or more full-time employees will take one of two forms: (1) pay ACA penalties or (2) provide an ACA compliant health insurance plan, making it affordable to employees by paying the applicable amount of premium required to meet the affordability test based on annual employee wages.

For 2015 we have an ACA Surcharge for all customers per straight-time hour billed rather than an increase in the percentage markup per hour. This per hour ACA Surcharge provides the most transparent method and traceable data for our clients and is noted as a separate line item on our invoices. It also provides the least expensive option to the customer.

As an example, if the hourly ACA Surcharge is \$.20 per straight-time hour billed, you know the charge is \$.20 per hour for every employee assigned, regardless of the employee pay rate. If a percentage markup is included for the ACA, you pay more for the ACA; 5% ACA charge x \$9.19 pay = \$.46 per hour while a 5% ACA charge x \$23.82 pay = \$1.19 per hour. An ACA percentage markup would also be calculated on overtime hours, adding even more costs to you.

Q. Will you add a requirement to PD 14-15.041, asking for (1) the methodology for addressing the ACA and costs associated with the ACA, (2) the methodology for the ACA rate calculation and (3) the ACA bill rate to the County?

A. No

Q. We are unable to locate A-1-4, noting the required drugs screen and background check criteria. Will you provide the specific requirements?

A. Yes, requirements vary according to the job.

Q. Will you provide the required PPE for each of the Workers' Comp Code categories?

A. Not for this bid as the required PPE is variable depending on assignment

Q. How is the County currently handling temporary staffing needs?

A. Blue Arbor, Inc. – formerly Temporary Employee Services, Inc. (TESI)

Q. Is there an incumbent supplier? If so, please provide current billable rates?

A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI) – Please see attached bid tabulation sheet on website www.myscambia.com.

Q. What is the anticipated annual volume of this contract, in hours or dollars? Anticipated need per category?

A. Unknown at this time – The needs of the department and other factors vary.

Q. Regarding background checks and drug screening, we have the capability to mirror the County's requirements for internal personnel or other parameters that the County chooses. What are the minimum screening parameters expected for each candidate? Is an additional level of screening required for certain positions – such as drivers or jail personnel.

A. Please see Scope of Work section in the solicitation – some positions may require additional screenings.

Q. Who is the current incumbent?

A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI)

Q. What has been the annual spend for each of the past three years?

A. Approximately \$3M (depends on the need) - FY 13/14 the amount paid out on this contract was \$884,990.

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- Q. Does the current vendor have an office in county and is it a contract requirement?
A. Yes
- Q. Will the site supervisor be on site at the counties offices? does that mean you will provide an office?
A. No, No
- Q. What is the current contract rate factor for each of the bid positions?
A. Please see attached bid tabulation form on website www.myescambia.com
- Q. Will this be a single vendor award or multiple awards?
A. Single vendor
- Q. If you are providing the pay rates, please explain the purpose of exhibits A, B, C and D?
A. The rates are averages for those particular jobs. The exhibits (pay rates) are what the County presently pays for those positions and can be used as a guideline - rates of pay may be higher or lower.
- Q. Have the positions listed on Pages 3 & 4 been part of a solicitation in the past?
A. Yes
- Q. How may we obtain a copy of the Bid Tabulation showing the amounts Bid by each responder the last time the positions on Pages 3 & 4 were part of a solicitation?
A. Please see attached bid tabulation form.
- Q. Please identify which positions on pages 3 & 4 require licensing by the Florida Department of Business and Professional Regulation?
A. Not aware of any
- Q. Please identify if any of the temporaries utilized by Escambia County will be required to
A. Hydro blasting - No
Working on Roofs - No
Work on/or erect Scaffolding more than (6' feet) off the ground or work surface - No
USL&H Work - No
Jones Act Work - No
Heavy Demolition Work - No
Work More Than (6) feet above the Ground or Work Surface Above Ground - No
Tunneling - No
Asbestos Abatement - No
Mold Removal - No
Working With Hot Chemicals - No
Tree Trimming - Yes
Operating Heavy Equipment/Motorized Equipment - Yes
Work on Garbage Trucks – No
- Q. Driving Vehicles on Public Streets (We understand that several of the positions on Pages 3 & 4 have the word "DRIVERS" in the position description but will they really be DRIVING?)
A. Some positions require driving – those individuals will need a valid driver's license
- Q. Is there any way to find out approximately temporaries you use is a given week or month?
A. Several departments utilize the temporary service and the need varies.
- Q. Is there a break down by category (i.e. clerical, light industrial, heavy industrial, professional)?
A. Please see page 4 of the solicitation (Bid Form)
- Q. Have there been any adjustments on the current contract in the past 2 years?

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- A. There was an amendment to the agreement to change the name of the business.
- Q. What is the process if a position is not filled in a timely manner?
- A. A timely manner needs to be defined – HR will need to be notified as well as the requesting department of the reason.
- Q. How much money was spent on staffing services in the past year, and what is the projection for next year?
- A. FY13/14 the amount paid out on this contract was \$884,990 – the projection for FY 15/16 may be close to the same – more or less on the needs of the requesting department.
- Q. What are the current bill rates and mark-up percentages per position?
- A. Please see tabulation sheet as well as Exhibits A – D (Pay Rates)
- Q. Is there any estimated budget allocated for this RFP?
- A. Approximately \$850,000 – some departments have budgets set- aside for this type of service.
- Q. What are the average length of assignments?
- A. This varies according to the need of the department.
- Q. Will you provide the required PPE for each of the Workers’ Comp Code categories?
- A. Yes
- Q. General liability requirements include bodily injury and property damage resulting from explosion, collapse or underground exposures. What Worker’s Comp (job) categories listed on the Bid Form have these exposures?
- A. None, as it relates to temporary employees.
- Q. I would like to know the cash volume that the library clerks would be handling on any given day.
- A. Up to approximately \$500 but this is on the high end – Normally around \$200
- Q. Can you further define the scope of services to include: See below:
- A. a) minimum and maximum duration of work assignments? Assignment times vary
- A. b) the expected turnaround time from “order” to on the job placement? Varies according to the need e.g. additional background screenings
- Q. Page 15, No. 6 - Is this solicitation for services during EMERGENCY situations only?
- A. No
- Q. Is it the desire of the County that vendor provide health, Holiday and PTO benefits and or is the County only interested in the lowest rate?
- A. The County is interested in the lowest and most responsive bidder.
The County is not responsible for any benefits of the temporary employee as they are not County employees but the agencies.
- Q. Is it the intention of the County to award to a single vendor?
- A. Yes
- Q. On “Bid Form,” is the Number of Employees listed a current or proposed maximum?
- A. No, just an average – could be more or less depending on the need of the various departments.
- Q. Can subcontractors be utilized in providing temporary labor for positions such as CORRECTIONAL OFFICERS, etc.?

- A. The successful bidder will be required to supply personnel that perform all required functions of the job in a satisfactory manner. Some positions will only be staffed by the County.
- Q. Can you provide details regarding current usage to include:
- A. Average weekly number of "temporary employees" – For the average, please see pages 4 & 5 (column 3) of the solicitation.
- Q. Who is the current vendor?
- A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI)
- Q. What are the current "Bill Rates" under that contract?
- A. Please see attached bid tabulation form.
- Q. Will the County's insurance be "First Position" where temporary labor is required to drive County vehicles?
- A. Please see page 20 of the solicitation – where it speaks of required coverages
- Q. Does the County currently or plan to use temporary labor as a source for full-time employees?
- A. Depends on the department's needs.

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 for your record.

Sincerely,



Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

JP/lk

SCOPE OF WORK

CONTRACT EFFECTIVE: Upon Award with implementation no later than September 30, 2015.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed price contract to furnish, as required, Temporary Labor Services for the Escambia County BCC (County). This will be a single award contract.

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 2014/2015 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 filling 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. 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 a temporary employee for a minimum amount of time. The County is not responsible for any benefits of the temporary employee. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

The Agency

The Agency shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Agency will complete the following for each temporary employee who will be assigned to a County Division:

A. REQUIRED – (Cost associated with 1-4 may not be billed to the County and these costs shall be incorporated in the billable rate factor.)

1. 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 temporary employee transferring as a result of the award of this contract.)
2. A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. A temporary employee may be placed at the County subject to the results of the criminal background check.
3. Minimum of two employment reference checks.
4. Sexual Predator background check.

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

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

1. Education check, as required.

2. Credit Check, if applicable. (For positions that handle money)
3. A Division of Motor Vehicles background check, if applicable.
4. 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.

Temporary 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.

Temporary employees assigned to the County, who will be handling money, will be bonded prior to their assignment to the County. Additional screening will be necessary for employees handling money.

The Agency will maintain a local office and provide a dedicated Site Supervisor for all temporary employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with temporary employees which include, 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 discipline, counsel, evaluate performance, and terminate (when deemed necessary) the temporary employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address temporary employees concerns, questions, etc. each week. If the County should have a serious issue with the Agency's temporary 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.

All temporary employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at www.myescambia.com under Risk Management.

~~The Agency shall provide any Personal Protective Equipment and safety training required for the position. All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.~~

All temporary employees shall maintain high standards of personal grooming and shall dress appropriately for the job.

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.

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.

The Agency shall agree to supply a temporary 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 temporary employee will be required. If the temporary employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department for clearance before the temporary employee is assigned to the County.

County mandated Emergency Administrative Leave is for regular County employees only. Temporary employees on assignment with the County are not required to work during a County mandated emergency. Temporary employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

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.

The Agency will have all temporary 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 temporary employee.

Arrests

Agency must notify the County (Department of Human Resources) when a temporary employee is arrested for a matter more serious than a minor traffic offense within two business days of the occurrence.

Affordable Care Act (ACA)

The Agency will be required to address the Affordable Care Act (ACA). For employees working more than 30 hours per week and who are eligible for health coverage consistent with the terms of the ACA, the Agency will provide a compliant medical plan. Under the Employer Shared Responsibility provisions of the ACA, if employers do not offer affordable health coverage that provides a minimum level of coverage to their full-time employees (and their dependents); the employer may be subject to an Employer Shared Responsibility component of the ACA.

The Agency agrees to provide all information required for the County to meet annual reporting requirements regarding the ACA including whether insurance coverage was offered to the employee and his/her children; whether the Agency coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which the employee (and his or her child(ren), if any) was offered the Agency's coverage; and the calendar month during which the employee was enrolled in the staffing firm's coverage.

Invoicing

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) temporary 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.

Requesting a Temporary Employee

When requesting a temporary 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 temporary employee, the County, and the Agency.

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 personal protection equipment 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.**

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

Cash Handling

For employees handling cash, 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 throughout the Term hereof shall be an Event of Default by Agency hereunder.

BID FORM
Specification Number PD 14-15.041
Temporary Labor Services

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Temporary Labor Services as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Worker's Comp Code (1)	Worker's Compensation Categories General Description with Typical Job Titles (2)	No. of Emp. (3)	Avg. Hourly Rate (4)	Total \$ by Comp Code (5)	Billable Rate Factor* e.g. 1.22, 1.43, etc. (6)	Total \$= Total by Comp. Code X Billable Rate [Col. (5) x (6) = Col (7)] (7)
5509	Street or Road Maintenance or Beautification & Drivers (Road Department – Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	22	\$10.35	\$227.70		
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	10	\$12.49	\$124.90		
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	10	\$10.89	\$108.90		
8742	Salespersons, Collectors or Messengers – Outside (Courier)	1	\$10.20	\$10.20		
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	15	\$12.62	\$189.30		
8810	Library - Library Clerk and other clerical positions	25	\$9.19	\$229.75		
8810	Jail - Administration	1	\$14.67	\$14.67		
7720	Jail – Corrections, Officers, Custodial	12 1	\$13.42 \$16.63	\$161.04 \$16.63		
8820	Attorney – All Employees & Clerical, Messengers, Drivers (Office Support)	4	\$14.54	\$58.16		
8831	Hospital – Veterinary - & Drivers (Kennel Technician)	4	\$11.25	\$45.00		
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	10	\$12.37	\$123.70		

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
(850) 595-4805

<http://www.myscambia.com/solicitations>



CLAUDIA SIMMONS, CPPO
Purchasing Manager

March 30, 2015

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: **Temporary Labor Services
Specification Number PD 14-15.041**

Bidders:

This Addendum #2 for the following:

Add Temporary Disclaimers (attached):

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 for your record.

Sincerely,

A handwritten signature in blue ink that reads "Joe Pillitary". The signature is stylized and cursive.

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____
COMPANY: _____
JP/lk

Addendum 2
14-15.041

(Agency Letterhead)

Temporary Employee Disclaimer

I, _____, understand that I am an employee of
(Temporary Employee)

_____, not Escambia County Board of County
(Agency)

Commissioners (BCC). Furthermore, I understand the Escambia County BCC provides NO employee benefits to persons assigned to work at the BCC through an employment agency or service. This means I am NOT eligible to receive health insurance, leave, retirement, workers compensation or other benefits from the County as a result of my work assignments through _____ to Escambia County BCC. As an
(Agency)

employee of _____, I am, however, eligible for the benefits
(Agency)
that are exclusively offered through them.

I, _____, hereby acknowledge that I have completed an
(Temporary Employee)

orientation from _____ regarding the policies, procedures, safety
(Agency)

practices and expectations for my assignment with Escambia County BCC.

Furthermore, I understand that at no time is it guaranteed or said that Escambia County BCC will hire me as a regular employee.

Temporary Employee Signature

Date

Job Title

Department

Agency Representative Signature

Date

Agency Disclaimer

Escambia County Florida provides no temporary employee benefits to persons from employment agencies or services. Temporary employee benefits (if any) are provided by the employment agency or service-company providing such personnel to Escambia County.

Such employment agencies or service companies shall certify to Escambia County as a condition of employment that they have individual disclosure documents executed by each temporary employee stating that any employment benefits provided to such temporary employees shall be exclusively from the employment agency or service-company which provide such persons to Escambia County.

In no event shall any person employed by such employment agencies or service companies rendering services or labor to Escambia County be eligible to receive health insurance, leave, retirement, workers compensation or other State of Florida employment benefits from the County as a result of work assignments to Escambia County.

I hereby certify that _____ will obtain
Agency Name

signed disclosure documents from every temporary employee provided to Escambia County.

Signature: _____

_____ Date

(Print Name/Title)

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
TEMPORARY LABOR SERVICES
SPECIFICATION PD 14-15.041**

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- BID FORMS (WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.
DO NOT RETURN WITH YOUR BID**

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

TEMPORARY LABOR SERVICES

SPECIFICATION NUMBER PD 14-15.041

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, April 2, 2015

A Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, Conference Room 11.407 on Tuesday, March 24, 2015 at 10:00a.m CDT. All Bidders are encouraged to attend.

**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**

Board of County Commissioners

Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May

Procurement Assistance:

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@myescambia.com
Website: www.myescambia.com

Technical Assistance:

Tonya Gant
Human Resources Manager
Human Resources
221 Palafox Street, Ste. 200
Pensacola, FL 32502
Tel: (850) 595-1479
Fax: (850) 595-3020

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 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.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

PROJECT NAME
PD 14-15.041

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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Solicitation, Offer and Award Form *	3
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Library Pay Schedule	Exhibit B
Jail Pay Schedule	Exhibit C
Medical/Mental Health Pay Schedule	Exhibit D
Worker's Compensation Codes	Exhibit E

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

**Joe Pillitary, CPPO, CPPB
Purchasing Coordinator**

Invitation to Bid

Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4878 Fax No: (850) 595-4805

**TEMPORARY LABOR SERVICES
SOLICITATION NUMBER: PD 14-15.041**

SOLICITATION

MAILING DATE: Monday, March 9, 2015

PRE-BID CONFERENCE: Tuesday, March 24, 2015 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502. All bidders are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Thursday, April 2, 2015 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 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 Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ NA

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

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 purchased 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

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

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

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By _____

County Administrator

Date

By _____

Signature of Person Authorized to Sign

Date

WITNESS _____

Date

ATTEST: _____

Corporate Secretary

Date

WITNESS _____

Date

[CORPORATE SEAL]

ATTEST: _____

Witness

Date

Awarded Date _____

ATTEST: _____

Witness

Date

Effective Date _____

BID FORM
Specification Number PD 14-15.041
Temporary Labor Services

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your “Invitation for Bids” and “Instructions to Bidders” for **Temporary Labor Services** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Worker's Comp Code (1)	Worker's Compensation Categories General Description with Typical Job Titles (2)	No. of Emp. (3)	Avg. Hourly Rate (4)	Total \$ by Comp Code (5)	Billable Rate Factor* e.g. 1.22, 1.43, etc. (6)	Total \$= Total by Comp. Code X Billable Rate [Col. (5) x (6) = Col (7)] (7)
5509	Street or Road Maintenance or Beautification & Drivers (Road Department – Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	22	\$10.35	\$227.70		
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	10	\$12.49	\$124.90		
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	10	\$10.89	\$108.90		
8742	Salespersons, Collectors or Messengers – Outside (Courier)	1	\$10.20	\$10.20		
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	15	\$12.62	\$189.30		
8810	Library - Library Clerk and other clerical positions	25	\$9.19	\$229.75		
8810	Jail - Administration	1	\$14.67	\$14.67		
7720	Jail – Corrections, Officers, Custodial	12	\$13.42	\$161.04		
8820	Attorney – All Employees & Clerical, Messengers, Drivers (Office Support)	4	\$14.54	\$58.16		
8831	Hospital – Veterinary - & Drivers (Kennel Technician)	4	\$11.25	\$45.00		
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	10	\$12.37	\$123.70		

9102	Park – (Maintenance Worker, Technician)	8	\$11.25	\$90.00		
9403	Garbage, Ashes or Refuse Collection & Drivers (Landfill Service Worker)	6	\$10.98	\$65.88		
9410	Municipal, Township, County or State Employee (NOC - Not otherwise Classified) – (Engineer Project Coordinator, Engineer)	6	\$23.82	\$142.92		
Total of Column (7) - Total Bid Amount					\$ _____	

(Source for the worker’s compensation codes and categories is National Council on Compensation Insurance, Inc.)

***The Billable Rate Factor** for all categories listed 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 test (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency’s site supervisor, employee personal protection equipment and all other deductions and profits are to be included in this rate. The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. Example: \$10.00 (Hourly Pay Rate) X 1.33 (Billable Factor) = \$13.30 (Hourly Bill Rate).

***Submittals with any deviation from this format will be disqualified.**

All costs associated with tests, background checks, etc. (not listed in A 1-4) performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County and should not be included in the billable factor.

The Site Supervisor will be an employee of the Agency and all administrative costs associated with this position should be included in the implementation of the contract.

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number _____

Bidder: _____

Occupational License No. _____

By: _____

Florida DBPR Contractor’s License, Certification and/or
Registration No. _____

Signature: _____

Type of Contractor’s License, Certification and/or
Registration _____

Title: _____

Address: _____

Expiration Date: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox ___

E-Mail Address: _____

Home Page Address: _____

Will your company accept Escambia County Purchasing
Cards? Yes ___ No ___.

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Will your company accept Escambia County Direct
Payment Vouchers? Yes ___ No ___.

County Permits/Fees required for this project:

Person to contact for disaster service:

<u>Permit</u>	<u>Cost</u>
NA	
_____	_____
_____	_____
_____	_____

Home Address: _____

Home Phone/Cell/Pager #: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UN DERSTAND THAT I A M REQUIRED TO INF ORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRAC T IN EXCESS OF THE T HRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

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 Home Page (see Bid Information), 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 vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions 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 Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE 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. **Nonconformance 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**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

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://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
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 judgment is from the lowest and 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 to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 14-15.041, "Temporary Labor Services", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with 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:

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.

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 canceled.

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.

Sanctions

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

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) 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.

Scope of Work: Escambia County is seeking a temporary employment agency or service to provide qualified individuals to temporarily fill a variety of various types of positions for different departments within the County.

2. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, Purchasing Coordinator, (850) 595-4878 (Fax) 595-4805. Technical questions may be directed to Tonya Gant (850) 595-1479, Fax (850) 595-3020. Questions may be emailed to joe_pillitary@co.escambia.fl.us no later than 5:00p.m., CDT, on March 26, 2015.

3. **Bid Form**

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

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor in Conference Room # 11.407 on Tuesday, 10:00a.m., CDT, March 24, 2015.

5. **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 equipment/supplies/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

6. **Emergency Services**

The contractor resulting from this solicitation is for 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.

7. **Compliance with Governing Laws and Regulations**

The offeror or contractor 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.

Contract Information

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.

8. **Contract Term/Renewal/Termination**

A. 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.

B. 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.

9. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

10. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

11. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

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 contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor 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 contractor 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. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. 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.

16. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.
The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than \$1000.00 per individual transaction.
The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

17. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

18. **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.

19. **Award**

Award shall be made on an "all-or-none total cost" basis.

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

20. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its

intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

21. **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 contractor, 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 contractor 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 contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

22. **Termination (Public Records Request)**

If the contractor 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 contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor 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 contractor (excluding monies owed the contractor for subcontract work.)

23. **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.

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.

For employees handling cash, the Contractor 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 throughout the Term hereof shall be an Event of Default by Contractor hereunder.

County Insurance Required

The contractor 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 contractor, 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 contractor 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 contractor.

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

Except for workers compensation and professional liability, the contractor'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 contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor'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 contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor 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.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers 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.

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 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 employers liability required in the workers compensation coverage section) and the total amount of coverage required.

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.

Employment Practices liability Coverage

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

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

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.

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 general liability policy.
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: Joe Pillitary, CPPO, CPPB
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
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.

EXHIBIT A

BCC PAY SCHEDULE							
FY 2014/2015							
Paygrade	HOURLY					ANNUAL	
	Minimum	1st Quartile	Midpoint	3rd Quartile	Maximum	Minimum	Maximum
A10	8.05	9.25	10.38	11.61	12.83	\$16,744.00	\$26,694.30
A11	10.20	11.85	13.50	15.16	16.81	\$21,208.91	\$34,965.53
A12	10.71	12.45	14.18	15.91	17.65	\$22,281.15	\$36,710.50
A13	11.25	13.07	14.89	16.71	18.53	\$23,396.28	\$38,543.81
B20	11.25	13.07	14.89	16.72	18.54	\$23,396.28	\$38,565.90
B211	12.49	15.36	18.23	21.10	23.97	\$25,969.65	\$49,852.94
B21	12.49	14.51	16.53	18.55	20.57	\$25,969.65	\$42,784.73
B22	14.54	16.89	19.25	21.61	23.97	\$30,237.17	\$49,852.94
B23	16.63	19.32	22.02	24.71	27.41	\$34,590.46	\$57,009.50
B31	17.96	20.87	23.78	26.69	29.61	\$37,356.84	\$61,581.75
B32	19.40	22.54	25.68	28.82	31.96	\$40,359.11	\$66,485.31
C41	20.75	24.12	27.48	30.84	34.20	\$43,168.38	\$71,145.91
C42	22.21	25.81	29.41	33.01	36.60	\$46,192.10	\$76,137.83
C43	23.76	27.61	31.46	35.31	39.16	\$49,430.26	\$81,461.08
C51	25.42	29.54	33.66	37.78	41.90	\$52,882.88	\$87,159.82
C52	27.21	31.61	36.02	40.43	44.83	\$56,592.83	\$93,256.14
C53	28.16	32.72	37.29	41.85	46.41	\$58,572.80	\$96,536.54
D61	29.12	33.83	38.55	43.26	47.98	\$60,560.12	\$99,794.23
D62	30.86	35.86	40.86	45.86	50.86	\$64,184.29	\$105,780.12
D63	32.71	38.01	43.31	48.61	53.90	\$68,044.35	\$112,119.42
D71	34.67	40.29	45.91	51.52	57.14	\$72,118.86	\$118,856.30
D72	36.76	42.71	48.66	54.62	60.57	\$76,450.71	\$125,990.77
E80	32.08	37.28	42.48	47.68	52.87	\$66,736.22	\$109,976.87
E81	38.96	45.27	51.58	57.89	64.20	\$81,039.90	\$133,544.92
E82	41.29	47.98	54.68	61.37	68.06	\$85,886.42	\$141,562.91
E83	43.78	50.87	57.96	65.05	72.14	\$91,054.62	\$150,044.76
E91	46.41	53.92	61.44	68.95	76.47	\$96,523.04	\$159,056.72
E92	49.19	57.16	65.12	73.09	81.06	\$102,313.14	\$168,598.80
F101	54.11	62.87	71.63	80.40	89.16	\$112,542.31	\$185,452.06
F102	59.51	69.15	78.79	88.44	98.08	\$123,779.39	\$204,006.10

Effective January 1, 2015 Florida minimum wage was changed to \$8.05

EXHIBIT B

LIBRARY PAY SCHEDULE							
FY 2014/2015							
DBM	HOURLY					ANNUAL	
	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	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 14/15.

EXHIBIT C

JAIL PAY SCHEDULE

FY 2014/2015

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

No Changes were made for FY 14/15

EXHIBIT D

MEDICAL - JAIL PAY SCHEDULE								
FY 2014/2015								
		HOURLY					ANNUAL	
MEDICAL POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
Adv Registered Nurse Practioner	JD72	40.28	45.77	51.25	56.74	62.22	\$83,782.40	\$129,422.38
Certified 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
Emergency Medical Technician	JB21	13.04	14.82	16.60	18.37	20.15	\$27,123.20	\$41,905.34
Health Information Specialist	JB22	14.67	16.67	18.67	20.66	22.66	\$30,513.60	\$47,132.80
Health Services Administrator	JD62	34.18	38.84	43.50	48.15	52.81	\$71,094.40	\$109,840.85
Licensed Practical Nurse	JB22	14.67	16.67	18.67	20.66	22.66	\$30,513.60	\$47,132.80
Nursing Manager	JC42	24.42	27.75	31.08	34.40	37.73	\$50,793.60	\$78,476.11
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	\$23,732.80	\$36,677.89
Registered Nurse	JB31	18.32	20.82	23.32	25.81	28.31	\$38,105.60	\$58,894.58

No change was made for FY 14/15.

MENTAL HEALTH - JAIL PAY SCHEDULE								
FY 2014/2015								
		HOURLY					ANNUAL	
MEDICAL POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
Court Liaison	JB31	18.69	21.10	23.50	25.91	28.31	\$38,875.20	\$58,894.58
Director of Mental Health	JD61	33.20	37.47	41.75	46.02	50.29	\$69,056.00	\$104,613.39
Forensic Jail Case Manager	JB23	16.63	18.78	20.90	23.03	25.16	\$34,590.40	\$52,338.83
Medical Support Assistant	JA13	11.64	13.14	14.64	16.14	17.63	\$24,211.20	\$36,677.89
Mental Health Counselor	JB31	18.69	21.10	23.50	25.91	28.31	\$38,875.20	\$58,894.58
Mental Health Office Assistant	JA13	11.64	13.14	14.64	16.14	17.63	\$24,211.20	\$36,677.89

WORKER'S COMPENSATION CODES

Title	WC Code	Type
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Accountant	8810	Clerical Office Employees NOC
Accounting Assistant	8810	Clerical Office Employees NOC
Accounting Manager	8810	Clerical Office Employees NOC
Accounting Technician	8810	Clerical Office Employees NOC
Accreditation Manager	8810	Clerical Office Employees NOC
Administrative Assistant	7720	Police Officers & Drivers
Administrative Assistant	8810	Clerical Office Employees NOC
Administrative Assistant	8810	Clerical Office Employees NOC
Administrative Assistant	8820	Atty - Ees & Clerical, Mesngers, Drivers
Administrative Supervisor	8810	Clerical Office Employees NOC
Advanced Registered Nurse Practitioner	7720	Police Officers & Drivers
Animal Control Officer	8831	Hospital - Veterinary - & Drivers
Animal Control Supv	8831	Hospital - Veterinary - & Drivers
Animal Services Manager	8831	Hospital - Veterinary - & Drivers
Assistant to the County Administrator	8810	Clerical Office Employees NOC
Asst County Attorney (Non-cert)	8820	Atty - Ees & Clerical, Mesngers, Drivers
Battalion Chief	7704	Firefighters & Drivers
Billing Manager	8810	Clerical Office Employees NOC
Bldg Cd Enforce Officer	9410	Muni, Township, County or State Ee NOC
Branch Director	8810	Clerical Office Employees NOC
Budget Manager	8810	Clerical Office Employees NOC
Building Code Inspector	9410	Muni, Township, County or State Ee NOC
Certified Medical Assistant	7720	Police Officers & Drivers
Commissioner	8810	Clerical Office Employees NOC
Commissioner's Aide	8810	Clerical Office Employees NOC
Community Center Coordinator	9102	Park NOC - All Employees & Drivers
Construction Inspector	9410	Muni, Township, County or State Ee NOC
Construction Mgr	9410	Muni, Township, County or State Ee NOC
Corrections Captain	7720	Police Officers & Drivers
Corrections Lieutenant	7720	Police Officers & Drivers
Corrections Officer	7720	Police Officers & Drivers
Corrections Officer	7720	Police Officers & Drivers
Corrections Officer Trainee	7720	Police Officers & Drivers
Corrections Sergeant	7720	Police Officers & Drivers
Counseling Program Coordinator	8810	Clerical Office Employees NOC
County Administrator	8810	Clerical Office Employees NOC
County Attorney	8820	Atty - Ees & Clerical, Mesngers, Drivers
County Surveyor	8601	Architect or Engineer - Consulting
Court Liaison	8820	Atty - Ees & Clerical, Mesngers, Drivers
Criminal Justice Prog Mgr	8810	Clerical Office Employees NOC
Criminal Justice Spec I	8810	Clerical Office Employees NOC
Criminal Justice Spec II	8810	Clerical Office Employees NOC
Custodial Mgr	9015	Buildings - Operation by Owner or Lessee
Custodial Supv	9015	Buildings - Operation by Owner or Lessee
Custodial Worker	9015	Buildings - Operation by Owner or Lessee
Customer Service Associate	8810	Clerical Office Employees NOC
Customer Service Technician	8810	Clerical Office Employees NOC
Department Director I	8810	Clerical Office Employees NOC
Department Director I	9102	Park NOC - All Employees & Drivers
Department Director II	8810	Clerical Office Employees NOC
Department Director III	8810	Clerical Office Employees NOC
Deputy County Attorney	8820	Atty - Ees & Clerical, Mesngers, Drivers
Deputy Fire Chief	7704	Firefighters & Drivers
Detention Assistant	7720	Police Officers & Drivers
Development Prog Mgr	8810	Clerical Office Employees NOC
Director of Mental Health	7720	Police Officers & Drivers

Directors Aide	8810	Clerical Office Employees NOC
Division Manager	7720	Police Officers & Drivers
Division Manager	8601	Architect or Engineer - Consulting
Division Manager	8601	Architect or Engineer - Consulting
Division Manager	8810	Clerical Office Employees NOC
Division Manager	9410	Muni, Township, County or State Ee NOC
DNA Technician - Relief	7720	Police Officers & Drivers
Emerg Comm Disp (Relief)	8810	Clerical Office Employees NOC
Emergency Comm Dispatcher	8810	Clerical Office Employees NOC
Emergency Comm Mgr	8810	Clerical Office Employees NOC
Emergency Comm Supv	8810	Clerical Office Employees NOC
Emergency Medical Specialist	7705	EMT Paramedics
Emergency Medical Specialist (Relief)	7705	EMT Paramedics
Emergency Medical Technician	7720	Police Officers & Drivers
Emergency Ops Officer	8810	Clerical Office Employees NOC
Emergency Planning Coord	8810	Clerical Office Employees NOC
Energy Manager	8810	Clerical Office Employees NOC
Eng & Env Quality Manager	8810	Clerical Office Employees NOC
Engineering (Environmental Quality) Man	9410	Muni, Township, County or State Ee NOC
Engineering Deputy Division Manager	9410	Muni, Township, County or State Ee NOC
Engineering Program Coordinator	9410	Muni, Township, County or State Ee NOC
Engineering Project Coord	9410	Muni, Township, County or State Ee NOC
Engineering Project Coordinator	9410	Muni, Township, County or State Ee NOC
Engineering Specialist	5509	St/Rd Maint, Beautification & Drivers
Engineering Specialist	8601	Architect or Engineer - Consulting
Engineering Specialist	8742	Salespers/Collectors/Messengers - Outsid
Engineering Specialist	8810	Clerical Office Employees NOC
Engineering Tech	5509	St/Rd Maint, Beautification & Drivers
Engineering Tech	8601	Architect or Engineer - Consulting
Engineering Tech	9410	Muni, Township, County or State Ee NOC
Engineering Tech	9410	Muni, Township, County or State Ee NOC
Environmental Analyst	8720	Insp of Risks for Ins/Valuation NOC
Environmental Enforcement Ofr	9410	Muni, Township, County or State Ee NOC
Environmental Enforcement Supv	9410	Muni, Township, County or State Ee NOC
Environmental Prog Mgr	8720	Insp of Risks for Ins/Valuation NOC
Environmental Prog Mgr	8720	Insp of Risks for Ins/Valuation NOC
Environmental Tech	9015	Buildings - Operation by Owner or Lessee
Environmental Technician (Grant)	9410	Muni, Township, County or State Ee NOC
Equestrian Center Mktg & Promo Coord	8810	Clerical Office Employees NOC
Equip Operator II	5509	St/Rd Maint, Beautification & Drivers
Equip Operator II	6217	Excavation & Drivers
Equip Operator II (Term)	5509	St/Rd Maint, Beautification & Drivers
Equip Operator III	5509	St/Rd Maint, Beautification & Drivers
Equip Operator III	6217	Excavation & Drivers
Equip Operator IV	5509	St/Rd Maint, Beautification & Drivers
Equip Operator IV	6217	Excavation & Drivers
Extension Agent I	8810	Clerical Office Employees NOC
Extension Agent II	8810	Clerical Office Employees NOC
Extension Agent III	8810	Clerical Office Employees NOC
Field Supervisor-RD	5509	St/Rd Maint, Beautification & Drivers
Field Supervisor-SW	9403	Garbage,Ash,Refuse Collection & Drivers
Fire Captain	7704	Firefighters & Drivers
Fire Chief	7704	Firefighters & Drivers
Fire Inspector	7704	Firefighters & Drivers
Fire Lieutenant	7704	Firefighters & Drivers
Fire Lieutenant/Public Ed Coord	7704	Firefighters & Drivers
Fire Marshal	7704	Firefighters & Drivers
Firefighter	7704	Firefighters & Drivers
Firefighter (Relief)	7704	Firefighters & Drivers
Firefighter Trainee (Relief)	7704	Firefighters & Drivers
Fleet Maintenance Spec	8380	Auto Service/Repair Center & Drivers
Fleet Maintenance Supv	8380	Auto Service/Repair Center & Drivers

Fleet Maintenance Tech	8380	Auto Service/Repair Center & Drivers
Fleet Maintenance Worker	8380	Auto Service/Repair Center & Drivers
Food Service Assistant	7720	Police Officers & Drivers
Food Service Supv	7720	Police Officers & Drivers
Forensic Jail Case Manager	7720	Police Officers & Drivers
Fmnc Mntl Hlth Spec (Grant)	8810	Clerical Office Employees NOC
Fuel Distribution Assistant	8380	Auto Service/Repair Center & Drivers
Fuel Distribution Supv	8380	Auto Service/Repair Center & Drivers
GIS Analyst	8810	Clerical Office Employees NOC
GIS Analyst	8810	Clerical Office Employees NOC
GIS Technician	8601	Architect or Engineer - Consulting
GIS Technician	8810	Clerical Office Employees NOC
Human Resources Assoc I	8810	Clerical Office Employees NOC
Human Resources Assoc II	8810	Clerical Office Employees NOC
Human Resources Assoc II	8810	Clerical Office Employees NOC
Human Resources Manager	8810	Clerical Office Employees NOC
Human Resources Supv	8810	Clerical Office Employees NOC
Human Resources Supv-HRIS	8810	Clerical Office Employees NOC
Info Technology Coord	8810	Clerical Office Employees NOC
Info Technology Spec	8810	Clerical Office Employees NOC
Info Technology Tech	8810	Clerical Office Employees NOC
Information Security Officer	8810	Clerical Office Employees NOC
Information Technology VOIP	8810	Clerical Office Employees NOC
Inspections Supv	8810	Clerical Office Employees NOC
IT Manager	8810	Clerical Office Employees NOC
IT Manager	8810	Clerical Office Employees NOC
Jail Administrative Assistant	8810	Clerical Office Employees NOC
Jail Corrections Captain	7720	Police Officers & Drivers
Jail Corrections Lieutenant	7720	Police Officers & Drivers
Jail Corrections Officer	7720	Police Officers & Drivers
Jail Corrections Sergeant	7720	Police Officers & Drivers
Jail Custodial Worker	7720	Police Officers & Drivers
Jail Master Corrections Officer	7720	Police Officers & Drivers
Jail Office Support Assistant	8810	Clerical Office Employees NOC
Jail Secretary	8810	Clerical Office Employees NOC
Jail Senior Corrections Officer	7720	Police Officers & Drivers
Job Devel Couns (Grant)	8810	Clerical Office Employees NOC
Kennel Technician	8831	Hospital - Veterinary - & Drivers
Landfill Service Worker	9403	Garbage,Ash,Refuse Collection & Drivers
Laundry Specialist	7720	Police Officers & Drivers
Laundry Worker	7720	Police Officers & Drivers
Law Librarian	7720	Police Officers & Drivers
Lead Env Enforce Officer	9410	Muni, Township, County or State Ee NOC
Lead Fleet Maint Tech	8380	Auto Service/Repair Center & Drivers
Legal Administrative Assistant	8820	Atty - Ees & Clerical,Mesngers,Drivers
Librarian	8810	Clerical Office Employees NOC
Librarian - Senior	8810	Clerical Office Employees NOC
Librarian Part Time	8810	Clerical Office Employees NOC
Library Administrative Officer	8810	Clerical Office Employees NOC
Library Administrative Officer I	8810	Clerical Office Employees NOC
Library Administrator	8810	Clerical Office Employees NOC
Library Clerical Assistant - Part Time	8810	Clerical Office Employees NOC
Library Clerk I	8810	Clerical Office Employees NOC
Library Clerk II	8810	Clerical Office Employees NOC
Library Clerk III	8810	Clerical Office Employees NOC
Library Computer Technician	8810	Clerical Office Employees NOC
Library Custodian - Part-time	8810	Clerical Office Employees NOC
Library Manager	8810	Clerical Office Employees NOC
Library Network System Engineer I	8810	Clerical Office Employees NOC
Library Senior Administrative Officer I	8810	Clerical Office Employees NOC
Library Senior Administrative Officer II	8810	Clerical Office Employees NOC
Library Technical Specialist (Courier)	8810	Clerical Office Employees NOC

Licensed Practical Nurse	7720	Police Officers & Drivers
Maintenance Shop Supv	5190	Electrical Wiring - w/in Bldgs & Drivers
Maintenance Tech	9015	Buildings - Operation by Owner or Lessee
Maintenance Tech	9102	Park NOC - All Employees & Drivers
Maintenance Worker	9015	Buildings - Operation by Owner or Lessee
Maintenance Worker	9102	Park NOC - All Employees & Drivers
Medical Director (Relief)	8832	Physician
Medical Records Tech	8810	Clerical Office Employees NOC
Medical Support Assistant	7720	Police Officers & Drivers
Mental Health Counselor	7720	Police Officers & Drivers
Mental Health Office Assistant	7720	Police Officers & Drivers
Mosquito Control Supv	9402	Street Cleaning & Drivers
Mosquito Control Tech	9402	Street Cleaning & Drivers
Nursing Manager	7720	Police Officers & Drivers
Office Support Assist	8810	Clerical Office Employees NOC
Operations Supervisor	6217	Excavation & Drivers
Paralegal	8820	Atty - Ees & Clerical, Mesngers, Drivers
Paramedic Supervisor	7705	EMT Paramedics
Pharmacy Tech	7720	Police Officers & Drivers
Plans Examiner	8810	Clerical Office Employees NOC
Program Coordinator	8810	Clerical Office Employees NOC
Program Coordinator	8820	Atty - Ees & Clerical, Mesngers, Drivers
Program Manager	8810	Clerical Office Employees NOC
Program Manager - Parks and Recreation	5509	St/Rd Maint, Beautification & Drivers
Program Mgr, Fac Constr Maint	9015	Buildings - Operation by Owner or Lessee
Program Mgr, R&B Const Maint	5509	St/Rd Maint, Beautification & Drivers
Property Lien Program Coordinator	8810	Clerical Office Employees NOC
Public Information Officer/Video Special	8810	Clerical Office Employees NOC
Public Information Specialist/Graphics &	8810	Clerical Office Employees NOC
Purchasing Associate	8810	Clerical Office Employees NOC
Purchasing Coordinator	8810	Clerical Office Employees NOC
Purchasing Specialist	8810	Clerical Office Employees NOC
Real Estate Acquisition Manager	8742	Salespers/Collectors/Messengers - Outsid
Real Estate Acquisition Tech	8742	Salespers/Collectors/Messengers - Outsid
Records Mgmt Liaison Offcr	8810	Clerical Office Employees NOC
Recreation Coordinator	9102	Park NOC - All Employees & Drivers
Recycling Operations Manager	8810	Clerical Office Employees NOC
Redeveloper I.	8810	Clerical Office Employees NOC
Redeveloper I	8810	Clerical Office Employees NOC
Registered Nurse	7720	Police Officers & Drivers
Risk Analyst	8742	Salespers/Collectors/Messengers - Outsid
Risk Manager	8810	Clerical Office Employees NOC
Road Construction Spec	5509	St/Rd Maint, Beautification & Drivers
Safety Technician	9403	Garbage, Ash, Refuse Collection & Drivers
Senior Budget Analyst	8810	Clerical Office Employees NOC
Senior Engineering Project Coord	9410	Muni, Township, County or State Ee NOC
Senior Office Support Assist	8810	Clerical Office Employees NOC
Senior Office Support Assist	8810	Clerical Office Employees NOC
Senior Office Support Assistant	8810	Clerical Office Employees NOC
Sr Assistant County Atty	8820	Atty - Ees & Clerical, Mesngers, Drivers
Sr Bldg Cd Enforce Officer	9410	Muni, Township, County or State Ee NOC
Sr Criminal Justice Spec	8810	Clerical Office Employees NOC
Sr Office Support Assist	8810	Clerical Office Employees NOC
Sr Urban Planner	8810	Clerical Office Employees NOC
Strkpr/Wrhs Supv	8810	Clerical Office Employees NOC
Strkpr/Wrhs Tech	8380	Auto Service/Repair Center & Drivers
Strkpr/Wrhs Tech	8810	Clerical Office Employees NOC
Strkpr/Wrhs Tech (Relief)	8831	Hospital - Veterinary - & Drivers
Student Assistant	8810	Clerical Office Employees NOC
Systems Analyst	8810	Clerical Office Employees NOC
Telecom Services Tech	8810	Clerical Office Employees NOC
Urban Planner I	8810	Clerical Office Employees NOC

Urban Planner II	8810	Clerical Office Employees NOC	
Urban Planner II	8810	Clerical Office Employees NOC	
Vet Technician	8831	Hospital - Veterinary - & Drivers	
Veterinarian	8831	Hospital - Veterinary - & Drivers	
Warehouse Worker	7720	Police Officers & Drivers	
Water Quality Environmental Technician	9015	Buildings - Operation by Owner or Lessee	
Worker's Compensation Specialist	8810	Clerical Office Employees NOC	

AGREEMENT FOR TEMPORARY LABOR SERVICES PD 14-15.041

THIS AGREEMENT is made this 11th day of June, 2015 (hereinafter referred to as "Effective Date"), 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. (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 56-1308931, and whose principal address is 5413 Morton Road, New Bern, NC 28561.

WITNESSETH:

WHEREAS, on March 9, 2015, the County issued an Invitation to Bid (PD 14-15.041) seeking temporary labor services; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; 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, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. 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 by the Parties and continue for a term of one (1) year, unless terminated earlier pursuant to paragraph 7. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

The County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the initial term. The total duration of this agreement shall not exceed the duration of three (3) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bid for Temporary Labor Services, Specification No. P.D. 14-15.041, 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 in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated March 31, 2015, attached hereto as **Exhibit "B"**.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the number of hours expended and the amount due and owing for services rendered with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. 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 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. The Contractor is required to carry 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 limits.

(d) Florida statutory Workers' Compensation.

(e) 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.

(f) 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, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.

(g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. 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.

11. 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 28561

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

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

12. 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.

13. 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. 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 Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

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. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. 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.

18. 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.

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

By: *Steven Barry*
Steven Barry, Chairman

Date: June 11, 2015

BCC Approved: 05-07-2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: *Kimberly McCord*
Deputy Clerk



ATTEST:

By: *Janine Somier*
Corporate Secretary
(SEAL)

CONTRACTOR: BLUE ARBOR, INC.

By: *Lucine Moffett*
Lucine Moffett, President

Date: 5/29/15

Approved as to form and legal sufficiency.

By/Title: *[Signature]*
Date: 7/13/15



**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
TEMPORARY LABOR SERVICES
SPECIFICATION PD 14-15.041**

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- BID FORMS (WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID



**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

TEMPORARY LABOR SERVICES

SPECIFICATION NUMBER PD 14-15.041

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, April 2, 2015

**A Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, Conference Room 11.407 on Tuesday, March 24, 2015 at 10:00a.m CDT.
All Bidders are encouraged to attend.**

**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**

Board of County Commissioners

**Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May**

Procurement Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@myescambia.com
Website: www.myescambia.com

Technical Assistance:
Tonya Gant
Human Resources Manager
Human Resources
221 Palafox Street, Ste. 200
Pensacola, FL 32502
Tel: (850) 595-1479
Fax: (850) 595-3020

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 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.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

**PROJECT NAME
PD 14-15.041**

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Forms marked with a (** Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

Invitation to Bid

Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4878 Fax No: (850) 595-4805

TEMPORARY LABOR SERVICES
SOLICITATION NUMBER: PD 14-15.041

SOLICITATION

MAILING DATE: Monday, March 9, 2015

PRE-BID CONFERENCE: Tuesday, March 24, 2015 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502. All bidders are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Thursday, April 2, 2015 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 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 Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____ NA _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

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 purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

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

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By

County Administrator

Date

By

Signature of Person Authorized to Sign

Date

WITNESS

Date

ATTEST:

Corporate Secretary

Date

WITNESS

Date

[CORPORATE SEAL]

ATTEST:

Witness

Date

Awarded Date

ATTEST:

Witness

Date

Effective Date

BID FORM
Specification Number PD 14-15.041
Temporary Labor Services

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Temporary Labor Services** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Worker's Comp Code (1)	Worker's Compensation Categories General Description with Typical Job Titles (2)	No. of Emp. (3)	Avg. Hourly Rate (4)	Total \$ by Comp Code (5)	Billable Rate Factor* e.g. 1.22, 1.43, etc. (6)	Total \$= Total by Comp. Code X Billable Rate [Col. (5) x (6) = Col (7)] (7)
5509	Street or Road Maintenance or Beautification & Drivers (Road Department – Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	22	\$10.35	\$227.70		
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	10	\$12.49	\$124.90		
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	10	\$10.89	\$108.90		
8742	Salespersons, Collectors or Messengers – Outside (Courier)	1	\$10.20	\$10.20		
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	15	\$12.62	\$189.30		
8810	Library - Library Clerk and other clerical positions	25	\$9.19	\$229.75		
8810	Jail - Administration	1	\$14.67	\$14.67		
7720	Jail – Corrections, Officers, Custodial	12	\$13.42	\$161.04		
8820	Attorney – All Employees & Clerical, Messengers, Drivers (Office Support)	4	\$14.54	\$58.16		
8831	Hospital – Veterinary - & Drivers (Kennel Technician)	4	\$11.25	\$45.00		
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	10	\$12.37	\$123.70		

9102	Park – (Maintenance Worker, Technician)	8	\$11.25	\$90.00		
9403	Garbage, Ashes or Refuse Collection & Drivers (Landfill Service Worker)	6	\$10.98	\$65.88		
9410	Municipal, Township, County or State Employee (NOC - Not otherwise Classified) – (Engineer Project Coordinator, Engineer)	6	\$23.82	\$142.92		
Total of Column (7) - Total Bid Amount					\$ _____	

(Source for the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.)

***The Billable Rate Factor** for all categories listed 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 test (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee personal protection equipment and all other deductions and profits are to be included in this rate. The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. Example: \$10.00 (Hourly Pay Rate) X 1.33 (Billable Factor) = \$13.30 (Hourly Bill Rate).

***Submittals with any deviation from this format will be disqualified.**

All costs associated with tests, background checks, etc. (not listed in A 1-4) performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County and should not be included in the billable factor.

The Site Supervisor will be an employee of the Agency and all administrative costs associated with this position should be included in the implementation of the contract.

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number _____

Bidder: _____

Occupational License No. _____

By: _____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Signature: _____

Type of Contractor's License, Certification and/or Registration _____

Title: _____

Address: _____

Expiration Date: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

Terms of Payment
(Check one) Net 30 Days 2% 10th Prox

E-Mail Address: _____

Home Page Address: _____

Will your company accept Escambia County Purchasing Cards? Yes No

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Will your company accept Escambia County Direct Payment Vouchers? Yes No

County Permits/Fees required for this project:

Person to contact for disaster service:

Permit NA Cost _____

Home Address: _____

Home Phone/Cell/Pager #: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000

Verified by: _____ Date: _____

(Revised 12/21/01)

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 Home Page (see Bid Information), 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 vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions 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 Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE 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. **Nonconformance 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**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

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://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
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 judgment is from the lowest and 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 to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 14-15.041, "Temporary Labor Services", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with 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:

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.

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 canceled.

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.

Sanctions

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

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) 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.

Scope of Work: Escambia County is seeking a temporary employment agency or service to provide qualified individuals to temporarily fill a variety of various types of positions for different departments within the County.

2. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, Purchasing Coordinator, (850) 595-4878 (Fax) 595-4805. Technical questions may be directed to Tonya Gant (850) 595-1479, Fax (850) 595-3020. Questions may be emailed to joe_pillitary@co.escambia.fl.us no later than 5:00p.m., CDT, on March 26, 2015.

3. **Bid Form**

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

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor in Conference Room # 11.407 on Tuesday, 10:00a.m., CDT, March 24, 2015.

5. **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 equipment/supplies/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

6. **Emergency Services**

The contractor resulting from this solicitation is for 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.

7. **Compliance with Governing Laws and Regulations**

The offeror or contractor 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.

Contract Information

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.

8. **Contract Term/Renewal/Termination**

A. 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.

- B. 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.

9. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

10. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

11. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

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 contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor 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 contractor 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. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. 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.

16. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.
The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than \$1000.00 per individual transaction.
The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

17. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

18. **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.

19. **Award**

Award shall be made on an "all-or-none total cost" basis.

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

20. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its

intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

21. **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 contractor, 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 contractor 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 contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

22. **Termination (Public Records Request)**

If the contractor 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 contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor 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 contractor (excluding monies owed the contractor for subcontract work.)

23. **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.

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.

For employees handling cash, the Contractor 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 throughout the Term hereof shall be an Event of Default by Contractor hereunder.

County Insurance Required

The contractor 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 contractor, 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 contractor 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 contractor.

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

Except for workers compensation and professional liability, the contractor'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 contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor'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 contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor 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.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers 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.

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 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 employers liability required in the workers compensation coverage section) and the total amount of coverage required.

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.

Employment Practices liability Coverage

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

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

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.

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 general liability policy.
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: Joe Pillitary, CPPO, CPPB
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
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.

EXHIBIT A

ANNUAL		HOURLY		MIDPOINT		MIDPOINT		MIDPOINT		MIDPOINT		
Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
\$10.20	\$34.965.53	10.20	13.50	13.50	15.16	15.16	16.81	16.81	\$21.208.91	\$34.965.53	\$10.20	\$34.965.53
10.71	12.45	14.18	14.18	14.18	15.91	15.91	17.65	17.65	\$22.281.15	\$36.710.50	10.71	12.45
11.25	13.07	14.89	14.89	14.89	16.72	16.72	18.54	18.54	\$23.396.28	\$38.543.81	11.25	13.07
11.25	13.07	14.89	14.89	14.89	16.72	16.72	18.54	18.54	\$23.396.28	\$38.543.81	11.25	13.07
12.49	15.36	18.23	18.23	18.23	21.10	21.10	23.97	23.97	\$25.969.65	\$49.852.94	12.49	15.36
12.49	15.36	18.23	18.23	18.23	21.10	21.10	23.97	23.97	\$25.969.65	\$49.852.94	12.49	15.36
14.54	16.89	19.25	19.25	19.25	21.61	21.61	23.97	23.97	\$30.237.17	\$49.852.94	14.54	16.89
14.54	16.89	19.25	19.25	19.25	21.61	21.61	23.97	23.97	\$30.237.17	\$49.852.94	14.54	16.89
16.63	19.32	22.02	22.02	22.02	24.71	24.71	27.41	27.41	\$34.590.46	\$57.009.50	16.63	19.32
16.63	19.32	22.02	22.02	22.02	24.71	24.71	27.41	27.41	\$34.590.46	\$57.009.50	16.63	19.32
17.96	20.87	23.78	23.78	23.78	26.69	26.69	29.61	29.61	\$37.356.84	\$61.581.75	17.96	20.87
17.96	20.87	23.78	23.78	23.78	26.69	26.69	29.61	29.61	\$37.356.84	\$61.581.75	17.96	20.87
19.40	22.54	25.68	25.68	25.68	28.82	28.82	31.98	31.98	\$40.359.11	\$66.485.31	19.40	22.54
19.40	22.54	25.68	25.68	25.68	28.82	28.82	31.98	31.98	\$40.359.11	\$66.485.31	19.40	22.54
20.75	24.12	27.48	27.48	27.48	30.84	30.84	34.20	34.20	\$43.168.38	\$71.145.91	20.75	24.12
20.75	24.12	27.48	27.48	27.48	30.84	30.84	34.20	34.20	\$43.168.38	\$71.145.91	20.75	24.12
22.21	25.81	29.41	29.41	29.41	33.01	33.01	36.60	36.60	\$46.192.10	\$76.137.83	22.21	25.81
22.21	25.81	29.41	29.41	29.41	33.01	33.01	36.60	36.60	\$46.192.10	\$76.137.83	22.21	25.81
23.76	27.61	31.46	31.46	31.46	35.31	35.31	39.16	39.16	\$49.430.26	\$81.461.08	23.76	27.61
23.76	27.61	31.46	31.46	31.46	35.31	35.31	39.16	39.16	\$49.430.26	\$81.461.08	23.76	27.61
25.42	29.54	33.66	33.66	33.66	37.78	37.78	41.90	41.90	\$52.882.88	\$87.159.82	25.42	29.54
25.42	29.54	33.66	33.66	33.66	37.78	37.78	41.90	41.90	\$52.882.88	\$87.159.82	25.42	29.54
27.21	31.61	36.02	36.02	36.02	40.43	40.43	44.83	44.83	\$56.592.83	\$93.256.14	27.21	31.61
27.21	31.61	36.02	36.02	36.02	40.43	40.43	44.83	44.83	\$56.592.83	\$93.256.14	27.21	31.61
28.16	32.72	37.29	37.29	37.29	41.85	41.85	46.41	46.41	\$58.572.80	\$96.536.54	28.16	32.72
28.16	32.72	37.29	37.29	37.29	41.85	41.85	46.41	46.41	\$58.572.80	\$96.536.54	28.16	32.72
29.12	33.83	38.55	38.55	38.55	43.26	43.26	47.98	47.98	\$60.560.12	\$99.794.23	29.12	33.83
29.12	33.83	38.55	38.55	38.55	43.26	43.26	47.98	47.98	\$60.560.12	\$99.794.23	29.12	33.83
30.86	35.86	40.86	40.86	40.86	45.86	45.86	50.86	50.86	\$64.184.29	\$105.780.12	30.86	35.86
30.86	35.86	40.86	40.86	40.86	45.86	45.86	50.86	50.86	\$64.184.29	\$105.780.12	30.86	35.86
32.71	38.01	43.31	43.31	43.31	48.61	48.61	53.90	53.90	\$68.044.35	\$112.119.42	32.71	38.01
32.71	38.01	43.31	43.31	43.31	48.61	48.61	53.90	53.90	\$68.044.35	\$112.119.42	32.71	38.01
34.67	40.29	45.91	45.91	45.91	51.52	51.52	57.14	57.14	\$72.118.86	\$118.856.30	34.67	40.29
34.67	40.29	45.91	45.91	45.91	51.52	51.52	57.14	57.14	\$72.118.86	\$118.856.30	34.67	40.29
36.76	42.71	48.66	48.66	48.66	54.62	54.62	60.57	60.57	\$76.450.71	\$125.990.77	36.76	42.71
36.76	42.71	48.66	48.66	48.66	54.62	54.62	60.57	60.57	\$76.450.71	\$125.990.77	36.76	42.71
37.28	42.48	47.68	47.68	47.68	52.89	52.89	58.27	58.27	\$66.736.22	\$109.976.87	37.28	42.48
37.28	42.48	47.68	47.68	47.68	52.89	52.89	58.27	58.27	\$66.736.22	\$109.976.87	37.28	42.48
38.96	45.27	51.56	51.56	51.56	57.89	57.89	64.20	64.20	\$81.039.90	\$133.544.92	38.96	45.27
38.96	45.27	51.56	51.56	51.56	57.89	57.89	64.20	64.20	\$81.039.90	\$133.544.92	38.96	45.27
41.29	47.98	54.68	54.68	54.68	61.37	61.37	68.06	68.06	\$85.886.42	\$141.562.91	41.29	47.98
41.29	47.98	54.68	54.68	54.68	61.37	61.37	68.06	68.06	\$85.886.42	\$141.562.91	41.29	47.98
43.78	50.87	57.96	57.96	57.96	65.05	65.05	72.14	72.14	\$91.054.62	\$150.044.76	43.78	50.87
43.78	50.87	57.96	57.96	57.96	65.05	65.05	72.14	72.14	\$91.054.62	\$150.044.76	43.78	50.87
46.41	53.92	61.44	61.44	61.44	68.95	68.95	76.47	76.47	\$96.523.04	\$159.056.72	46.41	53.92
46.41	53.92	61.44	61.44	61.44	68.95	68.95	76.47	76.47	\$96.523.04	\$159.056.72	46.41	53.92
49.19	57.16	65.12	65.12	65.12	73.09	73.09	81.06	81.06	\$102.313.14	\$168.598.80	49.19	57.16
49.19	57.16	65.12	65.12	65.12	73.09	73.09	81.06	81.06	\$102.313.14	\$168.598.80	49.19	57.16
54.11	62.87	71.63	71.63	71.63	80.40	80.40	89.16	89.16	\$112.542.31	\$185.452.06	54.11	62.87
54.11	62.87	71.63	71.63	71.63	80.40	80.40	89.16	89.16	\$112.542.31	\$185.452.06	54.11	62.87
59.51	69.15	78.79	78.79	78.79	88.44	88.44	98.08	98.08	\$123.779.39	\$204.006.10	59.51	69.15
59.51	69.15	78.79	78.79	78.79	88.44	88.44	98.08	98.08	\$123.779.39	\$204.006.10	59.51	69.15

Effective January 1, 2015 Florida minimum wage was changed to \$8.05

EXHIBIT B

LIBRARY PAY SCHEDULE							
FY 2014/2015							
DBM	HOURLY					ANNUAL	
	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	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	\$34,954.00	\$61,530.00
GE-18	17.65	21.01	24.36	27.72	31.08	\$36,712.00	\$64,637.00
GE-19	18.64	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	36.41	39.69	\$46,945.00	\$82,547.00

No changes were made for FY 14/15.

EXHIBIT C

JAIL PAY SCHEDULE

FY 2014/2015

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	\$29,138.84
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	\$22,258.00	\$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	14.86	16.89	18.81	20.74	22.68	\$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	\$28,187.20	\$39,655.82
JB23T	15.11	17.05	18.99	20.83	22.88	\$31,420.48	\$47,582.70
JB23	16.63	18.76	20.60	23.03	25.16	\$34,590.40	\$52,338.83
JB23A	17.44	19.69	21.83	24.18	26.43	\$36,275.20	\$54,973.98
JB23B	18.32	20.88	23.03	25.39	27.75	\$38,105.60	\$57,716.28
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	23.60	26.63	29.35	32.07	\$44,054.40	\$66,714.34
JC40	21.13	23.65	26.58	29.30	32.02	\$49,850.40	\$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
JCS1	26.64	32.33	36.01	39.70	43.36	\$69,571.20	\$90,237.89
JCS2	31.13	35.14	39.14	43.15	47.15	\$64,750.40	\$98,079.07
JD61	39.20	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	\$75,881.60	\$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	\$114,649.80	\$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 14/15.

EXHIBIT D

MEDICAL JAIL PAY SCHEDULE								
FY 2014/2015								
MEDICAL POSITION	DBM	HOURLY					ANNUAL	
		MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
Adv Registered Nurse Practitioner	JD72	40.28	45.77	51.25	56.74	62.22	\$83,782.40	\$129,422.38
Certified Medical Assistant	JA12	10.49	11.92	13.35	14.78	16.20	\$21,919.20	\$33,699.95
Dental Assistant	JB21	13.04	14.62	16.60	18.57	20.15	\$27,123.20	\$41,805.34
Emergency Medical Technician	JB21	13.04	14.62	16.60	18.57	20.15	\$27,123.20	\$41,805.34
Health Information Specialist	JB22	14.67	16.67	18.67	20.66	22.66	\$30,513.60	\$47,132.80
Health Services Administrator	JD82	34.18	38.84	43.50	48.15	52.81	\$71,094.40	\$109,848.65
Licensed Practical Nurse	JB22	14.67	16.67	18.67	20.66	22.66	\$30,513.60	\$47,132.80
Nursing Manager	JC42	24.42	27.76	31.08	34.40	37.73	\$50,793.60	\$78,476.11
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	\$23,732.80	\$36,677.69
Registered Nurse	JB31	18.32	20.82	23.32	25.81	28.31	\$38,105.60	\$58,894.58

No change was made for FY 14/15.

MENTAL HEALTH JAIL PAY SCHEDULE								
FY 2014/2015								
MEDICAL POSITION	DBM	HOURLY					ANNUAL	
		MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
Court Liaison	JB31	18.89	21.10	23.60	25.91	28.31	\$38,675.20	\$58,894.58
Director of Mental Health	JD81	33.20	37.47	41.75	46.02	50.29	\$89,058.00	\$104,613.99
Forensic Jail Case Manager	JB23	16.63	18.78	20.90	23.03	25.16	\$34,590.40	\$52,338.63
Medical Support Assistant	JA13	11.64	13.14	14.64	16.14	17.63	\$24,211.20	\$36,677.69
Mental Health Counselor	JB31	18.89	21.10	23.60	25.91	28.31	\$38,675.20	\$58,894.58
Mental Health Office Assistant	JA13	11.64	13.14	14.64	16.14	17.63	\$24,211.20	\$36,677.69

Exhibit E

WORKER'S COMPENSATION CODES

Title	WC Code	Type
Accountant	8810	Clerical Office Employees NOC
Accounting Assistant	8810	Clerical Office Employees NOC
Accounting Manager	8810	Clerical Office Employees NOC
Accounting Technician	8810	Clerical Office Employees NOC
Accreditation Manager	8810	Clerical Office Employees NOC
Administrative Assistant	7720	Police Officers & Drivers
Administrative Assistant	8810	Clerical Office Employees NOC
Administrative Assistant	8810	Clerical Office Employees NOC
Administrative Assistant	8820	Atty - Ees & Clerical, Mesngers, Drivers
Administrative Supervisor	8810	Clerical Office Employees NOC
Advanced Registered Nurse Practitioner	7720	Police Officers & Drivers
Animal Control Officer	8831	Hospital - Veterinary - & Drivers
Animal Control Supv	8831	Hospital - Veterinary - & Drivers
Animal Services Manager	8831	Hospital - Veterinary - & Drivers
Assistant to the County Administrator	8810	Clerical Office Employees NOC
Asst County Attorney (Non-cert)	8820	Atty - Ees & Clerical, Mesngers, Drivers
Battalion Chief	7704	Firefighters & Drivers
Billing Manager	8810	Clerical Office Employees NOC
Bldg Cd Enforce Officer	9410	Muni, Township, County or State Ee NOC
Branch Director	8810	Clerical Office Employees NOC
Budget Manager	8810	Clerical Office Employees NOC
Building Code Inspector	9410	Muni, Township, County or State Ee NOC
Certified Medical Assistant	7720	Police Officers & Drivers
Commissioner	8810	Clerical Office Employees NOC
Commissioner's Aide	8810	Clerical Office Employees NOC
Community Center Coordinator	9102	Park NOC - All Employees & Drivers
Construction Inspector	9410	Muni, Township, County or State Ee NOC
Construction Mgr	9410	Muni, Township, County or State Ee NOC
Corrections Captain	7720	Police Officers & Drivers
Corrections Lieutenant	7720	Police Officers & Drivers
Corrections Officer	7720	Police Officers & Drivers
Corrections Officer	7720	Police Officers & Drivers
Corrections Officer Trainee	7720	Police Officers & Drivers
Corrections Sergeant	7720	Police Officers & Drivers
Counseling Program Coordinator	8810	Clerical Office Employees NOC
County Administrator	8810	Clerical Office Employees NOC
County Attorney	8820	Atty - Ees & Clerical, Mesngers, Drivers
County Surveyor	8601	Architect or Engineer - Consulting
Court Liaison	8820	Atty - Ees & Clerical, Mesngers, Drivers
Criminal Justice Prog Mgr	8810	Clerical Office Employees NOC
Criminal Justice Spec I	8810	Clerical Office Employees NOC
Criminal Justice Spec II	8810	Clerical Office Employees NOC
Custodial Mgr	9015	Buildings - Operation by Owner or Lessee
Custodial Supv	9015	Buildings - Operation by Owner or Lessee
Custodial Worker	9015	Buildings - Operation by Owner or Lessee
Customer Service Associate	8810	Clerical Office Employees NOC
Customer Service Technician	8810	Clerical Office Employees NOC
Department Director I	8810	Clerical Office Employees NOC
Department Director I	9102	Park NOC - All Employees & Drivers
Department Director II	8810	Clerical Office Employees NOC
Department Director III	8810	Clerical Office Employees NOC
Deputy County Attorney	8820	Atty - Ees & Clerical, Mesngers, Drivers
Deputy Fire Chief	7704	Firefighters & Drivers
Detention Assistant	7720	Police Officers & Drivers
Development Prog Mgr	8810	Clerical Office Employees NOC
Director of Mental Health	7720	Police Officers & Drivers

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4800
(850) 595-4805
<http://www.myscambia.com/solicitations>



CLAUDIA SIMMONS, CPPPO
Purchasing Manager

March 30, 2015

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: Temporary Labor Services
Specification Number PD 14-15.041

Bidders:

This Addendum #1 for the following:

Add Scope of Work (attached):

Remove and Replace Page 4 (attached) of Bid Form:

Answers to Vendor's Questions

- Q. How will you calculate the final tabulation results for award - (1) Average of all Billable Rate Factors – Column 6 of Bid Form, (2) Average of Total Dollars – Column 7 of Bid Form, or (3) other method?
- A. Please contact the Office of Purchasing, Multiply the "Billable Rate Factor Column" (6) by the "Total by Comp Column" (5) and place that amount in the "Total by Comp Code Column" (7).
- Q. Have the Billable Rate Factors increased since the 2012 award? If so, what are the current Billable Rate Factors?
- A. Please visit our website www.myscambia.com then click on Vendor then Solicitations (for the current contract for this RFP) click on Existing Contracts.
- Q. Workers' Comp Code 7720 was not included in the 2012 bid. What is the original Billable Rate Factor (when first added to this scope of work)?
- A. The jail was acquired after the original solicitation and award – we do not currently have any jail positions on temporary (3rd party) labor assignments.
- Q. What is the accident/injury/incident history for this contract since 2012?
- A. Unknown, these are not County employees but employees of the agencies.
- Q. Column 3 of the Bid Form provides number of employees. Does this represent the number of employees per week? If not, what period of time does this cover?
- A. No, this is based on trend and an average over a year.
- Q. What are the total billable hours per Workers' Comp Code for 2013?

Addendum 1
14-15.041

A. Approximately \$1,727,089 was paid on this contract during this period.

Q. What are the total billable hours per Workers' Comp Code for 2014?

A. \$884,990 was paid out to Blue Arbor, Inc. for this Temporary Service provider

I see no mention for the participating staffing services to address the Affordable Care Act. We have expended thousands of dollars and man-hours to insure understanding of and compliance with the ACA, particularly as it relates to the relationship between a staffing service and its' customer.

The cost for the ACA in 2016 for employers with 50 or more full-time employees will take one of two forms: (1) pay ACA penalties or (2) provide an ACA compliant health insurance plan, making it affordable to employees by paying the applicable amount of premium required to meet the affordability test based on annual employee wages.

For 2015 we have an ACA Surcharge for all customers per straight-time hour billed rather than an increase in the percentage markup per hour. This per hour ACA Surcharge provides the most transparent method and traceable data for our clients and is noted as a separate line item on our invoices. It also provides the least expensive option to the customer.

As an example, if the hourly ACA Surcharge is \$.20 per straight-time hour billed, you know the charge is \$.20 per hour for every employee assigned, regardless of the employee pay rate. If a percentage markup is included for the ACA, you pay more for the ACA; 5% ACA charge x \$9.19 pay = \$.46 per hour while a 5% ACA charge x \$23.82 pay = \$1.19 per hour. An ACA percentage markup would also be calculated on overtime hours, adding even more costs to you.

Q. Will you add a requirement to PD 14-15.041, asking for (1) the methodology for addressing the ACA and costs associated with the ACA, (2) the methodology for the ACA rate calculation and (3) the ACA bill rate to the County?

A. No

Q. We are unable to locate A-1-4, noting the required drugs screen and background check criteria. Will you provide the specific requirements?

A. Yes, requirements vary according to the job.

Q. Will you provide the required PPE for each of the Workers' Comp Code categories?

A. Not for this bid as the required PPE is variable depending on assignment

Q. How is the County currently handling temporary staffing needs?

A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI)

Q. Is there an incumbent supplier? If so, please provide current billable rates?

A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI) - Please see attached bid tabulation sheet on website www.myscambia.com.

Q. What is the anticipated annual volume of this contract, in hours or dollars? Anticipated need per category?

A. Unknown at this time - The needs of the department and other factors vary.

Q. Regarding background checks and drug screening, we have the capability to mirror the County's requirements for internal personnel or other parameters that the County chooses. What are the minimum screening parameters expected for each candidate? Is an additional level of screening required for certain positions - such as drivers or jail personnel.

A. Please see Scope of Work section in the solicitation - some positions may require additional screenings.

Q. Who is the current incumbent?

A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI)

Q. What has been the annual spend for each of the past three years?

A. Approximately \$3M (depends on the need) - FY 13/14 the amount paid out on this contract was \$884,990.

Addendum 1

14-15.041

- Q. Does the current vendor have an office in county and is it a contract requirement?
A. Yes
- Q. Will the site supervisor be on site at the counties offices? does that mean you will provide an office?
A. No, No
- Q. What is the current contract rate factor for each of the bid positions?
A. Please see attached bid tabulation form on website www.myscambia.com
- Q. Will this be a single vendor award or multiple awards?
A. Single vendor
- Q. If you are providing the pay rates, please explain the purpose of exhibits A, B, C and D?
A. The rates are averages for those particular jobs. The exhibits (pay rates) are what the County presently pays for those positions and can be used as a guideline - rates of pay may be higher or lower.
- Q. Have the positions listed on Pages 3 & 4 been part of a solicitation in the past?
A. Yes
- Q. How may we obtain a copy of the Bid Tabulation showing the amounts Bid by each responder the last time the positions on Pages 3 & 4 were part of a solicitation?
A. Please see attached bid tabulation form.
- Q. Please identify which positions on pages 3 & 4 require licensing by the Florida Department of Business and Professional Regulation?
A. Not aware of any
- Q. Please identify if any of the temporaries utilized by Escambia County will be required to
A. Hydro blasting - No
Working on Roofs - No
Work on/or erect Scaffolding more than (6' feet) off the ground or work surface - No
USL&H Work - No
Jones Act Work - No
Heavy Demolition Work - No
Work More Than (6) feet above the Ground or Work Surface Above Ground - No
Tunneling - No
Asbestos Abatement - No
Mold Removal - No
Working With Hot Chemicals - No
Tree Trimming - Yes
Operating Heavy Equipment/Motorized Equipment - Yes
Work on Garbage Trucks - No
- Q. Driving Vehicles on Public Streets (We understand that several of the positions on Pages 3 & 4 have the word "DRIVERS" in the position description but will they really be DRIVING?)
A. Some positions require driving – those individuals will need a valid driver's license
- Q. Is there any way to find out approximately temporaries you use is a given week or month?
A. Several departments utilize the temporary service and the need varies.
- Q. Is there a break down by category (i.e. clerical, light industrial, heavy industrial, professional)?
A. Please see page 4 of the solicitation (Bid Form)
- Q. Have there been any adjustments on the current contract in the past 2 years?

Addendum I

14-15.041

- A. There was an amendment to the agreement to change the name of the business.
- Q. What is the process if a position is not filled in a timely manner?
- A. A timely manner needs to be defined – HR will need to be notified as well as the requesting department of the reason.
- Q. How much money was spent on staffing services in the past year, and what is the projection for next year?
- A. FY13/14 the amount paid out on this contract was \$884,990 – the projection for FY 15/16 may be close to the same – more or less on the needs of the requesting department.
- Q. What are the current bill rates and mark-up percentages per position?
- A. Please see tabulation sheet as well as Exhibits A – D (Pay Rates)
- Q. Is there any estimated budget allocated for this RFP?
- A. Approximately \$850,000 – some departments have budgets set aside for this type of service.
- Q. What are the average length of assignments?
- A. This varies according to the need of the department.
- Q. Will you provide the required PPE for each of the Workers' Comp Code categories?
- A. Yes
- Q. General liability requirements include bodily injury and property damage resulting from explosion, collapse or underground exposures. What Worker's Comp (job) categories listed on the Bid Form have these exposures?
- A. None, as it relates to temporary employees.
- Q. I would like to know the cash volume that the library clerks would be handling on any given day.
- A. Up to approximately \$500 but this is on the high end – Normally around \$200
- Q. Can you further define the scope of services to include: See below:
- A. a) minimum and maximum duration of work assignments? Assignment times vary
- A. b) the expected turnaround time from "order" to on the job placement? Varies according to the need e.g. additional background screenings
- Q. Page 15, No. 6 - Is this solicitation for services during EMERGENCY situations only?
- A. No
- Q. Is it the desire of the County that vendor provide health, Holiday and PTO benefits and or is the County only interested in the lowest rate?
- A. The County is interested in the lowest and most responsive bidder.
The County is not responsible for any benefits of the temporary employee as they are not County employees but the agencies.
- Q. Is it the intention of the County to award to a single vendor?
- A. Yes
- Q. On "Bid Form," is the Number of Employees listed a current or proposed maximum?
- A. No, just an average – could be more or less depending on the need of the various departments.
- Q. Can subcontractors be utilized in providing temporary labor for positions such as CORRECTIONAL OFFICERS, etc.?

- A. The successful bidder will be required to supply personnel that perform all required functions of the job in a satisfactory manner. Some positions will only be staffed by the County.
- Q. Can you provide details regarding current usage to include:
- A. Average weekly number of "temporary employees" – For the average, please see pages 4 & 5 (column 3) of the solicitation.
- Q. Who is the current vendor?
- A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI)
- Q. What are the current "Bill Rates" under that contract?
- A. Please see attached bid tabulation form.
- Q. Will the County's insurance be "First Position" where temporary labor is required to drive County vehicles?
- A. Please see page 20 of the solicitation – where it speaks of required coverages
- Q. Does the County currently or plan to use temporary labor as a source for full-time employees?
- A. Depends on the department's needs.

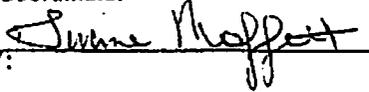
This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,



Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED:
COMPANY:
JP/lk



SCOPE OF WORK

CONTRACT EFFECTIVE: Upon Award with implementation no later than September 30, 2015.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed price contract to furnish, as required, Temporary Labor Services for the Escambia County BCC (County). This will be a single award contract.

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 2014/2015 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 filling 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. 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 a temporary employee for a minimum amount of time. The County is not responsible for any benefits of the temporary employee. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

The Agency

The Agency shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Agency will complete the following for each temporary employee who will be assigned to a County Division:

A. REQUIRED – (Cost associated with 1-4 may not be billed to the County and these costs shall be incorporated in the billable rate factor.)

1. 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 temporary employee transferring as a result of the award of this contract.)
2. A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. A temporary employee may be placed at the County subject to the results of the criminal background check.
3. Minimum of two employment reference checks.
4. Sexual Predator background check.

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

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

1. Education check, as required.

2. Credit Check, if applicable. (For positions that handle money)
3. A Division of Motor Vehicles background check, if applicable.
4. 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.

Temporary 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.

Temporary employees assigned to the County, who will be handling money, will be bonded prior to their assignment to the County. Additional screening will be necessary for employees handling money.

The Agency will maintain a local office and provide a dedicated Site Supervisor for all temporary employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with temporary employees which include, 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 discipline, counsel, evaluate performance, and terminate (when deemed necessary) the temporary employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address temporary employees concerns, questions, etc. each week. If the County should have a serious issue with the Agency's temporary 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.

All temporary employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at www.myescambia.com under Risk Management.

~~The Agency shall provide any Personal Protective Equipment and safety training required for the position. All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.~~

All temporary employees shall maintain high standards of personal grooming and shall dress appropriately for the job.

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.

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.

The Agency shall agree to supply a temporary 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 temporary employee will be required. If the temporary employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department for clearance before the temporary employee is assigned to the County.

County mandated Emergency Administrative Leave is for regular County employees only. Temporary employees on assignment with the County are not required to work during a County mandated emergency. Temporary employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

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.

The Agency will have all temporary 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 temporary employee.

Arrests

Agency must notify the County (Department of Human Resources) when a temporary employee is arrested for a matter more serious than a minor traffic offense within two business days of the occurrence.

Affordable Care Act (ACA)

The Agency will be required to address the Affordable Care Act (ACA). For employees working more than 30 hours per week and who are eligible for health coverage consistent with the terms of the ACA, the Agency will provide a compliant medical plan. Under the Employer Shared Responsibility provisions of the ACA, if employers do not offer affordable health coverage that provides a minimum level of coverage to their full-time employees (and their dependents); the employer may be subject to an Employer Shared Responsibility component of the ACA.

The Agency agrees to provide all information required for the County to meet annual reporting requirements regarding the ACA including whether insurance coverage was offered to the employee and his/her children; whether the Agency coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which the employee (and his or her child(ren), if any) was offered the Agency's coverage; and the calendar month during which the employee was enrolled in the staffing firm's coverage.

Invoicing

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) temporary 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.

Requesting a Temporary Employee

When requesting a temporary 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 temporary employee, the County, and the Agency.

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 personal protection equipment 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.**

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

Cash Handling

For employees handling cash, 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 throughout the Term hereof shall be an Event of Default by Agency hereunder.

BID FORM
Specification Number PD 14-15.041
Temporary Labor Services

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Temporary Labor Services as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Worker's Comp. Code (1)	Worker's Compensation Categories General Description with Typical Job Titles (2)	No. of Emp. (3)	Avg. Hourly Rate (4)	Total \$ by Comp Code (5)	Billable Rate Factor* e.g. 1.22, 1.43, etc. (6)	Total \$= Total by Comp. Code X Billable Rate [Col. (5) x (6) = Col. (7)] (7)
5509	Street or Road Maintenance or Beautification & Drivers (Road Department - Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	22	\$10.35	\$227.70		
6217	Excavation & Drivers (Solid Waste Department - Equipment Operator)	10	\$12.49	\$124.90		
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	10	\$10.89	\$108.90		
8742	Salespersons, Collectors or Messengers - Outside (Courier)	1	\$10.20	\$10.20		
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	15	\$12.62	\$189.30		
8810	Library - Library Clerk and other clerical positions	25	\$9.19	\$229.75		
8810	Jail - Administration	1	\$14.67	\$14.67		
7720	Jail - Corrections, Officers, Custodial	12	\$13.42 \$16.63	\$161.04 \$16.63		
8820	Attorney - All Employees & Clerical, Messengers, Drivers (Office Support)	4	\$14.54	\$58.16		
8831	Hospital - Veterinary - & Drivers (Kennel Technician)	4	\$11.25	\$45.00		
9015	Buildings - Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	10	\$12.37	\$123.70		

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-1980
(SUNCOM) 693-1980
(850) 595-1805
<http://www.escambia.com/collections>



CLAUDIA SIMMONS, CPPO
Purchasing Manager

March 30, 2015

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: Temporary Labor Services
Specification Number PD 14-15.041

Bidders:

This Addendum #2 for the following:

Add Temporary Disclaimers (attached):

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 for your record.

Sincerely,

A handwritten signature in black ink that reads "Joe Pillitary". The signature is written in a cursive style with a large, looping initial "J".

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: A handwritten signature in black ink that reads "Lucia Waffert". The signature is written in a cursive style with a large, looping initial "L".
COMPANY:
JP/ik

Addendum 2
14-15.041

(Agency Letterhead)

Temporary Employee Disclaimer

I, _____, understand that I am an employee of
(Temporary Employee)
_____, not Escambia County Board of County
(Agency)

Commissioners (BCC). Furthermore, I understand the Escambia County BCC provides NO employee benefits to persons assigned to work at the BCC through an employment agency or service. This means I am NOT eligible to receive health insurance, leave, retirement, workers compensation or other benefits from the County as a result of my work assignments through _____ to Escambia County BCC. As an
(Agency)
employee of _____, I am, however, eligible for the benefits
(Agency)
that are exclusively offered through them.

I, _____, hereby acknowledge that I have completed an
(Temporary Employee)
orientation from _____ regarding the policies, procedures, safety
(Agency)
practices and expectations for my assignment with Escambia County BCC.

Furthermore, I understand that at no time is it guaranteed or said that Escambia County BCC will hire me as a regular employee.

Temporary Employee Signature

Date

Job Title

Department

Agency Representative Signature

Date

Agency Disclaimer

Escambia County Florida provides no temporary employee benefits to persons from employment agencies or services. Temporary employee benefits (if any) are provided by the employment agency or service-company providing such personnel to Escambia County.

Such employment agencies or service companies shall certify to Escambia County as a condition of employment that they have individual disclosure documents executed by each temporary employee stating that any employment benefits provided to such temporary employees shall be exclusively from the employment agency or service-company which provide such persons to Escambia County.

In no event shall any person employed by such employment agencies or service companies rendering services or labor to Escambia County be eligible to receive health insurance, leave, retirement, workers compensation or other State of Florida employment benefits from the County as a result of work assignments to Escambia County.

I hereby certify that _____ will obtain
Agency Name

signed disclosure documents from every temporary employee provided to Escambia County.

Signature: _____

_____ Date

(Print Name/Title)



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 25, 2013

EMMANUEL, SHEPPARD & CONDON
% TIFFANY PERKINS
POST OFFICE DRAWER 1271
PENSACOLA, FL 32591-1271

Re: Document Number F05000000624

The Amendment to the Application of a Foreign Corporation for TEMPORARY EMPLOYEE SERVICES, INC. which changed its name to BLUE ARBOR, INC., a North Carolina corporation authorized to transact business in Florida, was filed on October 25, 2013.

The certification you requested is enclosed.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Irene Albritton
Regulatory Specialist II
Division of Corporations

Letter Number: 913A00025001

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amendment to the Application of a Foreign Corporation, filed on October 25, 2013, for TEMPORARY EMPLOYEE SERVICES, INC. which changed its name to BLUE ARBOR, INC., a North Carolina corporation authorized to transact business in Florida, as shown by the records of this office.

The document number of this corporation is F05000000624.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-fifth day of October, 2013



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

**PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE
AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT
BUSINESS IN FLORIDA
(Pursuant to Section 607.1504, F.S.)**

SECTION I (1-3) Must be Completed)

Florida document number F05000000624.

1. Name of Corporation as it appears on the records of the Department of State:

TEMPORARY EMPLOYEE SERVICES, INC.

2. Incorporated under laws of:

NORTH CAROLINA

3. Date Authorized to do business in Florida:

JANUARY 27, 2005

**FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
19 OCT 25 PM 4 12**

SECTION II (4-7) Complete Only the Applicable Changes)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of the corporation:

JULY 8, 2013

5. Name of corporation after the amendment, adding suffix "corporation," company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation:

BLUE ARBOR, INC.

If the new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida:

6. If the Amendment changes the period of duration, indicate the new period of duration:

7. If the Amendment changes the jurisdiction of incorporation, indicate the new jurisdiction:

8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.

Dated: 10/4, 2013.

Lucine Moffett

(Signature of a director, president, or other officer -
If in the hands of a receiver or other court appointed
Fiduciary, by that Fiduciary)

Lucine Moffett
(Typed Name of Person Signing)

President
(Title of Person Signing)



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF AMENDMENT

OF

BLUE ARBOR, INC.

the original of which was filed in this office on the 8th day of July, 2013.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 25th day of September, 2013.

Elaine F. Marshall

Secretary of State

SOSID: 0145983
Date Filed: 7/8/2013 1:48:00 PM
Klaime F. Marshall
North Carolina Secretary of State
C201318900428

**ARTICLES OF AMENDMENT
OF
TEMPORARY EMPLOYEE SERVICES, INC.**

The undersigned corporation, pursuant to N.C.G.S. Chapter 55, hereby submits these Articles of Amendment for the purpose of amending its Articles of Incorporation:

1. The name of the corporation is Temporary Employee Services, Inc.
2. The following amendment to the Articles of Incorporation was duly adopted on the 11th day of June, 2013, in the manner prescribed by law:
 - A. The name of the corporation is hereby amended to be Blue Arbar, Inc.
3. The Board of Directors unanimously recommended the amendment to the Shareholders
4. The Shareholders, after due and proper notice of special notice approved the amendment unanimously.
5. The amendment contained herein was adopted on the 11th day of June, 2013.
6. The corporation has only one class of stock and no voting groups.
7. The amendment contained herein is effective upon filing.

This the 11th day of June, 2013.

Blue Arbar, Inc.,
formerly known as Temporary Employee Services, Inc.

By: Lucine Moffett
Lucine Moffett, President

ATTEST:

Jaime L. Moffett
Jaime L. Moffett, Secretary

F:\SERV\ER\LS\LS\DOCS\00391241.000.DOC



Janet Holley, CFC

ESCAMBIA COUNTY TAX COLLECTOR

Post Office Box 1312

Pensacola, FL 32591

Phone: 850-438-6500

Email: ectc@escambiataxcollector.com

Web: www.escambiataxcollector.com

IMPORTANT INFORMATION ABOUT YOUR BUSINESS TAX RECEIPT

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

A business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and any other lawful authority.

All business tax receipts expire September 30 of each year.

Contact our office by phone at (850) 438-6500, ext. 3252 or by email at ectc@escambiataxcollector.com if any of the following changes occur with your business:

- Ownership
- Location
- Name

Note: If your business is closing, an application for a Going Out of Business Permit may be required, along with the surrender of your original business tax receipt and payment of any outstanding tangible tax liability for the business.

Rev. 06/12

INFORMATION ONLY: REMOVE OR FOLD BEHIND BEFORE DISPLAYING RECEIPT

BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL

JANET HOLLEY, CFC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
September 30, 2015

THE ISSUANCE OF THIS RECEIPT
DOES NOT ENSURE COMPETENCY

2014 - 2015

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
THE BUSINESS, PROFESSION, OR OCCUPATION OF

PAID-8903890.0001-0001 175 09/12/2014 26.25

EMPLOYMENT AGENCY
1101 GULF BREEZE PKWY STE 306

ACCT. NO. 608906 GROUP TYPE 047146 TOTAL 26.25

TEMPORARY EMPLOYEE SERVICES INC

P O BOX 12780
NEW BERN NC 28561

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

OWNER: MOFFETT LUCINE W

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
(850) 595-4805
<http://www.myescambia.com/solicitations>



CLAUDIA SIMMONS, CPPO
Purchasing Manager

March 30, 2015

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: Temporary Labor Services
Specification Number PD 14-15.041

Bidders:

This Addendum #1 for the following:

Add Scope of Work (attached):

Remove and Replace Page 4 (attached) of Bid Form:

Answers to Vendor's Questions

- Q. How will you calculate the final tabulation results for award - (1) Average of all Billable Rate Factors – Column 6 of Bid Form, (2) Average of Total Dollars – Column 7 of Bid Form, or (3) other method?
- A. Please contact the Office of Purchasing, Multiply the "Billable Rate Factor Column" (6) by the "Total by Comp Column" (5) and place that amount in the "Total by Comp Code Column" (7).
- Q. Have the Billable Rate Factors increased since the 2012 award? If so, what are the current Billable Rate Factors?
- A. Please visit our website www.myescambia.com then click on Vendor then Solicitations (for the current contract for this RFP) click on Existing Contracts.
- Q. Workers' Comp Code 7720 was not included in the 2012 bid. What is the original Billable Rate Factor (when first added to this scope of work)?
- A. The jail was acquired after the original solicitation and award – we do not currently have any jail positions on temporary (3rd party) labor assignments.
- Q. What is the accident/injury/incident history for this contract since 2012?
- A. Unknown, these are not County employees but employees of the agencies.
- Q. Column 3 of the Bid Form provides number of employees. Does this represent the number of employees per week? If not, what period of time does this cover?
- A. No, this is based on trend and an average over a year.
- Q. What are the total billable hours per Workers' Comp Code for 2013?

Addendum 1
14-15.041

A. Approximately \$1,727,089 was paid on this contract during this period.

Q. What are the total billable hours per Workers' Comp Code for 2014?

A. \$884,990 was paid out to Blue Arbor, Inc. for this Temporary Service provider

I see no mention for the participating staffing services to address the Affordable Care Act. We have expended thousands of dollars and man-hours to insure understanding of and compliance with the ACA, particularly as it relates to the relationship between a staffing service and its' customer.

The cost for the ACA in 2016 for employers with 50 or more full-time employees will take one of two forms: (1) pay ACA penalties or (2) provide an ACA compliant health insurance plan, making it affordable to employees by paying the applicable amount of premium required to meet the affordability test based on annual employee wages.

For 2015 we have an ACA Surcharge for all customers per straight-time hour billed rather than an increase in the percentage markup per hour. This per hour ACA Surcharge provides the most transparent method and traceable data for our clients and is noted as a separate line item on our invoices. It also provides the least expensive option to the customer.

As an example, if the hourly ACA Surcharge is \$.20 per straight-time hour billed, you know the charge is \$.20 per hour for every employee assigned, regardless of the employee pay rate. If a percentage markup is included for the ACA, you pay more for the ACA; 5% ACA charge x \$9.19 pay = \$.46 per hour while a 5% ACA charge x \$23.82 pay = \$1.19 per hour. An ACA percentage markup would also be calculated on overtime hours, adding even more costs to you.

Q. Will you add a requirement to PD 14-15.041, asking for (1) the methodology for addressing the ACA and costs associated with the ACA, (2) the methodology for the ACA rate calculation and (3) the ACA bill rate to the County?

A. No

Q. We are unable to locate A-1-4, noting the required drugs screen and background check criteria. Will you provide the specific requirements?

A. Yes, requirements vary according to the job.

Q. Will you provide the required PPE for each of the Workers' Comp Code categories?

A. Not for this bid as the required PPE is variable depending on assignment

Q. How is the County currently handling temporary staffing needs?

A. Blue Arbor, Inc. – formerly Temporary Employee Services, Inc. (TESI)

Q. Is there an incumbent supplier? If so, please provide current billable rates?

A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI) – Please see attached bid tabulation sheet on website www.myscambria.com.

Q. What is the anticipated annual volume of this contract, in hours or dollars? Anticipated need per category?

A. Unknown at this time – The needs of the department and other factors vary.

Q. Regarding background checks and drug screening, we have the capability to mirror the County's requirements for internal personnel or other parameters that the County chooses. What are the minimum screening parameters expected for each candidate? Is an additional level of screening required for certain positions – such as drivers or jail personnel.

A. Please see Scope of Work section in the solicitation – some positions may require additional screenings.

Q. Who is the current incumbent?

A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI)

Q. What has been the annual spend for each of the past three years?

A. Approximately \$3M (depends on the need) - FY 13/14 the amount paid out on this contract was \$884,990.

Addendum 1
14-15.041

- Q. Does the current vendor have an office in county and is it a contract requirement?
A. Yes
- Q. Will the site supervisor be on site at the counties offices? does that mean you will provide an office?
A. No, No
- Q. What is the current contract rate factor for each of the bid positions?
A. Please see attached bid tabulation form on website www.myescambia.com
- Q. Will this be a single vendor award or multiple awards?
A. Single vendor
- Q. If you are providing the pay rates, please explain the purpose of exhibits A, B, C and D?
A. The rates are averages for those particular jobs. The exhibits (pay rates) are what the County presently pays for those positions and can be used as a guideline - rates of pay may be higher or lower.
- Q. Have the positions listed on Pages 3 & 4 been part of a solicitation in the past?
A. Yes
- Q. How may we obtain a copy of the Bid Tabulation showing the amounts Bid by each responder the last time the positions on Pages 3 & 4 were part of a solicitation?
A. Please see attached bid tabulation form.
- Q. Please identify which positions on pages 3 & 4 require licensing by the Florida Department of Business and Professional Regulation?
A. Not aware of any
- Q. Please identify if any of the temporaries utilized by Escambia County will be required to
A. Hydro blasting - No
Working on Roofs - No
Work on/or erect Scaffolding more than (6' feet) off the ground or work surface - No
USL&H Work - No
Jones Act Work - No
Heavy Demolition Work - No
Work More Than (6) feet above the Ground or Work Surface Above Ground - No
Tunneling - No
Asbestos Abatement - No
Mold Removal - No
Working With Hot Chemicals - No
Tree Trimming - Yes
Operating Heavy Equipment/Motorized Equipment - Yes
Work on Garbage Trucks - No
- Q. Driving Vehicles on Public Streets (We understand that several of the positions on Pages 3 & 4 have the word "DRIVERS" in the position description but will they really be DRIVING?)
A. Some positions require driving – those individuals will need a valid driver's license
- Q. Is there any way to find out approximately temporaries you use is a given week or month?
A. Several departments utilize the temporary service and the need varies.
- Q. Is there a break down by category (I.e. clerical, light industrial, heavy industrial, professional)?
A. Please see page 4 of the solicitation (Bid Form)
- Q. Have there been any adjustments on the current contract in the past 2 years?

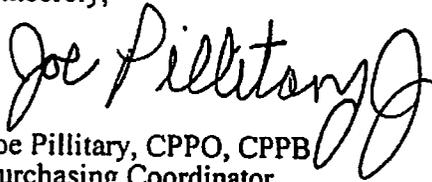
Addendum 1
14-15.041

- A. There was an amendment to the agreement to change the name of the business.
- Q. What is the process if a position is not filled in a timely manner?
- A. A timely manner needs to be defined – HR will need to be notified as well as the requesting department of the reason.
- Q. How much money was spent on staffing services in the past year, and what is the projection for next year?
- A. FY13/14 the amount paid out on this contract was \$884,990 – the projection for FY 15/16 may be close to the same – more or less on the needs of the requesting department.
- Q. What are the current bill rates and mark-up percentages per position?
- A. Please see tabulation sheet as well as Exhibits A – D (Pay Rates)
- Q. Is there any estimated budget allocated for this RFP?
- A. Approximately \$850,000 – some departments have budgets set-aside for this type of service.
- Q. What are the average length of assignments?
- A. This varies according to the need of the department.
- Q. Will you provide the required PPE for each of the Workers' Comp Code categories?
- A. Yes
- Q. General liability requirements include bodily injury and property damage resulting from explosion, collapse or underground exposures. What Worker's Comp (job) categories listed on the Bid Form have these exposures?
- A. None, as it relates to temporary employees.
- Q. I would like to know the cash volume that the library clerks would be handling on any given day.
- A. Up to approximately \$500 but this is on the high end – Normally around \$200
- Q. Can you further define the scope of services to include: See below:
- A. a) minimum and maximum duration of work assignments? Assignment times vary
- A. b) the expected turnaround time from "order" to on the job placement? Varies according to the need e.g. additional background screenings
- Q. Page 15, No. 6 - Is this solicitation for services during EMERGENCY situations only?
- A. No
- Q. Is it the desire of the County that vendor provide health, Holiday and PTO benefits and or is the County only interested in the lowest rate?
- A. The County is interested in the lowest and most responsive bidder.
The County is not responsible for any benefits of the temporary employee as they are not County employees but the agencies.
- Q. Is it the intention of the County to award to a single vendor?
- A. Yes
- Q. On "Bid Form," is the Number of Employees listed a current or proposed maximum?
- A. No, just an average – could be more or less depending on the need of the various departments.
- Q. Can subcontractors be utilized in providing temporary labor for positions such as CORRECTIONAL OFFICERS, etc.?

- A. The successful bidder will be required to supply personnel that perform all required functions of the job in a satisfactory manner. Some positions will only be staffed by the County.
- Q. Can you provide details regarding current usage to include:
- A. Average weekly number of "temporary employees" – For the average, please see pages 4 & 5 (column 3) of the solicitation.
- Q. Who is the current vendor?
- A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI)
- Q. What are the current "Bill Rates" under that contract?
- A. Please see attached bid tabulation form.
- Q. Will the County's insurance be "First Position" where temporary labor is required to drive County vehicles?
- A. Please see page 20 of the solicitation – where it speaks of required coverages
- Q. Does the County currently or plan to use temporary labor as a source for full-time employees?
- A. Depends on the department's needs.

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 for your record.

Sincerely,



Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____
COMPANY: _____
JP/ik

SCOPE OF WORK

CONTRACT EFFECTIVE: Upon Award with implementation no later than September 30, 2015.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed price contract to furnish, as required, Temporary Labor Services for the Escambia County BCC (County). This will be a single award contract.

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 2014/2015 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 filling 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. 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 a temporary employee for a minimum amount of time. The County is not responsible for any benefits of the temporary employee. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

The Agency

The Agency shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Agency will complete the following for each temporary employee who will be assigned to a County Division:

A. REQUIRED – (Cost associated with 1-4 may not be billed to the County and these costs shall be incorporated in the billable rate factor.)

1. 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 temporary employee transferring as a result of the award of this contract.)
2. A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. A temporary employee may be placed at the County subject to the results of the criminal background check.
3. Minimum of two employment reference checks.
4. Sexual Predator background check.

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

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

1. Education check, as required.

2. Credit Check, if applicable. (For positions that handle money)
3. A Division of Motor Vehicles background check, if applicable.
4. 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.

Temporary 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.

Temporary employees assigned to the County, who will be handling money, will be bonded prior to their assignment to the County. Additional screening will be necessary for employees handling money.

The Agency will maintain a local office and provide a dedicated Site Supervisor for all temporary employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with temporary employees which include, 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 discipline, counsel, evaluate performance, and terminate (when deemed necessary) the temporary employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address temporary employees concerns, questions, etc. each week. If the County should have a serious issue with the Agency's temporary 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.

All temporary employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at www.myescambia.com under Risk Management.

~~The Agency shall provide any Personal Protective Equipment and safety training required for the position. All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.~~

All temporary employees shall maintain high standards of personal grooming and shall dress appropriately for the job.

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.

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.

The Agency shall agree to supply a temporary 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 temporary employee will be required. If the temporary employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department for clearance before the temporary employee is assigned to the County.

County mandated Emergency Administrative Leave is for regular County employees only. Temporary employees on assignment with the County are not required to work during a County mandated emergency. Temporary employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

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.

The Agency will have all temporary 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 temporary employee.

Arrests

Agency must notify the County (Department of Human Resources) when a temporary employee is arrested for a matter more serious than a minor traffic offense within two business days of the occurrence.

Affordable Care Act (ACA)

The Agency will be required to address the Affordable Care Act (ACA). For employees working more than 30 hours per week and who are eligible for health coverage consistent with the terms of the ACA, the Agency will provide a compliant medical plan. Under the Employer Shared Responsibility provisions of the ACA, if employers do not offer affordable health coverage that provides a minimum level of coverage to their full-time employees (and their dependents); the employer may be subject to an Employer Shared Responsibility component of the ACA.

The Agency agrees to provide all information required for the County to meet annual reporting requirements regarding the ACA including whether insurance coverage was offered to the employee and his/her children; whether the Agency coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which the employee (and his or her child(ren), if any) was offered the Agency's coverage; and the calendar month during which the employee was enrolled in the staffing firm's coverage.

Invoicing

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) temporary 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.

Requesting a Temporary Employee

When requesting a temporary 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 temporary employee, the County, and the Agency.

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 personal protection equipment 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.**

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

Cash Handling

For employees handling cash, 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 throughout the Term hereof shall be an Event of Default by Agency hereunder.

BID FORM
Specification Number PD 14-15.041
Temporary Labor Services

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Temporary Labor Services as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Worker's Comp Code (1)	Worker's Compensation Categories General Description with Typical Job Titles (2)	No. of Emp. (3)	Avg. Hourly Rate (4)	Total \$ by Comp Code (5)	Billable Rate Factor* e.g. 1.22, 1.43, etc. (6)	Total \$= Total by Comp. Code X Billable Rate [Col. (5) x (6) = Col (7)] (7)
5509	Street or Road Maintenance or Beautification & Drivers (Road Department - Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	22	\$10.35	\$227.70		
6217	Excavation & Drivers (Solid Waste Department - Equipment Operator)	10	\$12.49	\$124.90		
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	10	\$10.89	\$108.90		
8742	Salespersons, Collectors or Messengers - Outside (Courier)	1	\$10.20	\$10.20		
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	15	\$12.62	\$189.30		
8810	Library - Library Clerk and other clerical positions	25	\$9.19	\$229.75		
8810	Jail - Administration	1	\$14.67	\$14.67		
7720	Jail - Corrections, Officers, Custodial	12	\$13.42 \$16.63	\$161.04 \$16.63		
8820	Attorney - All Employees & Clerical, Messengers, Drivers (Office Support)	4	\$14.54	\$58.16		
8831	Hospital - Veterinary - & Drivers (Kennel Technician)	4	\$11.25	\$45.00		
9015	Buildings - Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	10	\$12.37	\$123.70		

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
(850) 595-4805

<http://www.myscambia.com/solicitations>



CLAUDIA SIMMONS, CPPO
Purchasing Manager

March 30, 2015

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: Temporary Labor Services
Specification Number PD 14-15.041

Bidders:

This Addendum #2 for the following:

Add Temporary Disclaimers (attached):

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 for your record.

Sincerely,

A handwritten signature in black ink that reads "Joe F. Pillitary". The signature is written in a cursive style with a large, looping "J" at the beginning.

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____
COMPANY:
JP/ik

Addendum 2
14-15.041

(Agency Letterhead)

Temporary Employee Disclaimer

I, _____, understand that I am an employee of
(Temporary Employee)
_____, not Escambia County Board of County
(Agency)

Commissioners (BCC). Furthermore, I understand the Escambia County BCC provides NO employee benefits to persons assigned to work at the BCC through an employment agency or service. This means I am NOT eligible to receive health insurance, leave, retirement, workers compensation or other benefits from the County as a result of my work assignments through _____ to Escambia County BCC. As an
(Agency)
employee of _____, I am, however, eligible for the benefits
(Agency)
that are exclusively offered through them.

I, _____, hereby acknowledge that I have completed an
(Temporary Employee)
orientation from _____ regarding the policies, procedures, safety
(Agency)
practices and expectations for my assignment with Escambia County BCC.

Furthermore, I understand that at no time is it guaranteed or said that Escambia County BCC will hire me as a regular employee.

Temporary Employee Signature

Date

Job Title

Department

Agency Representative Signature

Date

Agency Disclaimer

Escambia County Florida provides no temporary employee benefits to persons from employment agencies or services. Temporary employee benefits (if any) are provided by the employment agency or service-company providing such personnel to Escambia County.

Such employment agencies or service companies shall certify to Escambia County as a condition of employment that they have individual disclosure documents executed by each temporary employee stating that any employment benefits provided to such temporary employees shall be exclusively from the employment agency or service-company which provide such persons to Escambia County.

In no event shall any person employed by such employment agencies or service companies rendering services or labor to Escambia County be eligible to receive health insurance, leave, retirement, workers compensation or other State of Florida employment benefits from the County as a result of work assignments to Escambia County.

**I hereby certify that _____ will obtain
Agency Name**

signed disclosure documents from every temporary employee provided to Escambia County.

Signature: _____

_____ Date

_____ (Print Name/Title)

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Joe Pillitary, CPPO, CPPB
 Purchasing Coordinator
 Office of Purchasing, 2nd Floor, Room 11.101
 213 Palafox Place, Pensacola, FL 32502
 Post Office Box 1591, Pensacola, FL 32591-1591
 Phone No: (850) 595-4878 Fax No: (850) 595-4805

Invitation to Bid

TEMPORARY LABOR SERVICES
 SOLICITATION NUMBER: PD 14-15.041

SOLICITATION

MAILING DATE: Monday, March 9, 2015

PRE-BID CONFERENCE: Tuesday, March 24, 2015 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502. All bidders are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Thursday, April 2, 2015 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 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 Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:
56-1308931

TERMS OF PAYMENT:
Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Blue Arbor, Inc.
 ADDRESS: 5413 Morlon Rd P.O. Box 12780
 CITY, ST. & ZIP: New Bern, NC 28561
 PHONE NO.: (252) 638-3036
 TOLL FREE NO.: (800) 633-9715
 FAX NO.: (252) 638-5087

REASON FOR NO OFFER:
n/a

BID BOND ATTACHED S NA

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 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 purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County makes final award to the offeror.

Lucine Moffett-Pres.
 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Lucine Moffett-Pres.
 SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
 (MANUAL)

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

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name of Contractor

By _____ Date _____

By _____
 Signature of Person Authorized to Sign Date _____

WITNESS _____ Date _____

ATTEST _____
 Corporate Secretary Date _____

WITNESS _____ Date _____

(CORPORATE SEAL)

ATTEST _____
 Witness Date _____

Awarded Date _____

ATTEST _____
 Witness Date _____

Effective Date _____



BID FORM
Specification Number PD 14-15.041
Temporary Labor Services

Date: 03/31/15

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Temporary Labor Services as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Worker's Comp Code (1)	Worker's Compensation Categories General Description with Typical Job Titles (2)	No. of Emp. (3)	Avg. Hourly Rate (4)	Total \$ by Comp Code (5)	Billable Rate Factor* e.g. 1.22, 1.43, etc. (6)	Total \$= Total by Comp. Code X Billable Rate [Col. (5) x (6) = Col. (7)] (7)
5509	Street or Road Maintenance or Beautification & Drivers (Road Department - Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	22	\$10.35	\$227.70	1.28	\$291.46
6217	Excavation & Drivers (Solid Waste Department - Equipment Operator)	10	\$12.49	\$124.90	1.25	\$156.13
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	10	\$10.89	\$108.90	1.25	\$136.13
8742	Salespersons, Collectors or Messengers - Outside (Courier)	1	\$10.20	\$10.20	1.18	\$12.04
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	15	\$12.62	\$189.30	1.18	\$223.37
8810	Library - Library Clerk and other clerical positions	25	\$9.19	\$229.75	1.18	\$271.11
8810	Jail - Administration	1	\$14.67	\$14.67	1.18	\$17.31
7720	Jail - Corrections, Officers, Custodial	2	\$13.42 \$16.63	\$161.04 \$16.63	1.29	\$21.46
8820	Attorney - All Employees & Clerical, Messengers, Drivers (Office Support)	4	\$14.54	\$58.16	1.18	\$68.63
8831	Hospital - Veterinary - & Drivers (Kennel Technician)	4	\$11.25	\$45.00	1.29	\$58.05
9015	Buildings - Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	10	\$12.37	\$123.70	1.25	\$154.63

9102	Park - (Maintenance Worker, Technician)	8	\$11.25	\$90.00	1.25	\$112.50
9403	Garbage, Ashes or Refuse Collection & Drivers (Landfill Service Worker)	76	\$10.98	\$83.88	1.28	\$84.33
9410	Municipal, Township, County or State Employee (NOC - Not otherwise Classified) - (Engineer Project Coordinator, Engineer)	6	\$23.82	\$142.92	1.23	\$175.79
Total of Column (7) - Total Bid Amount						\$ 1,782.92

(Source for the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.)
 *The Billable Rate Factor for all categories listed 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 test (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee personal protection equipment and all other deductions and profits are to be included in this rate. The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. Example: \$10.00 (Hourly Pay Rate) X 1.33 (Billable Factor) = \$13.30 (Hourly Bill Rate).

***Submittals with any deviation from this format will be disqualified.**
 All costs associated with tests, background checks, etc. (not listed in A 1-4) performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County and should not be included in the billable factor.

The Site Supervisor will be an employee of the Agency and all administrative costs associated with this position should be included in the implementation of the contract.

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
 Document Number FO5000000624

Occupational License No. 0000608906

Florida DBPR Contractor's License, Certification and/or
 Registration No. N/A

Type of Contractor's License, Certification and/or
 Registration N/A

Expiration Date: _____

Terms of Payment
 (Check one) Net 30 Days 2% 10th Prox _____

Will your company accept Escambia County Purchasing
 Cards? Yes No _____

Will your company accept Escambia County Direct
 Payment Vouchers? Yes No _____

County Permits/Fees required for this project:

Permit	Cost
NA	

Bidder: Blue Arbor, Inc.

By: Lucine Moffett

Signature: Lucine Moffett

Title: President

Address: P.O. Box 12780 5413 Morton Rd
 New Bern, NC 28561

Person to contact concerning this bid:
Lucine Moffett

Phone/Toll Free/Fax # 800-633-9715

(cell) 252-514-5380 (fax) 252-638-5087

E-Mail Address: lmoffett@bluearbor.com

Home Page Address: www.bluearbor.com

Person to contact for emergency service:
Lucine Moffett

Phone/Cell/Pager #: 252-514-5380

Person to contact for disaster service:
Lucine Moffett

Home Address: 2006 Downing Drive

Pensacola, FL 32505

Home Phone/Cell/Pager #: 252-514-5380

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County Board of County Commissioners
(print name of the public entity)

by Lucine Molfell, President
(print individual's name and title)

for Blue Arbor, Inc.
(print name of entity submitting sworn statement)

whose business address is

5413 Morton Road New Bern, NC 28562 (physical)
P.O. Box 12780 New Bern, NC 28561 (mailing)

and (if applicable) its Federal Employer Identification Number (FEIN) is:
56-1308931

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Lucia Maffei
(signature)

Sworn to and subscribed before me this 31 day of March, 2015

Personally known _____

OR produced identification _____

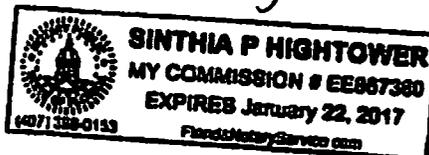
Drivers License
(Type of identification)

Notary Public - State of Florida

My commission expires 01/22/2017

Synthia P. Hightower
(Printed typed or stamped commissioned name of notary public)

Synthia P. Hightower



Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that Blue Arbor, Inc. does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Lucine M. Joffe
Offeror's Signature

3/31/15
Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: North Carolina
Name as spelled in that State: Blue Arbor, Inc.

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: FO5000000624

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Lucine Moffett Secretary: Jaime Gossin
Vice President: Jaime Gossin Treasurer: Kelli Henthorn
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida): Blue Arbor, Inc.

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: P.O. Box 12780
City, State Zip: New Bern, NC 28561
Street Address: 5413 Morion Road
City, State, Zip: New Bern, NC 28562

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: 56-1308931
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Jaime Gossin E-mail: hr@bluearbor.com
Telephone Number: 910-297-3930 Facsimile Number: 252-638-5087

Name of individual who will sign the instrument on behalf of the company: Lucine Moffett

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company: President

END

(850) 488-9000 Verified by: _____ Date: _____

(Revised 12/21/01)