

**AGREEMENT FOR
TEMPORARY PERSONNEL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Kelly Services, Inc., a Michigan corporation licensed to do business in Florida, whose address is 6611 Onion Dr., Suite 102, Fort Myers, FL 33912, and whose federal tax identification number is 38-1510762, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase temporary personnel services on an as needed basis from the Vendor (the "Purchase"); and,

WHEREAS, the County issued Invitation to Bid 170107LKD on January 27, 2017 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on April 11, 2017; and,

WHEREAS, the Vendor has reviewed the services to be performed pursuant to this Agreement and is qualified, willing and able to perform all such services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Work and Specifications, as set forth in the Scope of Work and Specifications section of the Solicitation, modified by Addenda Nos. 1 and 2, a photocopy of said amended section being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation and its Addenda, copies of which are on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue to deliver services on an "as needed basis" for a period of two (2) years. The County reserves the right

to renew this Agreement for up to three (3) additional one (1) year periods, upon the mutual written agreement of both parties.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901; publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. Vendor agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with County employees and members of the public in a civil manner when on County property or conducting business related to this Agreement.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

County's Representatives:

Name:	<u>Barbara McClake</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>VP & Division mgr</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>999 W. Big Beaver Troy, MI 48084</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>	
Telephone:	<u>(248) 244-4643</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>(248) 244-4977</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>mccabbka@kellyservices.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 1. Agreement
 2. County's Purchase Order
 3. Solicitation No. B170107LKD
 4. Vendor's Submittal in Response to Solicitation No. B170107LKD

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS: Kelly Services, Inc.

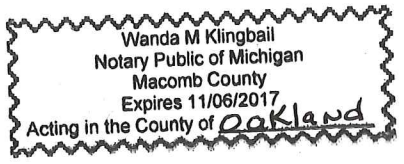
Signed By: Wanda M Klingbail Signed By: Barbara McCabe

Print Name: Wanda M Klingbail Print Name: Barbara McCabe

Title: VP & Division Manager

Date: 04/27/17

Barbara McCabe
V.P. & Division Manager



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Jake Manning
CHAIR

DATE: 6/13/17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Theresa King
DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

Issued with Addendum 2 version 02/09/2017

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The purpose of this bid is to establish an annual contract for temporary personnel service on an as needed basis. Temporary personnel may be required at various locations throughout Lee County, including but not limited to Fort Myers, North Fort Myers, Captiva, Bonita Springs, Cape Coral, and Lehigh and on occasion Clewiston, LaBelle and Felda.
- 1.2. It is the County's intent to award to one or more vendors meeting all specification requirements. The County reserves the right for each department or division to use any vendor/firm, of their choosing, from the awarded members.
- 1.3. Lee County reserves the right, at the Procurement Director's discretion, not to award certain items within this bid.
- 1.4. Lee County reserves the right to reject unbalanced bids (a bid where a normally low cost item is priced well out of the normal range).

2. PROJECT CRITERIA

- 2.1. SUPERVISION: General County policies and procedures will be followed in each office or location, subject to the discretion of the supervisor/management of that department/Division.
- 2.2. ATTIRE: All office personnel provided shall be required to dress in professional, conservative business-like attire, suitable for public exposure type jobs. No jeans, T-shirts, or athletic shoes will be allowed, unless approved by the County Department/Division to which the temporary personnel are assigned.
 - 2.2.1. The awarded vendor will provide, at their expense, Personal Protective Equipment (PPE) as specified or required by each department's assignment. At a minimum required PPE may include hard hat, safety glasses, high visibility vest, work gloves, and steel toed work boots.
- 2.3. TEMPORARY PERSONNEL RATE CHANGE: The Bid rates shall be firm and will not vary during the first two years of agreement. However, if an awarded vendor/firm requests a price increase during the remaining years of the contract, it will be reviewed by the Lee County Procurement Division. Should the Department of Labor (DOL) make a Minimum Wage adjustment only the difference (between prevailing wage rate and increase as determined for Lee County) may be requested by the awarded vendor(s). If accepted the increase will only take effect after the awarded vendor/firm receives the approval in writing from the Lee County Procurement Division. The mark-ups for the negotiated position rates will remain constant throughout the life of the bid.
- 2.4. WORK HOURS: Lee County offices work varied hours. Generally temporary personnel would be required to work weekdays, approximately eight (8) hours per day, between the hours of 7 a.m. and 6 p.m., depending on the location. A small percentage of Lee County's temporary personnel needs are required on evenings and weekends. Lee County requires that temporary employees working these hours do so at the same hourly fees/rates as weekday employees. No overtime will be paid unless Lee County specifically authorizes it. Lunch hour will not be paid. The maximum lunch break will be one (1) hour. Food accommodations or facilities may not be available at some locations/worksites.
- 2.5. INVOICING: The awarded vendors/firms are required to prepare invoices for each department/division separately. Each invoice must show the purchase order number, work location, date(s) of service, employee name, hourly rate, hours worked, and the job category (as shown below or as negotiated).
- 2.6. TEMPORARY PERSONNEL REQUIREMENTS/INFORMATION:
 - 2.6.1.1. Lee County may require that temporary personnel provided to Lee County successfully complete a drug test and a National criminal background check prior to start-up of work with Lee County.
 - 2.6.1.1.1. Copies of the drug test and criminal background check results must be provided to the requesting Lee County department/division and Lee County Human Resources prior to the placement of personnel.
 - 2.6.1.1.2. The charges (if any) for these checks or tests shall be incurred by the vendor/firm and not to be billed separately/additionally.
 - 2.6.1.1.3. Based on these background checks, the County reserves the right to direct the vendor/firm to remove/relieve a temporary staffing agency employee from the task or work under this contract.
 - 2.6.1.2. All temporary staffing agency employees may be required to successfully pass a Urine Drug Screen before starting employment for Lee County. A qualified laboratory approved by the County must be utilized to perform the test. Any temporary staffing agency applicant who refuses to take the test, or whose test results are positive, will be denied employment at that time. At minimum, the drug test must test for the presence of:
 - 2.6.1.2.1. Marijuana
 - 2.6.1.2.2. Cocaine

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- 2.6.1.2.3. Amphetamines
- 2.6.1.2.4. Opiates
- 2.6.1.2.5. Phencyclidine (PCP)
- 2.6.1.2.6. Barbiturates
- 2.6.1.2.7. Benzodiazepine
- 2.6.1.2.8. Methaqualone
- 2.6.1.3. Temporary staffing agency employees must undergo and successfully pass a criminal background check. The following background and criminal history areas must be checked:
 - 2.6.1.3.1. Social Security Trace and Address History
 - 2.6.1.3.2. National Federal Criminal Search
 - 2.6.1.3.3. National Criminal Database
 - 2.6.1.3.4. County Criminal
 - 2.6.1.3.5. National Sex Offender Registry and Violent Abuse Registry
- 2.6.1.4. Due to increased security requirements Lee County reserves the right to require a Level II background check through the Florida Department of Law Enforcement (FDLE).
- 2.6.2. Vendors/firms that provide personnel for positions/category that requires driver's license shall ensure that the individual possesses a valid driver's license, with an acceptable driving record, prior to and during work assignment.
- 2.6.3. Vendors/firms shall have and maintain all necessary permits and licenses applicable to providing Temporary Labor Service to Lee County. The County reserves the right to request evidence or a copy of any such documents, or any other pertinent industry related documents required to provide laborer services.
- 2.6.4. Any temporary person furnished, that is not satisfactory, will be replaced at Lee County's discretion. Lee County shall not be charged if, within four hours of work start-up, the temporary person is requested to be replaced.
- 2.6.5. If temporary personnel are requested prior to 10:00 a.m. for the next workday, and the vendor/firm cannot supply anyone, Lee County must be advised no later than 3:00 p.m. of the same day. In the event that none of the awarded pool members are able to provide the requested personnel, Lee County reserves the right to employ other temporary service vendors to fill the position.
- 2.6.6. At the Procurement Management Director's discretion, Lee County reserves the right to hire a particular temporary person for a position with high visibility or requiring superior skills, without fees or additional charges being levied. This person may be hired at a rate higher than the awarded vendor's/firm's quoted rate for the particular job category.
- 2.6.7. Existing positions, where a temporary worker is currently employed, and ongoing arrangement exists, and a worker has been specifically trained for technical work, or where Lee County can draw on its own temporary help personnel pool, will be exempt from this agreement, at the discretion of the Procurement Management Director.
- 2.6.8. Persons employed by the awarded vendors/firms in the performance of services pursuant to this bid shall not be considered employees of the County, shall be independent thereof and shall have no claim against the County as to pension, worker's compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the County to its officers and employees.
- 2.6.9. The awarded vendors/firms agrees to reimburse the County for any improper charges which can be documented as a result of the vendors'/firms' employee making unauthorized long distance telephone calls while working at the County.
- 2.6.10. The minimum number of hours a temporary employee will be required is four hours.
- 2.6.11. Persons employed by the awarded vendors/firms in the performance of services pursuant to this bid ARE NOT ALLOWED TO DRIVE COUNTY VEHICLES, WITH THE EXCEPTION OF THOSE HIRED TO SPECIFIC DRIVING POSITIONS, SUCH AS FLJET SERVICE WORKER, FLJET MECHANIC, CUSTOMER SERVICE SUPPORT TECHNICIAN, ETC...
- 2.6.12. Lee County will not pay for or reimburse temporary personnel for any bridge tolls, parking fee, or expenses incurred for violation of any related offenses. In addition Lee County will not provide parking spaces for temporary personnel in downtown Fort Myers. However, fees such as bridge tolls, parking fee, incurred while in performance of the temporary personnel service may be reimbursable.

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

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- 2.6.13. At Lee County' sole discretion, Lee County may desire to increase or decrease the hourly rate. Prior to any rate adjustments Lee County will work with the awarded vendors/firms to negotiate the revised hourly rate, based on current Lee County standards.
- 2.6.14. It is desired that the vendor will endeavor to work with the County to employ or retain certain temporary laborers/personnel that may be currently working at County facilities for the sake of continuity and experience/training.
- 2.6.15. Lee County reserves the right to permanently hire any temporary labor furnished, without fees or additional charges being levied.
- 2.6.16. **JOB CATEGORIES:** Positions identified in this section are provided to ascertain specific and or special categories and responsibilities; it is in no way intended to be all inclusive of labor services required. Lee County requires that awarded vendors/firms be able to provide temporary personnel staff capable of fulfilling the following job categories and minimum requirements:
- 2.6.17. **Administrative Assistant-**Should have the ability to handle advanced administrative work assisting the head of a major operating unit. Duties include ability to assist with preparation and daily operation of a budget, ability to perform special projects and compile reports, ability to supervise staff of one or more clerical employees, may require the ability to type 40 cwpm on a word processor, ability to do booking.
- 2.6.18. **Executive Assistant-** Should have ability to handle highly responsible independent work coordinating the schedule of a County Commissioner. Duties include acting as a liaison with government officials and the public, composing memos and letters in response to written and verbal complaints and information requests, maintaining records of laws, ordinances etc., researching assigned special projects and preparing reports and analyses, and providing routine receptionist and clerical duties as required.
- 2.6.19. **Library Assistant-**Should have the ability to assist librarians in cataloging, reference activities, circulation department, and working with patrons.
- 2.6.20. **Office Support Basic-** Should have the ability to do routine clerical support work including filing, copying, scanning, typing, routing mail, providing customer service for non-technical issues, serving as a receptionist, receiving and screening incoming phone calls and taking messages.
- 2.6.21. **Office Support Mid-level-** May require the ability to type 55cwpm; ability to operate in Windows program environments is desirable, including the following: knowledge of Microsoft Office, Ms Word, Excel, Access, and PowerPoint as applicable to the job requirements. Personnel must have knowledge of correct grammar and punctuation.
- 2.6.22. **Office Support High-Level-** Advance office and technical capabilities are required, including the ability to type contracts, dictation, and government forms etc. May require the ability to type 80 cwpm, ability to operate in Windows program environments is desirable, including the following: knowledge of Microsoft Office, Ms Word, Excel, Access, and PowerPoint as applicable to the job requirements.
- 2.6.23. **Account Clerk-** shall have the capability to perform cashiering/cash handling transactions. Have the ability to do the following tasks: generate materials requests; prepares routine payroll records; prepare deposit & handles petty cash transactions; maintains fixed asset/property control records. Exhibits the ability to efficiently multi task and communicate verbally, orally, and in writing. Knowledge of computer software, including but not limited to: MS Excel, Word, Windows, and Outlook. Possess excellent customer service skills and resolve. Perform minimal/basic bookkeeping operations and fiscal activities. Possess the ability to lift/move up to 50 pounds.
- 2.6.24. **Customer Service Representative-** Should have the ability to assess and resolve customers inquires, concerns, and complaints by exercising fair, reliable, objective, valid, and sound independent judgment in a polite and courteous manner; applying deductive reasoning, critical thinking, and inductive reasoning. Relies on limited experience to plan and accomplish goals. The following are skills/tasks that may be required: proofreading; filing; operation of a computer terminal, multi-lined telephone call center, utilize available technology to enter, file, and retrieve data, 10-key data entry (7,000 keystrokes per hour), ability to type (40 cwpm), and knowledge of other standard office equipment as required to communicate and assist customers. Should be dependable, possess excellent telephone and in person customer service skills, perform financial and billing transactions, ability to process payments by credit card and check, demonstrate basic informational data processing. May be required to lift/move up to 50 pounds.
- 2.6.25. **Customer Service Support Technician-** Technician performs a variety of tasks such as: cleaning facilities, maintaining parks, athletic fields, beaches, athletic courts, landscaping, and inspecting equipment in order to

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- provide safe, attractive areas for public use. Essential duties and responsibilities may include: Clean restrooms and facilities, empty waste receptacles, pick up litter, perform landscaping duties (mowing, pruning, watering, planting, etc.) inspect playground and other equipment for signs of wear, vandalism, etc., unlock/lock facilities at appropriate times, collect fees and prepare deposit slips. Education, Experience, Licensing: Requires any combination of education and experience equivalent to a 10th grade education and six months of work related experience. Possess a valid Florida Class "E" drivers license with an acceptable driving record is required. Knowledge, skills and abilities may include: operate hand tools and small equipment in a safe manner, deal with public in a prompt, professional and courteous manner, detect improper function equipment, perform basic maintenance on hand tools and small equipment, depending on assignment the ability to perform basic mathematical skills, drive utility cart vehicle, lift 50 pounds and work outside during all seasons.
- 2.6.26. **On-Call Recreational Support**-This is an entry level position to serve as Day Camp Site Directors, Counselors/Senior Counselor Pool/Beach Supervisors, Aids/Assistants and special event support. The level will be determined, by the County, based on level of skills required on an as needed basis. Work may include organizing field trips, and educational programs, coordinating playground games and sporting events; conducting arts and crafts sessions; registering participants in programs; scheduling; assisting with special events and/or a variety of other recreational program planning and implementation responsibilities. Work involves odd and irregular work schedules including weekends and holidays. Employees have extensive contact with children and the public. Essential duties & responsibilities: Assist in the supervision of children and in planning and facilitation of a balanced summer recreation program to include, but not limited to, field trips, special events, swimming, canoeing, bicycling, archery, fishing, camping, sports, games, entertainment and educational programs. Assists with all aspects of Special events and Athletic tournaments with Parks and Recreation. Duties include, but are not limited to, setting up and breaking down tables, chairs, and tents, emptying trash receptacles throughout the event, maintaining water coolers with ice and water, working the admissions gate, keeping score for events, picking up trash throughout the facility, general cleaning and restocking of restrooms. Education, Experience, Licensing: Requires any combination of education and experience equivalent to a 10th grade education, have or obtain within 6 months of hire CPR/First Aid Certifications. Possess a valid Florida Class "E" drivers license with an acceptable driving record is required.
- 2.6.27. **Lifeguard**- This position may serve as a lifeguard for temporary or On-Call positions that may be assigned at a variety of parks and recreation facilities. Essential duties & responsibilities: Patrols a beach/pool area to maintain order and protect swimmers from accident or drowning; rescues swimmers in distress; administers necessary first aid treatment. Performs pool maintenance cleaning the facility; accounts for monies received. Teaches/assists in teaching swimming lessons. Enforces facility rules and regulations regarding water and beach activities. Required to train and document all rescue skills, CPR, and first aid procedures. Education, Experience, Licensing: All Lifeguard positions (I, II, III) must have a current lifeguard certification prior to starting work. Lifeguard II & III positions must also have a current swim instructor certification prior to starting work. The level will be determined, by the County, based on level of skills required on an as needed basis.
- 2.6.28. **Research Analyst**- should have the ability to perform extensive primary and secondary research; identify target market within a prescribed market or industry. Utilize electronic and computer programs and devices to research, analyze, develop, and design presentations. Employ data to analyze, integrate, and develop clear and precise recommendations, and strategic plans. Gather or obtain data, by developing and conducting surveys or through organizing and conducting focus groups etc...
- 2.6.29. **Environmental Lab Aide**- Ability to collect and field-test a wide variety of environmental samples, including: drinking water, wastewater, watersheds (natural streams, canals, ditches, rivers), ground water (wells), marine waters, soils and sediments. Requires any combination and experience equivalent to graduation with an Associate's of Arts in Environmental Science, Biology, Chemistry, or closely related field.
- 2.6.30. **Parts Room Worker/Representative**- Shall possess the ability to lift/move a minimum of 50 pounds. Research, allocate, and identify replacement parts/stock utilizing such items as catalogs, computer, schematics, and other computerize or electronic devices. Perform stock management duties, including but not limited to: ordering, receiving, inventorying, stock replenishment (shelving & storage), tracking and maintaining usage data, handling parts/stock, equipment distribution/issue, and maintain inventory logs/data etc... Receive and inspect parts/stock for defectiveness or incorrect application. Prepare and return warranty

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

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items, and wrong or defective parts/stock. Prepare, maintain, and file issue/return receipts or other accountability devices. Assist personnel in researching and ordering parts and equipment. Shall possess professional phone etiquette and good communications skills; verbal and written.

- 2.6.31. **Fleet Service Worker:** The following are minimum requirements for Fleet Service Worker
- 2.6.31.1. Knowledge of tools and equipment.
 - 2.6.31.2. Possess the skills to operate tools and equipment related to vehicle mechanics
 - 2.6.31.3. Ability to diagnose/troubleshoot minor vehicle malfunctions and determine corrective actions
 - 2.6.31.4. Ability to understand and follow written and verbal instructions
 - 2.6.31.5. Ability to perform vehicle and equipment preventative maintenance
 - 2.6.31.6. Perform basic vehicle systems repairs and replacement of parts/accessories.
 - 2.6.31.7. Maintain records of tools used and work provided.
 - 2.6.31.8. Ability to lift and haul a minimum of 80 pounds.
 - 2.6.31.9. Possess any combination of education and experience equivalent to graduation from high school and six months of work experience in maintenance and repair of automotive gasoline or diesel powered engines/equipment.
 - 2.6.31.10. Possess a valid Florida driver's license with an acceptable driving record; license's requirements or type will be determined and dictated by area of assignment at time of request.
 - 2.6.31.11. Ability to work independently with general directions and minimal supervision.
- 2.6.32. **Fleet Mechanic:** The following are minimum requirements for Fleet Mechanic
- 2.6.32.1. **Note: Automotive Service Excellence (ASE) certification is preferred.**
 - 2.6.32.2. Ability to diagnose/troubleshoot and repair vehicle malfunctions.
 - 2.6.32.3. Ability to perform maintenance and repair of diesel and or gasoline powered equipment.
 - 2.6.32.4. Ability to understand and follow written and verbal instructions.
 - 2.6.32.5. Ability to maintain vehicles and equipment records pertaining to services performed.
 - 2.6.32.6. Possess the skill and ability to perform vehicle quality assurance checks for all mechanical tasks.
 - 2.6.32.7. Ability to oversee, performs, and coordinates the removal, installation, replacement, and repair of vehicle systems and engine parts.
 - 2.6.32.8. Possess any combination of education and experience equivalent to graduation of high school and one year of related mechanical experience.
 - 2.6.32.9. Possess a valid Florida driver's license commensurable with the position and an acceptable driving record.
- 2.6.33. **Day Labor:**
- 2.6.33.1. Day laborer for landfill and Compost Operations and Fleet Services- Litter pick up, light equipment and facility maintenance, landscaping duties including operation of power and hand tools, and general site maintenance. Display/have to ability to take detailed direction from County staff.
 - 2.6.33.2. Day Laborer for E-Waste recycling Collections- Ability to sort, load, palletize, and shrink wrap electronics. Recycle acceptable items, such as but not limited to: Computers, Monitors, Key boards, Scanners, Televisions, VCR's, Fax Machines, Copy Machines, etc. Laborers must have the capability and ability to perform overall site cleanup.
 - 2.6.33.3. Day Laborer for Parks & Recreation/Beaches, Community Parks, Recreation Centers & Pro/AM facilities- Assist Parks staff with daily duties such as, but not limited to: Litter pickup, push mowing, string trimming, and edging. Display/have the ability to take detailed direction from Parks staff. Laborer must have the ability to lift 50lb. Must be able to maintain flexible work schedule; hours may vary.
 - 2.6.33.4. Day Laborer for Transfer Stations, Material Recovery Facilities, Yard Waste Processing- Performs general housekeeping duties to include litter collection, sweeping, and pressure washing. Recovers recyclable materials from a conveyor belt system, removes bags and debris from yard waste, and assists with traffic control and customer direction.
 - 2.6.33.5. Day Laborer for Waste to Energy transfer station/recycling- Litter pick up, recovering recyclable materials from C&D (Construction & Demolition) and MSW (Municipal Solid Waste) loads brought to the tipping floor, sweeping, and general site cleanup. Display/have the ability to take detailed direction from County staff.

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

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- 2.6.33.6. Day Laborer for Household Chemical Waste (HCW) Collections-Ability to set up barricades, cones, signs, tents; sort through latex paint for recycling assisted by County employees; palletize, and shrink wrap latex paint for shipment, sort palletize, and shrink wrap electronics; and dismantling of collection site, overall cleanup and policing of location.

NOTE: Day Laborers may be required to operate apparatuses such as, but not limited to the following: riding lawn mowers, utility ATV's/carts, maintenance equipment and other laborer associated equipments/devices, with instruction from County staff and as directed by the requesting County Departments. There are some remote sites, locations, facilities, etc.; laborers should bring lunches as restaurants, convenience stores, and other food sources may not be available.

- 2.6.34. **JOB CATEGORIES NOT LISTED ABOVE: (OPTION A)**
For positions that are not listed above nor on the Lee County Bid/Proposal Form, the County will allow the user department, in conjunction with the awarded vendors/firms of their choosing, to negotiate an appropriate hourly rate for the required position and apply a vendors'/firms' mark up over the negotiated rate. Vendors/Firms will provide the percentage mark up under "Option A" on the Bid/Proposal Form of this solicitation.

Note: All office type job categories may be required to perform various general clerical functions, such as providing customer service, answering phones, taking messages, typing, filing, copying etc..., which are normal extensions of general office work.

End of Scope of Work and Specifications Section

**EXHIBIT B
FEE SCHEDULE**

- The Vendor is the primary vendor for the job categories listed below. The County shall issue work to the primary vendor first; then, if primary vendor is unable to provide an employee in the time required, work may be issued to the secondary vendor. The work is to be charged in accordance with the hourly rates provided below.

<i>Job Category</i>	Primary Vendor	Hourly Rate Year 1	Hourly Rate Year 2
Library Assistant	Kelly Services, Inc.	\$11.85	\$11.85
Office Support Basic	Kelly Services, Inc.	\$12.51	\$12.51
Office Support Mid-level	Kelly Services, Inc.	\$14.49	\$14.49
Customer Service Support Technician	Kelly Services, Inc.	\$13.83	\$13.83
On-Call Recreational Support Mid-level	Kelly Services, Inc.	\$13.83	\$13.83
On-Call Recreational Support High-level	Kelly Services, Inc.	\$14.49	\$14.49

- The Vendor is the secondary vendor for the job categories listed below. Work will only be issued to the Vendor if the primary vendor is unable to fulfill the County's request within the County's required timeframe. The work is to be charged in accordance with the hourly rates provided below.

<i>Job Category</i>	Secondary Vendor	Hourly Rate Year 1	Hourly Rate Year 2
Administrative Assistant	Kelly Services, Inc.	\$ 15.80	\$15.80
Executive Assistant	Kelly Services, Inc.	\$ 17.78	\$ 17.78
Office Support High-level	Kelly Services, Inc.	\$15.80	\$15.80
Accounting Clerk	Kelly Services, Inc.	\$15.95	\$15.95
Customer Service Representative	Kelly Services, Inc.	\$14.49	\$14.49
On-Call Recreational Support Basic	Kelly Services, Inc.	\$13.17	\$13.17
Parts Room Worker/Representative	Kelly Services, Inc.	\$15.15	\$15.15

**EXHIBIT B
FEE SCHEDULE**

- Rates shall be firm and will not vary during the first two (2) years of the Agreement. For any following renewal term, if the United States Department of Labor (DOL) increases the minimum wage, the Vendor may make a request to the County to adjust the hourly rates contained herein. Such a request may only consist of the difference between the new minimum wage rate and the previous rate, as established by the DOL. The Director of Procurement Management has sole authority to grant a wage rate increase. The Director of Procurement Management will review the Vendor's request and, if accepted, the increase will take effect upon Vendor's receipt of approval of the increase in writing.

**EXHIBIT C
INSURANCE REQUIREMENTS**



Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$1,000,000 per accident
\$1,000,000 disease limit
\$1,000,000 disease – policy limit

- d. **Fidelity Bond/Crime Policy** – Coverage against loss from employee misconduct, such as theft of monies, securities, or property:

\$100,000 Employee Dishonesty;
\$100,000 Theft, Disappearance and Destruction;
\$100,000 Forgery and Alteration;
\$100,000 Computer Fraud

**EXHIBIT C
INSURANCE REQUIREMENTS**

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

- b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.*

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. It is the responsibility of the Vendor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC.) and CONTACT NAME (ACE American Insurance Company, ACE Fire Underwriters Insurance Company, etc.)

COVERAGES CERTIFICATE NUMBER: RJCEN2W REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Crime.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Any provisions referenced on this Certificate of Insurance apply only as required by written contract. In the event of cancellation by the insurance company (ies) the General Liability, Workers Compensation and Automobile Liability policy (ies) have been endorsed to provide 30 days Notice of Cancellation to the certificate holder shown below.

Branch/Dept: 2050

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (Lee County Board of County Commissioners) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.)

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC.		INSURED Kelly Services Inc. and it's Subsidiaries	
POLICY NUMBER			
CARRIER		NAIC CODE	
ISSUE DATE: 04/27/2017			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Coverage - Excess Workers Compensation
 Carrier - ACE American Insurance Company (NAIC Code 22667)
 Policy # - WCUC49109027
 Term - 1/1/2017 - 1/1/2018

Limits -
 Each Accident \$1,000,000
 Disease Policy Limit \$1,000,000
 Disease Each Employee \$1,000,000

Coverage - Retro Workers Compensation
 Carrier - ACE Fire Underwriters Insurance Company (NAIC Code 20702)
 Policy # - SCFC49108941
 Term - 1/1/2017 - 1/1/2018

Limits -
 Each Accident \$1,000,000
 Disease Policy Limit \$1,000,000
 Disease Each Employee \$1,000,000