

AGREEMENT FOR TEMPORARY PERSONNEL SERVICES - ANNUAL

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and 22nd Century Technologies, Inc., a New Jersey corporation authorized to do business in the State of Florida, whose address is 8251 Greensboro Drive, Suite 900, McLean, VA 22102, and whose federal tax identification number is 22-3502121, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Temporary Personnel Services from the Vendor in connection with "Temporary Personnel Service - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B220182CMR on February 22nd, 2022; (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 4th, 2022; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and 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, a more specific description of the Project Scope of Services is set forth in Sections 1 through 6 of the Scope of Work and Specifications section of B220182CMR, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. B220182CMR, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue for on as needed basis for one (1), three (3) year period. Upon mutual written agreements of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to

exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be June 6th, 2022.

- 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, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization 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 non-appropriation 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 County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) 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 or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

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, 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, PRRCustodian@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. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

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. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- 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 thirty (30) 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 subcontracts 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 provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting

party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and 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. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.
- I. 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

Name:	Caroline Rist
Title:	VP, Compliance
Address:	8251 Greensboro Drive, Suite 900, McLean, VA 22102
Telephone:	888-998-7284
Facsimile:	732-537-0888
Email:	govt@tscti.com

County's Representative

Names:	Roger Desjarlais	Mary Tucker
Titles:	County Manager	Procurement Management Director
Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	(239) 533-2221	(239) 533-8881
Facsimile:	(239) 485-2262	(239) 485-8383
Email:	rdesjarlais@leegov.com	mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. 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
 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

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

WITNESS:

Signed By: Anne Marie Eaton

Print Name: Anne Marie Eaton

22ND CENTURY TECHNOLOGIES, INC.

Signed By: Caroline Rist

Print Name: Caroline Rist

Title: Vice President, Compliance

Date: May 3, 2022

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]

CHAIR

DATE: 5-31-22

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: [Signature]
Melissa Butler
Deputy Clerk

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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2



EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

VER 08-18-2021

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor(s) 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, Lehigh Acres, Clewiston, LaBelle and Felda.

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/manager of that department and or division.
- 2.2. ATTIRE: All office personnel provided shall be required to dress in a 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 will be assigned.
 - 2.2.1. The awarded Vendor shall 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 three years of the agreement. However, if an awarded Vendor requests a price increase during the remaining years of the contract, it shall be reviewed by the Lee County Procurement Management Department. 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/Firm. If accepted the increase will only take effect after the awarded Vendor receives the written approval from the Lee County Procurement Management Department. The mark-ups for the negotiated position rates will remain constant throughout period of this Agreement.
- 2.4. WORK HOURS: Lee County offices work various hours. Generally temporary personnel would be required to work weekdays, approximately eight (8) hours per day, between the hours of 7:00 AM and 6:00 PM, depending on the location. A small percentage of Lee County's temporary personnel needs are required on evenings, weekends and holidays. Lee County requires that temporary employees working these hours do so at the same hourly fees/rates as weekdays employees. Though weekly hours worked over 40 shall be paid at one and a half times the base hourly rate per the Fair Labor Standards Act (FLSA), overtime hours will only be available if specifically authorized by Lee County. Meal breaks shall be unpaid. The maximum meal break will be one (1) hour per shift. Food accommodations or facilities may not be available at some locations/worksites.
- 2.5. INVOICING: The awarded Vendor shall prepare invoices for each department 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.

3. TEMPORARY PERSONNEL REQUIREMENTS/INFORMATION

- 3.1. Lee County may require that temporary personnel provided to Lee County successfully complete a drug test and a National criminal background check prior to starting an assignment with Lee County.
- 3.2. Copies of the drug test and criminal background check results shall be provided to the requesting Lee County Department and Lee County Human Resources prior to placement of personnel.
- 3.3. The charges, if any, for drug test and criminal background checks shall be incurred by the Vendor and shall not be billed to the County.

- 3.4. The County reserves the right to direct the Vendor to remove/relieve a temporary staffing agency employee from the task and/or work under this Agreement based on the results of the background check.
- 3.5. Temporary staffing agency employees may be required to pass a Urine Drug Screen before starting temporary employment with Lee County. A qualified laboratory approved by the County must be utilized to perform this test. Any temporary staffing agency applicant who refuses to take the test, or whose test results are positive for presence of drugs listed below, will be denied employment at that time.
- Marijuana
 - Cocaine
 - Amphetamines
 - Opiates
 - Phencyclidine (PCP)
 - Barbiturates
 - Benzodiazepine
 - Methaqualone
- 3.6. Temporary staffing agency employees must undergo and successfully pass a criminal background check. The following background and criminal history areas must be checked:
- Social Security Trace and Address History
 - National Federal Criminal Search
 - National Criminal Database
 - County Criminal
 - National Sex Offender Registry and Violent Abuse Registry
- 3.6.1..1. 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).
- 3.7. Vendors that provide personnel for positions that requires driver's license shall ensure that the individual possesses a valid driver's license, with an acceptable driving record, prior and during work assignment.
- 3.8. Vendor 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 document required to provide laborer services.
- 3.9. Any temporary personnel furnished, that is not satisfactory, shall be replaced at Lee County's discretion. Lee County shall not be charged if, within four hours of assignment start, the temporary person is requested to be replaced.
- 3.10. If temporary personnel are requested prior to 10:00 AM for the next workday, and the Vendor cannot supply anyone, Lee County must be advised no later than 3:00 PM of the same day. If the event occurs that none of the awarded pool of Vendors are able to provide the requested personnel, Lee County reserves the right to contract other temporary service Vendor to fill the County's needs.
- 3.11. Lee County reserves the right to hire any temporary person for a position with high visibility or requiring superior skills. This person may be hired at a higher rate than the awarded rate without fees or additional charges being levied.
- 3.12. 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 its own temporary help personnel pool, will be exempt from this Agreement, at the discretion of the Procurement Management Director.
- 3.13. Persons employed by the awarded Vendor in the performance of services pursuant to this Agreement 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 or by the County to its officers and employees.

- 3.14. The awarded Vendor agrees to reimburse the County for any improper charges which can be documented as a result of the Vendor's/Firm's employee making unauthorized long distance telephone calls while working at the County.
- 3.15. The minimum number of hours temporary personnel will be required is four (4) hours per assignment
- 3.16. Persons employed by the awarded Vendor in the performance of services pursuant to this Agreement shall not be allowed to drive County vehicles, with the exception of those hired to specific driving positions and have been verified by the County personnel has a valid Driver's License and an adequate driving record. Some positions may include but are not limited to, fleet service worker, fleet mechanic, customer service and support specialist.
- 3.17. The County shall 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.
 - 3.17.1. Lee County shall not pay or reimburse personnel for any parking fee, or expenses incurred for violation of any related offenses.
- 3.18. The County may increase or decrease hourly rate at their discretion. Prior to any rate adjustments, the County will work with the awarded Vendor to negotiate the revised hourly rate, based on current County standards.
- 3.19. Vendor must endeavor to work with the County to employ or retain certain temporary laborers/personnel that may be currently working County facilities for the purpose of continuity and experience.
- 3.20. The County reserves the right to permanently hire any temporary labor furnished, without fees or additional charges imposed.

4. JOB CATEGORIES

- 4.1. 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. The County requires the awarded Vendor shall provide temporary personnel staff capable of fulfilling the job categories described below and minimum requirements.
- 4.2. All office/administrative type job categories require various general clerical functions which included, but are not limited to, providing customer service, answering phones, taking messages, typing, filing and copying.
- 4.3. ADMINISTRATIVE SPECIALIST- Shall have the ability to handle advanced administrative work assisting assigned staff within a county department. Duties include but are not limited to assist with preparation and daily operation of a budget, ability to perform special projects and compile reports, capability to supervise staff of one or more clerical employees. Personnel should be able to navigate Microsoft Office based programs including Outlook, and ability perform scheduling functions.
- 4.4. EXECUTIVE ASSISTANT- Shall have ability to handle highly responsible independent work coordinating the schedule of a County Commissioner or Senior-Level staff. Duties include, but not limited to, acting as liaison with government officials and the public, composing memos and letters in response to written and verbal complaints as well as information requests, maintaining records of law and ordinances, researching assigned special projects and preparing reports and analysis, and providing routine receptionist and clerical duties.
- 4.5. LIBRARY ASSISTANT- Shall have the ability to assist librarians in cataloging, reference activities, circulation department, and working with patrons.
- 4.6. OFFICE SUPPORT BASIC- Shall have the ability to perform entry-level clerical support work including filing, copying, scanning, typing, routing mail, providing customer service to non-technical issues, and receiving and screening incoming phone call and taking messages.
- 4.7. OFFICE SUPPORT MID-LEVEL- Should have the ability to perform routine clerical support work and operate in Microsoft Windows program environments, including knowledge of Microsoft Office, Outlook, Word, Excel,

Access, and Power Point as applicable to the job requirements. Personnel must have knowledge of correct grammar and punctuation.

- 4.8. **OFFICE SUPPORT HIGH-LEVEL-** Advanced office and technical capabilities are required, including but not limited to, ability to type contracts, dictation, and government forms. Should have ability to operate Windows programs such as Microsoft Office, Outlook, Word, Excel, Access, and Power Point. Personnel shall have knowledge of correct grammar and punctuation.
- 4.9. **ACCOUNTING CLERK/FISCAL SPECIALIST-** Shall have the capability to perform cashiering/cash handling transactions. Shall have the ability to generate materials requests, prepares routine payroll records, prepare deposits, handle petty cash transactions, maintain fixed assets/property records. Exhibits ability to efficiently multi-task and communicate verbally, orally and in writing. Knowledge of computer software, including but not limited to Microsoft Word, Excel, Windows, and Outlook. Possess excellent customer service skill and conflict resolution. Perform minimal/basic bookkeeping operations and fiscal activities.

CUSTOMER SERVICE REPRESENTATIVE- Shall have the ability to assess and resolve customer inquiries, concerns and complaints by exercising fair, reliable, objective, valid and sound independent judgement in a polite and courteous manner. Apply deductive reasoning, critical thinking, and inductive reasoning. Shall rely on limited experience to plan and accomplish goals. List of skills/tasks include, but are not limited to, proofreading, filing, operation of a computer terminal, multi-lined telephone call center, utilize available technology to enter, file and retrieve data, and knowledge of other standard office equipment as required to communicate and assist customers. Shall be dependable, possess excellent telephone and in person customer service skills, perform financial and billing transactions, ability to process payments by credit card and checks, demonstrate basic informational data processing.

4.11. **PARKS & RECREATION SUPPORT SPECIALIST - BASIC -** This position may serve as recreational support that may be assigned at a variety of parks and recreation facilities. This is an entry-level position to serve as additional support to Camp Counselors, Senior Counselors, Aid/Assistants, Special Event staff, Athletic Event staff or Lifeguards. Work may involve irregular work schedules that may include nights, weekends and holidays.

- 4.11.1. **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 training. A valid Florida driver's license with an acceptable driving record may be required.

- 4.12. **CAMP COUNSELOR, SENIOR COUNSELOR & AID/ASSISTANT-** Work may include organizing field trips and educational programs, coordinating 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. Position will have extensive contact with children and the public. Essential duties & responsibilities include but are not limited to: Assisting in the supervision of children and in planning and facilitation of a balanced recreation programs to include, but not limited to, field trips, special events, swimming, canoeing, bicycling, archery, fishing, camping, sports, games, entertainment and educational programs.
- 4.13. **SPECIAL EVENT SUPPORT & ATHLETIC EVENT SUPPORT -**Work may include assisting with all aspects of special events and athletic events. Essential duties & responsibilities include but are not limited to: Setting up and breaking down tables, chairs, 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, restocking of restrooms and other duties that may be assigned.
- 4.14. **LIFEGUARD -** Essential duties & responsibilities may include but not limited to: 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 and cleaning the facility, accounts for monies received, 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:** A lifeguard must have a current lifeguard certification prior to starting work.

4.15. PARKS & RECREATION SUPPORT - MID-LEVEL - This position may serve as recreational support that may be assigned at a variety of parks and recreation facilities. This position will support Site Directors or Parks Maintenance staff. Work may involve irregular work schedules that may include nights, weekends and holidays.

4.15.1. Education, Experience, Licensing: Requires any combination of education and experience equivalent to a 10th grade education and six months of work-related experience, have or obtain within 6 months of hire CPR/First Aid training. A valid Florida driver's license with an acceptable driving record may be required.

4.16. DAY CAMP SITE DIRECTOR - Work may include organizing field trips and educational programs, coordinating 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. Employees have extensive contact with children and the public. Essential duties & responsibilities include but are not limited to: Assist in the supervision of children and in planning and facilitation of a balanced recreation programs to include, but not limited to, field trips, special events, swimming, canoeing, bicycling, archery, fishing, camping, sports, games, entertainment and educational programs.

4.17. PARKS MAINTENANCE - Work may include a variety of tasks such as cleaning facilities, maintaining parks, athletic fields, beaches, athletic courts, landscaping, and inspecting equipment in order to provide safe, attractive areas for public use. Essential duties and responsibilities may include but are not limited to cleaning 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 and athletic field maintenance. 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.

4.18. RESEARCH SPECIALIST- Shall 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, ad strategic plans. Gather or obtain data, by developing and conducting surveys or through organizing and conducting focus groups.

4.19. 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 and Associates of Arts in Environmental Science, Biology, Chemistry, or closely related field.

4.20. SUPPLY & INVENTORY SPECIALIST- Shall possess the ability to lift/move a minimum of 50 LBS. 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 inventory, stock replenish (shelving and storage), tracking and maintaining usage data, handling parts/stock, equipment distribution/issue, and maintain inventory logs/data. Receive and inspect parts/stock for defectiveness or incorrect application. Prepare and return warranty 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 communication skills, verbal and written.

4.21. FLEET SERVICE WORKER- Minimum requirements for Fleet Service Worker are as follows:

- Knowledge of tools and equipment
- Possess the skills to operate tools and equipment related to vehicle mechanics
- Ability to diagnose/troubleshoot minor vehicle malfunction and determine corrective actions
- Ability to understand and follow written and verbal instructions
- Perform basic vehicle systems repair and replacement parts/accessories

- Maintain records of tools used and work provided
- Ability to lift and haul a minimum of 80 LBS
- 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 and diesel-powered engines/equipment
- Possess a valid Florid 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
- Ability to work independently with general directions and minimal supervision

4.22.FLEET MECHANIC- Minimum requirement for Fleet Mechanic are as follows:

- *Note: Automotive Service Excellence (ASE) certification is preferred*
- Ability to diagnose/troubleshoot and repair vehicle malfunctions
- Ability to perform maintenance and repair of diesel and or gasoline powered equipment
- Ability to understand and follow written and verbal instructions
- Ability to maintain vehicles and equipment records pertaining to services performed
- Possess the skill and ability to perform vehicle quality assurance checks for all mechanical tasks
- Ability to oversee, perform, and coordinate the removal, install, replacement, and repair of vehicle systems and engine parts
- Possess any combination of education and experience equivalent to graduation of high school and one year of related mechanical experience
- Possess a valid Florida driver's license commensurable with the position and an acceptable driving record

5. DAY LABOR

- 5.1. 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. Displays ability to take detailed direction from Lee County staff.
- 5.2.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.
- 5.3. FOR ALL PARKS AND RECREATION FACILITIES – Assist Parks staff with daily duties such as, but not limited to: Litter pickup, push mowing, string trimming, and edging. Possess the ability to take detailed direction from Parks staff. Laborer must have the ability to lift 50 pounds. Work may involve odd work schedules that may include nights, weekends and holidays.
- 5.4. FOR TRANSFER STATIONS, MATERIAL RECOVERY FACILITIES, YARD WASTE PROCESSING- Performs general housekeeping duties which 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.
- 5.5. FOR WASTE TO ENERGY TRANSFER STATION/ RECYLING- Litter pick up, recovering recyclable materials from construction and demolition and municipal solid waste loads brought to the tipping floor, sweeping, and general site cleanup. Display the ability to take detailed direction from Lee County staff.
- 5.6. FOR HOUSEHOLD CHEMICAL WASTE (HCW) COLLECTIONS- Ability to set up barricades, cones, signs, and tents. Sort through latex paint for recycling assisted by County employees, palletize and shrink wrap latex paint for shipment, sort palletize, shrink wrap electronics, dismantling of collection site, and overall cleanup and policing of location.

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

6. JOB CATEGORIES NOT LISTED

- 6.1. For positions not listed herein or within the Bid Proposal Form, the County will allow 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 mark up over negotiated rate.
- 6.2. Vendors shall provide the percentage mark up under "Option A" on the Bid Proposal Form of this solicitation. Failure to provide markup percentage may exclude your firm from participating in any job categories that are not listed within this Agreement.

End of Scope of Work and Specifications Section



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www.lee.gov/procurement

Posted Date: March 8, 2022

Solicitation No.: B220182CMR

Solicitation Name: Temporary Personnel Service - Annual

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services.
Answer	This is not a new solicitation. Previous solicitation B170107LKD. Please see link for all documents pertaining to solicitation B170107LKD. https://www.lee.gov/procurement/awarded-annual-contracts/downloads?fid=4913&fn=Project2017-01-27T07_37_56.xml
2.	Can you please let us know the previous spending of this contract?
Answer	For fiscal year 20-21, the County spent \$948,858.65.
3.	Please confirm if we can get the proposals or pricing of the incumbent(s).
Answer	Please see link for tabulation from previous solicitation and any other information pertaining to previous solicitation. https://www.lee.gov/procurement/awarded-annual-contracts/downloads?fid=4913&fn=Project2017-01-27T07_37_56.xml
4.	Are there any pain points or issues with the current vendor(s)?
Answer	The County will not indulge on negatively impacting any of our current vendors. Any issues with current vendors shall only be discussed with them.
5.	Please confirm the anticipated number of awards.
Answer	It is the County's intent to have multiple Vendors under this Agreement.
6.	How many employees currently work under (or will be anticipated to work under) this contract?
Answer	There are a total of 5 Vendors under current Agreement.
7.	How many vendors will be awarded as a result of this solicitation?
Answer	Please refer to question number 5.
8.	How much was spent (dollar value) on this service last year?
Answer	Please refer to question number 2.

9.	How much is intended to be spent (dollar value) once the contract is awarded?
Answer	Please refer to question number 2 for last fiscal year expenditure. Lee County will not reveal engineering estimates of budget amount for a project.
10.	Please provide pay rates/bill rates for the job roles.
Answer	Job roles are described on page 18 of solicitation document. Article 4, Job Categories. Please note job roles are not limited to what is described in said section, the County may negotiate with vendor if there is a need for another position that is not describe in solicitation documents.
11.	Are pay rates controlled by the County?
Answer	The County may increase or decrease hourly rate at their discretion. Prior to any rate adjustments, the County will work with the awarded Vendor to negotiate the revised hourly rate, based on current County standards.
12.	Please elaborate on your current contingent process, including interview cycle, assessments, and presenting candidates, etc.
Answer	Lee County would ask staffing agency to look over resume and application first, then submit it to us. Lee County would then set up an interview to meet with personnel to meet them in person and provide more information on the assignment and what is required of them.
13.	What are the payment terms for the bid?
Answer	Please refer to page 11 of the solicitation documents. Article 27 Lee County Payment Procedures.
14.	Is there a vendor currently servicing this contract? If so, please provide # of vendors and breakout of spend among vendors.
Answer	Please refer to question #2 for total expenditure for last fiscal year. There are a total of 5 vendors contracted with current contract.
15.	Please provide current turnover rate per vendor.
Answer	Lee County does not have these numbers available to determine a rate.
16.	What is the current fill time for vendors to fill these positions?
Answer	This contract is utilized throughout various departments within Lee County, so answer may vary depending on which department. One County department has a need for a large amount of Customer Service Specialist (about 10-20 people), however this department would notify vendor in advance (a month) when there is a need for that many personnel. However, typically most Departments expect 1 week for positions to be filled.
17.	How long are your typical assignments in hours?
Answer	Most assignments are about 40 hours a week for about 2 – 3 months. Please keep in mind various departments utilize this contract, so this may not always be the case.
18.	Per section 3.15, how often is a 4-hour assignment required?
Answer	4-hour assignments would vary from department to department, very seldom do departments utilize 4- hour assignments.
19.	How would the County like us to respond in the pricing form to roles we do not intend to bid on or fill?
Answer	Please add NO BID on the items/role your firm does not wish to bid on.

20.	Please clarify on the pricing form what you mean by unit price/extended amount? Ex: bill rate or markup?
Answer	Unit price would be the hourly rate for that particular Job Category (position), extended amount is the rate your firm would charge based on the estimated hours for that particular job category. Option A (mark up over negotiated rate) refers to any job categories the County may have a need for but are not listed within the solicitation.
21.	What is the projected spend for this solicitation. If not available, what was the spend for the last contract term?
Answer	Please refer to question #2.
22.	On the " Bid Proposal Form", please clarify what information belongs in the unit price and the extended amount of the tables provided on "Procurement Management Department Bid/Proposal Form".
Answer	Please see question #20.
23.	What are the payment terms for Lee County if awarded the business?
Answer	Please refer to question #13.
24.	Will the incumbent's staff we transferred over to the selected vendor at the start of the contact term? If so, what is the proposed headcount that will be transferred to the new vendor?
Answer	If the County has staff on assignment once a new vendor is selected, a County representative will reach out to vendor to find out if current person could become part of their agency. The County does not have a headcount on how many staff would potentially transfer over.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Carolina Rodriguez

Carolina Rodriguez

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Lee County Procurement Management



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Posted Date: March 14, 2022

Solicitation No.: B220182CMR

Solicitation Name: Temporary Personnel Service – Annual

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	How many vendors do you intend to award for this contract?
Answer	Please see addendum 1, question 5.
2.	Can you please provide us with an estimated or NTE budget allocated for this contract?
Answer	Please see addendum 1, question 9.
3.	What is the place of performance of the candidate?
Answer	Please refer to our general scope of work on page 16. It states: "The Lee County Commissioners seeks to contract with a qualified Vendor(s) to establish an annual contract for temporary personnel services 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, Lehigh Acres, Clewiston, Labelle and Felda."
4.	Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name?
Answer	Please see addendum 1, question 1.
5.	If there is an incumbent for this contract, is the incumbent eligible to submit the proposal again?
Answer	Please see addendum 1, question 1. The County welcomes any vendor to submit their bid for this solicitation.
6.	Are there any pain points or issues with the current vendor(s)?
Answer	Please see addendum 1, question 4.
7.	Is this re-compete or new requirement?
Answer	This is an annual contract that will expire soon, therefore the County is resoliciting.
8.	Could you please share the previous spending on this contract, if any?
Answer	Please see addendum 1, question 2.

9.	Is there any mandatory subcontracting requirement for this contract? If yes, is there any specific goal for the subcontracting?
Answer	On page 8 of solicitation, article 19 states " The use of sub-contractors under this solicitation requires prior written authorization from the County representative."
10.	What is the total number of resources who are currently working on this project? Please let us know their position name and hourly rate?
Answer	The County does not have that information available. Page 18 of solicitation package, article 4 lists all job categories.
11.	Considering the current COVID-19 pandemic situation, if the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?
Answer	The County shall accept replacement personnel with prior department approval.
12.	Are hourly rate ranges acceptable for proposed personnel?
Answer	Hourly rate ranges shall not be acceptable on the bid/proposal form.
13.	Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?
Answer	There are no remote job categories within the solicitation scope.
14.	What will be the mode of interview of the candidate via virtual or in-person?
Answer	Interviews will be conducted in person.
15.	Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?
Answer	Lee County departments shall receive the proposed candidates resumes.
16.	How many people are currently working onsite and offsite?
Answer	Lee County does not have these numbers available.
17.	Could you please provide the list of holidays?
Answer	Please be advised some job categories may be required to work weekend and holidays depending on the job category. Holidays are typically New Years, Martin Luther King's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas. These holidays shall not be a paid holiday by the County and shall be the vendors responsibility to pay any temporary personnel.
18.	Are there any mandated Paid Time Off, Vacation, etc.?
Answer	Page 17, 3.13 states: "Persons employed by the awarded Vendor in the performance of services pursuant to this Agreement 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 or by the County to its officers and employees". The County shall not be responsible for any paid time off, nor vacation time, if the awarded firm has any programs to do such, any costs shall be incurred by the vendor.
19.	Please provide the evaluation criteria for evaluating the bids for this ITB.
Answer	This solicitation is a bid which means the basis of award is based on evaluating bids received from a responsive and responsible bidder, located on page 10, article

	25.3. Please see further information on our solicitation package terms and conditions page 5, article 6 talks about Bidder Requirements.
20.	No instructions have been provided regarding how bidders should structure their proposals (Capabilities, Process, Experience, etc.). What does the County expect in an ideal proposal?
Answer	This solicitation is a Bid, which bid submittal information is located on page 4 (article 4) of solicitation package.
21.	Do we have to bid on all the job categories?
Answer	Vendors do not have to bid on all job categories, however add "NO BID" on the roles your firm does not wish to bid on.
22.	Who are the present vendors?
Answer	Please refer to addendum 1, question 3
23.	How many vendors will be awarded?
Answer	Please refer to addendum 1, question 5.
24.	Are there any pain points with the current vendors?
Answer	Please refer to addendum 1, question 4.
25.	What is the estimated value of this contract? What is the previous spend of the past 5 years for these services?
Answer	Please refer to addendum 1, question 2.
26.	How will task orders be dolled out between the vendors (if multiple are awarded)?
Answer	Task orders will be disbursed to Vendors based on rate, availability, etc.
27.	What are the current pay rates, bill rates, and markup of the current providers?
Answer	Please refer to addendum 1, question 3 for all information in relation to current contract.
28.	Per the contracts link provided in Addendum 1, regarding Exhibit B Fee Schedule, is the hourly rate for year 1 and year 2 pay rate or bill rate?
Answer	Exhibit B within the link is not reflective of the new contract pricing schedule. Please see bid/proposal form attached to this solicitation. The hourly rate requested within the bid/proposal form shall be an all-inclusive hourly rate to be billed to the County.
29.	Who is your current background screening vendor?
Answer	Background screening shall be supplied and paid for by the Vendor per solicitation document page 16 article 3.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE. ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Carolina Rodriguez
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Posted Date: March 17, 2022

Solicitation No.: B220182CMR

Solicitation Name: Temporary Personnel Service - Annual

Subject: Addendum Number 3

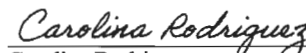
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1. QUESTIONS/ANSWERS

1.	Is a local office required for respondent?
Answer	Lee County does not require a local vendor for this solicitation.
2.	Can you please provide a list of the county's holidays?
Answer	Please refer to addendum 2, question 17.
3.	Can we have the current pay rate per position?
Answer	Please refer to addendum 1, question 1.
4.	Do you have an annual spend by hours or job classification code?
Answer	Please refer to addendum 1, question 2.
5.	Could you please confirm that "sub-contracting" is mandatory for this solicitation?
Answer	Sub-contracting is not mandatory.

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Posted Date: March 18, 2022

Solicitation No.: B220182CMR

Solicitation Name: Temporary Personnel Service - Annual

Subject: Addendum Number 4

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS


1.	Invitation To Bid: 4.2.3 Electronic submission document. Question: Are vendors allowed to submit bids electronically? If so, what is the correct email address?
Answer	Lee County does not accept electronic submission documents.
2.	Scope of Work: 3.17 The County shall not provide parking spaces (downtown Fort Myers). However, fees such as bridge tolls, parking fee, ...may be reimbursable. Question: Can you please explain the potential parking situations and does it only relate to downtown Fort Myers.
Answer	The parking spaces referenced in 3.17 are in relation to only downtown Fort Myers. Parking in downtown Fort Myers is limited and temporary personnel may be responsible for any fees such as hourly rates in public parking lots, public parking garage, meters, etc.
3.	Question: On Average, how many temporary personnel work in downtown Fort Myers? Do you know the associated job titles?
Answer	Lee County does not have these numbers available.
4.	Question: What is the alternative parking situation (parking decks, parking lots, parking meters, etc...)
Answer	The alternative parking options for temporary personnel may be public parking lots, public parking garage, meter parking.
5.	Questions: What is the average associated cost for temporary personnel to park?
Answer	Lee County does not have an estimate on the parking cost.
6.	Question: What is the average cost for bridge tolls?
Answer	There are different tolls through out Lee County. Please visit link for the toll prices based on different locations. https://www.leegov.com/tolls
7.	Could the County provide a format of the Proposal?
Answer	Please refer to page 4, article 4.3 of the solicitation for Submission Format.
8.	Please provide a checklist for the documents to be submitted?

Answer	Please refer to page 23-24, Forms Description and Instruction of the solicitation document.
9.	Does the County seek insurance document along with the Proposal?
Answer	Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance complying with the bid documents shall be provided by the bidder/vendor.
10.	Could the County confirm no. of awards? Single or Multiple
Answer	Please refer to addendum 1 question 5.
11.	Describe how vendors under contract will receive a fair share of business without vendor rotation of job orders implemented in the requirement process?
Answer	Please refer to addendum 2 question 26.
12.	Please describe the issues/problems that the County is facing under the current contract?
Answer	Please refer to addendum 1 question 4.
13.	How many temporaries are currently working under this contract? Also, please specify whether the new vendor(s) can make the transition of all the current temporaries whose project is ongoing? If yes, how and when the transition of the employees will be done from incumbent to new vendor?
Answer	Lee County does not have a number of current temporary personnel currently working under contract. Please refer to addendum 1, question 24 for potential current personnel transition.
14.	What is the overall budget of the contract?
Answer	Please refer to addendum 1, question 9.
15.	Is there any local preference?
Answer	The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.
16.	What is the average time the County takes to hire temporary candidates?
Answer	Please refer to addendum 1, question 16.
17.	Is there any preference to the certified D/M/W/ESB?
Answer	The County encourages the use of Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
18.	Could the County accept Electronic submission as this would be more environment friendly way and paper saving?
Answer	Please refer to addendum 4, question 1.
19.	We have a satellite office located in FL, would we be eligible for the local preference?
Answer	Per Lee County Ordinance, a "Local Vendor" must satisfy each of the following requirements: 1. A physical business address in Lee County; 2. At least two (2) full-time employees in Lee County; and 3. A Local Business Tax Receipt issued by Lee County at least one year prior to solicitation opening.

	B. A vendor must be able to demonstrate its qualification for the local preference at the time a bid or proposal is submitted, including any supporting documentation needed to verify the above requirements.
20.	How vendor local preference will be determined? Please explain how can non-local vendor be at parity with the local vendors?
Answer	Please refer to addendum 4, question 19.
21.	Could the County provide details on the positions it seeks and total no. of temporaries it seeks?
Answer	Please refer to addendum 2, question 10.
22.	Is sub-contracting mandatory?
Answer	Please refer to addendum 3, question 5.
23.	Is the county seeking pricing in excel and also seeking calculated pricing? is it also seeking total pricing of all the positions?
Answer	Pricing shall be filled out on Form 1a – Bid/Proposal Form on page 28 of solicitation document.
24.	It is to confirm, that section 3 references are to submitted when asked by the County and not with the bid?
Answer	Form 3- Reference survey is not required to be submitted with bid documents, however it is a requirement prior to award.
25.	The last date for submittal of Q/A is March 20, 2022 and where as the hardcopy response is due on March 25, 2022, that means it has to be shipped by March 23, 2022. The addendum too is awaited. Therefore, it is requested to at least extend the due date for 2 weeks for the vendors to prepare a qualitative and meaningful response.
Answer	Question deadline is 8 calendar days before opening, which was 03/17/2022. Bid submission has to be at location specified on documents on 03/25/2022 by 2:30PM. The County will not extend due date.

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ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.


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 Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
<i>Job Categories</i>			
1	Administrative Assistant	Hourly	\$19.50
2	Executive Assistant	Hourly	\$19.50
3	Library Assistant	Hourly	\$18.20
4	Office Support Basic	Hourly	\$18.20
5	Office Support Mid-Level	Hourly	\$18.85
6	Office Support High-Level	Hourly	\$20.80
7	Accounting Clerk	Hourly	\$19.50
8	Customer Service Representative	Hourly	\$18.20
9	Customer Service Support Technician	Hourly	\$19.50
10	Parks and Recreation Support Basic	Hourly	\$16.90
11	Parks and Recreation Support Mid-Level	Hourly	\$18.20
12	Camp Counselor/ Special Event Support/ Day Camp Site Director	Hourly	\$18.20
13	Parks Maintenance	Hourly	\$16.90
14	Lifeguard I	Hourly	\$16.90
15	Lifeguard II	Hourly	\$17.55
16	Lifeguard III	Hourly	\$18.20
17	Research Analyst	Hourly	\$18.20
18	Environmental Lab Aide	Hourly	\$18.20
19	Parts Room Worker/ Representative	Hourly	\$16.90
20	Fleet Service Worker	Hourly	\$18.20
21	Fleet Mechanic	Hourly	\$18.20
22	Day Laborer for Landfill and Compost Operations	Hourly	\$18.20
23	Day Laborer for E-Waste Recycling Collections	Hourly	\$18.20
24	Day Laborer for Parks and Recreation	Hourly	\$18.20
25	Day Laborer for Transfer Station	Hourly	\$18.20
26	Day Laborer for Energy Transfer Station	Hourly	\$18.20
27	Day Laborer for Household Chemical Waste	Hourly	\$18.20

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>AMOUNT</u>
<i>OPTION A</i>			
1	OTHER POSITION PERCENTAGE OF MARK-UP OVER NEGOTIATED RATE	%	28%

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' 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, 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); or
\$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 FS 440 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:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**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."*

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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 general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 05/03/2022

STATE OF Virginia
COUNTY OF Fairfax

Caroline Rist
Signature
Vice President, Compliance
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of May, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: Drivers license

[Stamp/seal required]

Anne Marie Eaton
Signature, Notary Public

