

RESOLUTION NO. 2020 - 188

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO: 20-49 AND TO EXECUTE AGREEMENTS FOR TEMPORARY STAFFING SERVICES.**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with 22nd Century Technologies, Inc. and Staffing of St. Augustine, Inc. to provide an hourly rate for temporary staffing services and temporary-to-permanent recruiting and placement services; in accordance with RFP No. 20-49; and

**WHEREAS**, the scope of the services will be to provide an hourly rate for temporary staffing services and temporary-to-permanent recruiting and placement services. The awarded top two firms shall provide sufficient staff, resources, and facilities to ensure that the County's business is handled in a timely manner in accordance with the specifications. The type of work environment for temporary staff may be, but not limited to, indoor office, outdoor weather and/or field conditions, extreme heat, warehouses, garages, extreme noises, odors, heights, and /or dust. The type of work locations for temporary staff may be, but not limited to, County buildings, Amphitheater, various County parks, Golf Course, Beach, Utility Treatment Plants, and Animal Shelter, in accordance with RFP No. 20-49; and

**WHEREAS**, through the County's formal RFP process, 22nd Century Technologies, Inc. and Staffing of St. Augustine, Inc. were the top two responsive, responding firms; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

**WHEREAS**, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to conduct negotiations with 22nd Century Technologies, Inc. and Staffing of St. Augustine, Inc., and upon successful negotiations, award a contract to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 20-49.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of June, 2020.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: Jeb S. Smith  
Jeb S. Smith, Chair

**ATTEST: ST. JOHNS COUNTY, FL  
CLERK OF COURT: Brandon Patty, Clerk**

By: Sam Hatterman  
Deputy Clerk

RENDITION DATE 6/4/20





**CONTRACT AGREEMENT**  
**RFP No: 20-49; Temporary Staffing Services**  
**Master Contract #: 20-MCC-22N-12174**

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, ("Effective Date"), by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **22<sup>nd</sup> Century Technologies, Inc.** ("Contractor"), authorized to do business in the State of Florida, with principal offices located at 6415 Lake Worth Middle, Suite 208, Greenacres, FL 33663; Phone: (888) 998-7284; Fax: (732) 537-0888 and Email: [Govt@tscti.com](mailto:Govt@tscti.com).

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

**ARTICLE 1 – DURATION**

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, and shall remain in effect for an initial contract term of three (3) calendar years and shall have one (1) available two (2) year renewal option, exercisable by the County, contingent upon satisfactory performance by the Contractor, and legally appropriated funds are available each fiscal year. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents, and renewal or extension serves the best interest of St. Johns County.

**ARTICLE 2 – ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all RFP Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

**ARTICLE 3 – SERVICES**

The Contractor's responsibility under this Agreement is to provide hourly rates for temporary staffing services and temporary-to-permanent recruiting and placement services. The awarded Contractor(s) shall be responsible for providing sufficient staff, resources, and facilities to ensure that the County's business is handled in a timely manner, necessary to perform the required services as specified in the Scope of Work attached hereto as "Exhibit C", proposed by the Contractor, approved by the County in accordance with RFP No: 20-49 and as otherwise provided in the Contract Documents.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with as-needed temporary staffing services and temporary-to-permanent recruiting and placement services as coordinated with the authorized County designee(s) throughout the duration of this Agreement. No changes to said schedule shall be made without prior written authorization by the County.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. The County shall compensate the Contractor based upon the Unit Price per temporary staffing positions, as submitted in the proposal, accepted by the County, and provided herein on Exhibit "B". The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns' County Departments, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion of the required services as provided in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
  1. The Contractor has billed the County for all services rendered by it and any of its sub-contractors or materials suppliers through the date of the invoice;

2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
  3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's Contractors or sub-Contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices shall be delivered to the requesting County Department for temporary staffing services.
- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

#### **ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

#### **ARTICLE 7 – ARREARS**

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 8 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) consecutive calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least ten (10) consecutive calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- C. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
  1. Stop work on the date to the extent specified.
  2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  4. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 10 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

## **ARTICLE 11 – SUBCONTRACTING**

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, Contractor, or material supplier based upon prior unsatisfactory performance.

## **ARTICLE 12 – E-VERIFY**

The Contractor shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement. Additionally, the Contractor shall expressly require any and all sub-contractors and sub-consultants to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement.

## **ARTICLE 13 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

## **ARTICLE 14 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

## **ARTICLE 15 - INSURANCE**

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type,

amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor(s) shall maintain during the life of the awarded Contract Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor(s) from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the awarded Contract Agreement, whether such operations be by the Contractor(s) or by anyone directly employed by or contracting with the Contractor(s).

The Contractor(s) shall maintain during the life of the awarded Contract Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor(s) from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor(s) or by anyone directly or indirectly employed by a Contractor(s).

The Contractor(s) shall maintain during the life of the awarded Contract Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

#### **ARTICLE 16 - INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Contractor's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

#### **ARTICLE 17 – SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

#### **ARTICLE 18 – NO THIRD PARTY BENEFICIARIES**

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### **ARTICLE 19 – REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 20 – CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

#### **ARTICLE 21 – EXCUSABLE DELAYS**

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of natural or public health emergencies; force majeure; the County's ommissive and commissive failures; freight embargoes; governmentally-imposed moratorium, law or regulation related to the services described herein; or other unforeseen event, circumstance, condition or matter beyond the reasonable control of that party. Such party shall be relieved from liability for its failure to perform until the cessation of such event, circumstance, condition, or matter.

If the Contractor is delayed in completing the services described herein, upon the Contractor's request, the County, in its sole discretion may consider the cause and extent of the delay, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

#### **ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 24 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor 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 Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee,

commission, percentage, gift, or other consideration.

#### **ARTICLE 25 – ACCESS AND AUDITS**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

#### **ARTICLE 26– NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

#### **ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

#### **ARTICLE 28 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

#### **ARTICLE 30 – AUTHORITY TO PRACTICE**

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

#### **ARTICLE 31 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 32 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

#### **ARTICLE 33 – FLORIDA LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

#### **ARTICLE 34 – ARBITRATION**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

### **ARTICLE 35 - NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
**Attn: Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

22<sup>nd</sup> Century Technologies, Inc.  
**Attn: Sameer Thakkar, Business Development Manager**  
6415 Lake Worth Middle, Suite 208  
Greenacres, FL 32084

### **ARTICLE 36 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

### **ARTICLE 37 –PUBLIC RECORDS**

**A.** The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**B.** In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement; the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

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

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
[publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

**ARTICLE 38 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

**ARTICLE 39 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

**ARTICLE 40 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

**ARTICLE 41 – OSHA REQUIREMENTS**

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

**ARTICLE 42 – COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

**ARTICLE 43 – TRAINING AND EDUCATION**

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four"

established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of:

- 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocutation Hazards.

**ARTICLE 44 – TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION “RIGHT TO KNOW AND UNDERSTAND” REGULATIONS**

The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

**ARTICLE 45 –TEMPORARY TRAFFIC CONTROL (TTC)/MAINTENANCE OF TRAFFIC (MOT)**

The Contractor must comply with the Florida Department of Transportation’s (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

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**RFP No: 20-49; Temporary Staffing Services  
Master Contract #: 20-MCC-22N-12174**

**COUNTY:**

St. Johns County, FL

Full Legal Name

By: \_\_\_\_\_  
Signature of County Representative

Leigh A. Daniels, CPPB

Printed Name - County Representative

Assistant Purchasing Manager

Printed Title – County Representative

\_\_\_\_\_  
Date of Execution

**ATTEST:**

**ST. JOHNS COUNTY, FL  
CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**CONTRACTOR:**

22<sup>nd</sup> Century Technologies, Inc.

Company Name

By: \_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

**RFP No: 20-49; Temporary Staffing Services**  
**Master Contract #: 20-MCC-22N-12174**

**EXHIBIT "A"**  
**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the unit prices as submitted on the proposal. The unit prices shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to the applicable Contract Amendment.

Pricing adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

**RFP No: 20-49; Temporary Staffing Services  
Master Contract: 20-MCC-22N-12174**

**EXHIBIT "B"  
CONTRACT PRICING**

The following is a list of suggested temporary staffing positions St. Johns County would like to have available on an annual basis. Respondent shall submit the proposed hourly rate and billable hourly rate for each line item below.

<b>Item No:</b>	<b>POSITION</b>	<b>CURRENT HOURLY RATE</b>	<b>PROPOSED HOURLY RATE</b>	<b>BILLABLE HOURLY RATE</b>
1	Administrative/ Clerical Support - General	\$10.50	\$10.82	\$13.74
2	Beach Toll Collector Leader	\$10.00	\$10.30	\$13.08
3	Beach Toll Collector	\$8.56	\$8.82	\$11.20
4	Box Office Worker I	\$11.00	\$11.33	\$14.39
5	Cashier / Customer Service Representative	\$10.35	\$10.66	\$13.54
6	Catering Coordinator	\$13.00	\$13.39	\$17.01
7	Cultural Events Intern - Marketing	\$13.00	\$13.39	\$17.01
8	Clerical Support - Specialized	\$13.00	\$13.39	\$17.01
9	Event Coordinator	\$13.00	\$13.39	\$17.01
10	Application/ Permit Review Technician	\$13.00	\$13.39	\$17.01
11	Planning & Zoning Intern	\$13.00	\$13.39	\$17.01
12	Client Services Assistant	\$15.50	\$15.97	\$20.28
13	Community Education Specialist	\$10.00	\$10.30	\$13.08
14	Engineering Specialist	\$15 - 20	\$17.51	\$22.24
15	Construction Specialist	\$20.00	\$20.60	\$26.16
16	Engineering Specialist	\$15.00	\$15.45	\$19.62
17	Plans Reviewer	\$20.00	\$20.60	\$26.16
18	Front of House Assistant	\$15.50	\$15.97	\$20.28
19	Grounds Maintenance	\$10.50 -11.00	\$11.33	\$14.39
20	Golf Cart Attendant	\$8.56	\$8.82	\$11.20
21	Golf Course Spray Technician	\$13.50	\$13.91	\$17.67
22	Golf Course Starter	\$8.56	\$8.82	\$11.20
23	Legal Support Specialist	\$17.50	\$18.03	\$22.90
24	Library Assistant I	\$10.00	\$10.30	\$13.08
25	Library Courier	\$10.00	\$10.30	\$13.08
26	Marketing Specialist – Digital and Social Media	\$13.00	\$13.39	\$17.01
27	Production Coordinator	\$17.00	\$17.51	\$22.24
28	Project Specialist/ Coordinator	\$20 - 25	\$25.75	\$32.70
29	HR Special Projects Coordinator	\$22.00	\$22.66	\$28.78
30	Recreation Program Coordinator	\$9.75	\$10.04	\$12.75
31	Recreation Instructor	\$25/class	\$27.81	\$35.32

**RFP No: 20-49; Temporary Staffing Services  
Master Contract: 20-MCC-22N-12174**

**EXHIBIT "B" -CONTINUED**  
**CONTRACT PRICING**

<b>Item No:</b>	<b>POSITION</b>	<b>CURRENT HOURLY RATE</b>	<b>PROPOSED HOURLY RATE</b>	<b>BILLABLE HOURLY RATE</b>
32	Scorekeeper	\$10/game	\$10.30	\$13.08
33	Skilled Tradesworker	\$15.85	\$16.33	\$20.74
34	Special Events – Garbage Removal Workers	\$8.75	\$9.01	\$11.44
35	Sports Official	\$25.00 /game	\$27.81	\$35.32
	Summer Camp Staff			
36	Camp Supervisor	\$14.00	\$14.42	\$18.31
37	Assistant Camp Supervisor	\$10.25	\$10.56	\$13.41
38	Summer Camp Counselor I	\$8.56	\$8.82	\$11.20
39	Summer Camp Counselor II	\$9.00	\$9.27	\$11.77
40	Summer Camp Counselor III	\$9.75	\$10.04	\$12.75
41	TDC Ambassador	\$12.00	\$12.36	\$15.70
42	TDC Ambassador Coordinator	\$15.00	\$15.45	\$19.62
43	Technical Specialist	\$11 - 15	\$17.51	\$22.24
44	Beach Enforcement/ Lighting Officer	\$13.00	\$13.39	\$17.01
45	Beach Services Technician	\$13.00	\$13.39	\$17.01
46	Equipment Specialist	\$11.00	\$11.33	\$14.39
47	GIS Technician	\$15.00	\$15.45	\$19.62
48	HCP Field Technician	\$10.00	\$10.30	\$13.08
49	Land Management Technician	\$13.00	\$13.39	\$17.01
50	Recycling Specialist	\$11.00	\$11.33	\$14.39
51	Solid Waste Supervisor	\$16.00	\$16.48	\$20.93
52	Utility Maintenance Technician	\$12.00	\$12.36	\$15.70
53	Weighmaster	\$10.25	\$10.56	\$13.41

Additional temporary staffing positions maybe added during the contract period.

**RFP No: 20-49; Temporary Staffing Services**  
**Master Contract: 20-MCC-22N-12174**

**EXHIBIT "C"**  
**MINIMUM SPECIFICATIONS & CONDITIONS**

**SCOPE OF WORK**

The purpose and intention of this RFP is for St. Johns County to receive written quotations on an hourly rate for Temporary Personnel Services and Temporary-to-Permanent recruiting and placement Services. The awarded firm(s) shall provide sufficient staff, resources, and facilities to ensure that the County's business is handled in a timely manner.

The awarded firm(s) and all employees shall be subject to valid background checks that are acceptable to the County in terms of format and source. All background checks are to be provided to the County at the sole expense of the awarded firm(s).

St. Johns County estimates a total of 100,000 hours for fiscal year 2019 were used for temporary personnel services. Hours are inclusive and referenced as an estimated use and not to be considered limited thereto. It is specifically understood and agreed that these hours are approximate and any increased/decreased hours will be paid for at the quoted hourly rate. It is further understood that the supplier shall not have any claim against St. Johns County for hours that are less than the estimated amount.

The type of work environment for temporary staff may be, but not limited to, indoor office, outdoor weather and/or field conditions, extreme heat, warehouses, garages, extreme noises, odors, heights, and /or dust.

The type of work locations for temporary staff may be, but not limited to, County buildings, Amphitheater, various County parks, Golf Course, Beach, Utility Treatment Plants, and Animal Shelter.

The awarded firms(s) will receive a written notice of award, which will include the agreed upon rate for each job description, a copy of the Job Specifications. The Job Specifications and a copy of the Personnel Services Department Operating Procedures will be available upon request. As the employer, any temporary personnel will be subject to the employment policies and procedures of the awarded firm(s).

**1. Compensation/Wage Rates:**

As a mandatory requirement of this contract, the Respondent must pay to employees performing services under this contract, at least the current prevailing minimum wage, according to the State, local and Federal minimum wage schedule as published by the United States Department of Labor and State of Florida.

Respondent must provide quarterly reports to the Personnel Services Department that include employees' names, job title, hours worked, rate and compensation paid. Failure to provide this information will be cause for assessing damages and/or termination of contract. Any change to the hourly rate or compensation must be approved in advance by Personnel Services if it will alter the agreed upon contractual rates or effect the County's budget.

**2. Contract Administrator:**

The St. Johns County Purchasing Agent and the Director of Personnel Services or his/her designee will be responsible for ensuring compliance with Contract requirements.

**3. Personnel Provided:**

The Respondent will provide competent, reliable, honest and qualified personnel to perform services in a satisfactory and timely manner. The Respondent shall not tolerate any misconduct on the part of its employees while performing services on County property. The Respondent must certify that all temporary personnel furnished to St. Johns County will meet the following criteria:

- Successfully pass a Five Panel Drug Screening Test (minimum) within 24 hours of job offer if required by the position (i.e. Safety Sensitive). Temporary Staff can not start assignment until drug screening is passed.
- Level II background screening for Summer Camp Program workers and any other positions with DCF or other Level II requirement.
- Must attend Blood Borne Pathogens and Hazardous Communication Training/Orientation when required by the County. Personal Protective Equipment (PPE) may be required for some positions and all County safety practices must be followed.
- Must be at least 18 years of age and possess High School Diploma or equivalent (with the exception of Custodial Worker) unless otherwise indicated by the job requirements.

- Must have on file Fingerprints/Background Check (including Local, State & Federal criminal history) if required by position prior to dispatching to St Johns County.
- Must have no findings when screening for registered sex offenders and sexual predators.
- Must complete Form I-9 – Employment Eligibility Verification Form.
- Must have received Hepatitis B Vaccine for all Custodial Workers and other jobs as indicated prior to dispatching to St Johns County.
- Must possess a valid Florida Driver License. All positions require temporary staffing employees to possess a valid Florida driver license as all temporary employees may be asked to drive in an urgent or emergency situation.

Documentation will need to be provided by the Respondent upon request to show employees have satisfactorily completed specified screenings.

1. Persons employed by the Respondent shall be physically able and qualified for the position and must have received training in the use of equipment and supplies.
2. Persons employed by the Respondent, in the performance of the services required under this contract, shall not be considered employees of the County, shall be independent thereof, and shall have no claim against the County for any employee benefit rights or privileges granted by law.
3. The Respondent will be responsible for the appearance of all their working personnel assigned to a site (clean and appropriately dressed) at all times. Required special clothing and/or equipment is listed within some job listings and must be adhered to by temporary employees. The temporary employee provided by the successful Respondent shall meet “normal” dress standards including, when necessary, safety shoes/boots, safety glasses, etc.
4. The successful Respondent shall provide employees who meet the knowledge, skills and abilities of the position requested. Each employee placed under the contract shall possess the minimum training requirements for the position. Expenses for training shall be the sole responsibility of the successful Respondent.
5. When positions require a commercial Drivers License (CDL), the successful Respondent shall screen candidates for the appropriate class and endorsements as needed as specified by the County. Employees that will be assigned driving duties must have a current valid motor vehicle registration (MVR) check and a drug test before placing the temporary employee in the work environment.
6. The successful Respondent’s employees shall not under any circumstances be accompanied in their work area on County premises by acquaintances, family members, or any other persons unless said person is an authorized Respondent employee for whom a background check was submitted and approved to have access to County facilities.
7. Only responsible Respondents qualified by previous experience and satisfactory completion of at least five contracts or orders for similar services within the last five years will be considered. The Respondent shall be in sound financial position and qualified to perform the work. Failure to submit the above requested information may be cause for rejection of proposal.
8. It will be understood and agreed by all parties that Respondents awarded the contract are independent contractors. The Respondent will certify that the personnel provided have been properly screened, hired and are qualified to perform their duties in accordance with all applicable federal, state and local laws, ordinances and regulations. Any costs associated with the screening and hiring of Respondent’s employees is the sole responsibility of the Respondent and in no way involves St. Johns County (See Invoicing & Payment).
9. The County reserves the right to add additional job titles or additional categories as needed. Respondents shall propose a method and pricing structure for adding positions other than those listed in this RFP Document.
10. Contract Awardee(s) shall comply with all State, Federal, and local laws (including the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, and Civil Rights Act of 1991) as to treatment and compensation of its employees.
11. The County has the right to control the details of the temporary employees' work while assigned to the County.

**Employee Placement:**

The County will attempt to provide reasonable advance notice; however, employees may be expected to report to work site within two hours of notification to the Respondent. Start and End times may vary by department.

The Respondent will be responsible for locating the best qualified employee available for that position. First priority will be given to any special personnel requests made by the County. The Respondent will contact the County prior to assigning new employees to existing job orders within 2 hours, and will assign the new employee as directed by the County based on the Respondent's established priorities. The Respondent will confirm via telephone to the appropriate Department staff member who placed the order, the name of the Respondent employee assigned to their order.

In the event of incompatibility or less than expected performance by one of the Respondent's employees, the County should need only to place a telephone call to the Respondent's office. The Respondent will be responsible for replacing any employee due to nonperformance or noncompliance of assigned job, as well as notifying said employee of such. In the event of illness or unforeseen emergencies regarding the Respondent employee, the Respondent is solely responsible for replacement of said employee. Unemployment costs, if any, shall be the responsibility of the Respondent as the employer.

#### 4. **Inspection:**

The successful Respondent(s) shall have the right to conduct periodic, on-the-job inspections of their employees to determine the overall quality of performance, job knowledge, effectiveness of the training, and to observe and determine the conduct and appearance of personnel.

#### 5. **Operating Procedures:**

1. An employee of the St. Johns County Personnel Department or Department requesting the assignment will call the Temporary Respondent to place an order stating the position, typical duties, person and department the temporary employee will report to, starting time, date, and length of employment. **At this time, the Respondent must verify the contractual rate for the position ordered with Personnel Services.** After normal business hours, orders may be placed utilizing a paging system and/or a phone answering system. Job orders will include type of job, location of job, hours, expected duration of assignment, supervisor's name, and any other pertinent information.

When the Respondent is contacted, the job order is theirs to fill. If no temporary employees are readily available for placement, the County may cancel the job order and contact another County approved Respondent. The County will not contact more than one Respondent until the Respondent contacted verbally expresses lack of available employees to fill their job order.

2. Response time is considered the amount of time from the initial request for placement until Respondent's confirmation of employee availability.

A maximum response time of two (2) hours; the ability and quality of testing and training; and worker's compensation and liability coverage will also be factors considered in the award. A primary and secondary Respondent will be designated. In the event that the primary agency cannot respond in one (1) hour, the County will move to the secondary agency for potential back-up coverage.

Temporary Respondent must make contact with the County Department placing the request within a maximum of **one (1) hour**, and supply a temporary employee within a maximum of two (2) hours. Respondent must either, at the time a temporary employee is ordered or prior to the two-hour time limit, supply the name of the temporary employee to the Department placing the request. In addition, the Respondent shall inform the temporary employee of the department in which he/she will be located.

1. In the event the position requested is not covered by the contract, the Respondent shall via phone or email contact the St. Johns County Personnel Services Department prior to placing the temporary employee with the requesting Department.
2. When supplying a temporary or temporary to permanent employee, the Respondent must ensure the following:
  - One employee per order is provided, unless the time period is extended by the department that is requesting a temporary employee. Whenever this change is made, the Respondent must supply the Department affected with the name of the replacement.
  - Once an Respondent employee is assigned to a department, the temporary employee is expected to work the full

assignment unless the temporary employee or supervisor is dissatisfied with the assignment. Temporary Employees are not to be reassigned by the Respondent.

- Assigned temporary employees must meet position specifications as set forth in the Annual Price Agreement for Temporary Services. The County reserves the right to request a replacement temporary employee if the first does not meet performance standards.
- All temporary employees are expected to report to work on time and dress appropriately for public contact.

The Respondent will, upon request by the Personnel Services Department, provide or assist with recruiting efforts for County positions as needed. Candidates recruited by the Respondent may be hired directly by the County or be provided by the Respondent through a temporary-to-permanent arrangement.

**Appropriate Conduct:**

The Respondent(s) and staff are expected to adhere to accepted business principles in matters of professional and personal conduct and exhibit a high degree of personal integrity at all times. The Respondent(s) and staff must refrain from behaviors that may be harmful to self and others or that might be viewed unfavorably by the County or the public.

Types of behavior and conduct that St. Johns County considers inappropriate include, but are not limited to, the following:

- Negligence.
- Inefficiency.
- Inability to perform assigned duties.
- Insubordination.
- Willful violation of County rules and regulations.
- Conduct unbecoming of a public employee
- Tardiness or lack of punctuality
- Misconduct.
- Use of alcoholic beverages or narcotics while engaged in County business.
- Reporting to work intoxicated or under the influence of non-prescribed drugs.
- Arrest of any crime involving moral misconduct.
- Arrest of a felony.
- Falsifying employment or other County records.
- Violating the Prohibition of Unlawful Harassment policy.
- Using County supplies/materials or other property for personal purposes.
- Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs.
- Fighting or using obscene, abusive, or threatening language or gestures while on the job.
- Stealing.
- Possessing unauthorized firearms.
- Disregarding safety or security regulations while conducting business or while on County property.
- Making false allegations or claims.
- Making unauthorized recordings.

**Invoicing & Payment:**

The Respondent and employee are responsible for the correct completion of his/her time sheet. Each time sheet is completed reflecting the employee's name, department name, address, city, job title, and pay rate. Further breakdown shows the day of the week worked, the date, the actual start time, the actual finish time, the lunchtime taken (if applicable) and the number of regular hours for the day. All times are rounded to the nearest quarter (1/4) hour.

The Respondent shall attach time sheets to the invoices. To expedite invoice payments, the Staffing Agency shall indicate the department/division in which the temporary worked (i.e. Library, Utilities, Road & Bridges, etc.) on the attached time sheets. Individual temporary employees shall be placed on separate invoices.

Overtime is not authorized by this contract. Temporary employees shall not work more than a 40 hour work week and in accordance with the Fair Labor and Standards Act. The County's workweek is defined as Sunday through Saturday however the Respondent may utilize any seven day workweek period provided notification of this definition is provided to the Personnel Services Department.

Any overtime must be authorized in advance by the utilizing Department's manager.

At the end of the week, or at the end of the employee's assignment at that location, hours are totaled. In order to be considered a valid and completed time sheet, the employee signature must accompany an authorized Client signature. A copy of this completed time sheet is given to the Client. It is the responsibility of the employee to then deliver the completed, signed time sheet to the Respondent office in order to receive a paycheck. The Respondent and the employee are responsible for a correct and complete time sheet.

A quarterly report shall be generated in an effort to increase productivity for the County and provided to the Personnel Services Department. The report will show at minimum, the employees utilized, the hours they worked, and the billed amount, by location.

Invoices will be sent to the specific St. Johns County Department ordering the services and should include the following:

- A purchase order number issued by St. Johns County.
- Billing address of the department
- Location, such as department number.
- Service provided (custodial, clerical, etc.).
- Each location billing will show the Agency's employee name, number of hours worked, hourly pay rate, hourly bill rate, and weekly pay period ending date.

Remittance will be made to the Respondent and will be due in accordance with the payment cycle currently implemented by St. Johns County. The County's current payment is Net 30 days. The County shall make no payments to individual employees of the Respondent.

**Service Guarantee:**

This guarantee states the Respondent will not invoice for an employee whose work was deemed unsatisfactory within the first four hours of the assignment. Recognizing that no matter how thorough an evaluation process may be, events will occur which require the Respondent to reassign or terminate employees.

**Pricing:**

All service pricing should be based on an hourly bill rate per employee. This hourly bill rate should include Employee's Pay Rate, matching FICA, Federal and State Unemployment Insurance, and Worker's Compensation Insurance. The temporary personnel assigned are strictly employees of the Respondent. Any fees in addition to the hourly pay rate should be defined in the proposal.



**CONTRACT AGREEMENT**  
**RFP No: 20-49; Temporary Staffing Services**  
**Master Contract #: 20-MCC-STA-12175**

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, ("Effective Date"), by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Staffing of St. Augustine, Inc.** ("Contractor"), authorized to do business in the State of Florida, with principal offices located at 2730 U.S. 1 South, Suite B, St. Augustine, FL 32086; Phone: (904) 797-2244 ext: 301; Fax: (904) 797-6050 and Email: [josh@staugjobs.com](mailto:josh@staugjobs.com).

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

**ARTICLE 1 – DURATION**

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, and shall remain in effect for an initial contract term of three (3) calendar years and shall have one (1) available two (2) year renewal option, exercisable by the County, contingent upon satisfactory performance by the Contractor, and legally appropriated funds are available each fiscal year. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents, and renewal or extension serves the best interest of St. Johns County.

**ARTICLE 2 – ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all RFP Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

**ARTICLE 3 – SERVICES**

The Contractor's responsibility under this Agreement is to provide hourly rates for temporary staffing services and temporary-to-permanent recruiting and placement services. The awarded Contractor(s) shall be responsible for providing sufficient staff, resources, and facilities to ensure that the County's business is handled in a timely manner, necessary to perform the required services as specified in the Scope of Work attached hereto as "Exhibit C", proposed by the Contractor, approved by the County in accordance with RFP No: 20-49 and as otherwise provided in the Contract Documents.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with as-needed temporary staffing services and temporary-to-permanent recruiting and placement services as coordinated with the authorized County designee(s) throughout the duration of this Agreement. No changes to said schedule shall be made without prior written authorization by the County.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. The County shall compensate the Contractor based upon the Unit Price per temporary staffing positions, as submitted in the proposal, accepted by the County, and provided herein on Exhibit "B". The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County Departments, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion of the required services as provided in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
  1. The Contractor has billed the County for all services rendered by it and any of its sub-contractors or materials suppliers through the date of the invoice;

2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
  3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's Contractors or sub-Contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices shall be delivered to the requesting County Department for temporary staffing services.
- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

#### **ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

#### **ARTICLE 7 – ARREARS**

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 8 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) consecutive calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least ten (10) consecutive calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- C. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
  1. Stop work on the date to the extent specified.
  2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 10 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

#### **ARTICLE 11 – SUBCONTRACTING**

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, Contractor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 12 – E-VERIFY**

The Contractor shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement. Additionally, the Contractor shall expressly require any and all sub-contractors and sub-consultants to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement.

#### **ARTICLE 13 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

#### **ARTICLE 14 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

#### **ARTICLE 15 - INSURANCE**

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type,

amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor(s) shall maintain during the life of the awarded Contract Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor(s) from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the awarded Contract Agreement, whether such operations be by the Contractor(s) or by anyone directly employed by or contracting with the Contractor(s).

The Contractor(s) shall maintain during the life of the awarded Contract Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor(s) from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor(s) or by anyone directly or indirectly employed by a Contractor(s).

The Contractor(s) shall maintain during the life of the awarded Contract Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

#### **ARTICLE 16 - INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Contractor's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

#### **ARTICLE 17 – SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

#### **ARTICLE 18 – NO THIRD PARTY BENEFICIARIES**

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### **ARTICLE 19 – REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 20 – CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

#### **ARTICLE 21 – EXCUSABLE DELAYS**

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of natural or public health emergencies; force majeure; the County's ommissive and commissive failures; freight embargoes; governmentally-imposed moratorium, law or regulation related to the services described herein; or other unforeseen event, circumstance, condition or matter beyond the reasonable control of that party. Such party shall be relieved from liability for its failure to perform until the cessation of such event, circumstance, condition, or matter.

If the Contractor is delayed in completing the services described herein, upon the Contractor's request, the County, in its sole discretion may consider the cause and extent of the delay, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

#### **ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 24 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor 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 Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee,

commission, percentage, gift, or other consideration.

#### **ARTICLE 25 – ACCESS AND AUDITS**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

#### **ARTICLE 26– NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

#### **ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

#### **ARTICLE 28 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

#### **ARTICLE 30 – AUTHORITY TO PRACTICE**

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

#### **ARTICLE 31 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 32 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

#### **ARTICLE 33 – FLORIDA LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

#### **ARTICLE 34 – ARBITRATION**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

### **ARTICLE 35 - NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
**Attn: Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Staffing of St. Augustine, Inc.  
**Attn: Josh Kass, President**  
2730 U.S. 1 South, Suite B  
St. Augustine, FL 32086

### **ARTICLE 36 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

### **ARTICLE 37 - PUBLIC RECORDS**

**A.** The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**B.** In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

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

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
[publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

**ARTICLE 38 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

**ARTICLE 39 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

**ARTICLE 40 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

**ARTICLE 41 – OSHA REQUIREMENTS**

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

**ARTICLE 42 – COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

**ARTICLE 43 – TRAINING AND EDUCATION**

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four"

established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of:

- 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocution Hazards.

**ARTICLE 44 – TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION “RIGHT TO KNOW AND UNDERSTAND” REGULATIONS**

The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

**ARTICLE 45 –TEMPORARY TRAFFIC CONTROL (TTC)/MAINTENANCE OF TRAFFIC (MOT)**

The Contractor must comply with the Florida Department of Transportation’s (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

-----

**RFP No: 20-49; Temporary Staffing Services  
Master Contract #: 20-MCC-STA-12175**

**COUNTY:**

St. Johns County, FL

Full Legal Name

By: \_\_\_\_\_  
Signature of County Representative

Leigh A. Daniels, CPPB

Printed Name - County Representative

Assistant Purchasing Manager

Printed Title – County Representative

\_\_\_\_\_  
Date of Execution

**ATTEST:**

**ST. JOHNS COUNTY, FL  
CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**CONTRACTOR:**

Staffing of St. Augustine, Inc.

Company Name

By: \_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

**RFP No: 20-49; Temporary Staffing Services**  
**Master Contract #: 20-MCC-STA-12175**

**EXHIBIT "A"**  
**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the unit prices as submitted on the proposal. The unit prices shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to the applicable Contract Amendment.

Pricing adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

**RFP No: 20-49; Temporary Staffing Services  
Master Contract: 20-MCC-STA-12175**

**EXHIBIT "B"  
CONTRACT PRICING**

The following is a list of suggested temporary staffing positions St. Johns County would like to have available on an annual basis. Respondent shall submit the proposed hourly rate and billable hourly rate for each line item below.

<b>Item No:</b>	<b>POSITION</b>	<b>CURRENT HOURLY RATE</b>	<b>PROPOSED HOURLY RATE</b>	<b>BILLABLE HOURLY RATE</b>
1	Administrative/ Clerical Support - General	\$10.50	\$10.50	\$12.76
2	Beach Toll Collector Leader	\$10.00	\$10.00	\$12.15
3	Beach Toll Collector	\$8.56	\$8.56	\$10.40
4	Box Office Worker I	\$11.00	\$11.00	\$13.37
5	Cashier / Customer Service Representative	\$10.35	\$10.35	\$12.58
6	Catering Coordinator	\$13.00	\$13.00	\$15.80
7	Cultural Events Intern - Marketing	\$13.00	\$13.00	\$15.80
8	Clerical Support - Specialized	\$13.00	\$13.00	\$15.80
9	Event Coordinator	\$13.00	\$13.00	\$15.80
10	Application/ Permit Review Technician	\$13.00	\$13.00	\$15.80
11	Planning & Zoning Intern	\$13.00	\$13.00	\$15.80
12	Client Services Assistant	\$15.50	\$15.50	\$18.83
13	Community Education Specialist	\$10.00	\$10.00	\$12.15
14	Engineering Specialist	\$15 - 20	\$15.00-\$20.00	\$18.23-\$24.30
15	Construction Specialist	\$20.00	\$20.00	\$24.30
16	Engineering Specialist	\$15.00	\$15.00	\$18.23
17	Plans Reviewer	\$20.00	\$20.00	\$24.30
18	Front of House Assistant	\$15.50	\$15.50	\$18.83
19	Grounds Maintenance	\$10.50 -11.00	\$10.50-\$11.00	\$13.13-\$13.75
20	Golf Cart Attendant	\$8.56	\$8.56	\$10.70
21	Golf Course Spray Technician	\$13.50	\$13.50	\$16.88
22	Golf Course Starter	\$8.56	\$8.56	\$10.70
23	Legal Support Specialist	\$17.50	\$17.50	\$21.26
24	Library Assistant I	\$10.00	\$10.00	\$12.15
25	Library Courier	\$10.00	\$10.00	\$12.60
26	Marketing Specialist – Digital and Social Media	\$13.00	\$13.00	\$15.80
27	Production Coordinator	\$17.00	\$17.00	\$20.66
28	Project Specialist/ Coordinator	\$20 - 25	\$20.00-\$25.00	\$24.30-\$30.38
29	HR Special Projects Coordinator	\$22.00	\$22.00	\$26.73
30	Recreation Program Coordinator	\$9.75	\$9.75	\$12.19
31	Recreation Instructor	\$25/class	\$25.00/class	\$29.50/class

**RFP No: 20-49; Temporary Staffing Services  
Master Contract: 20-MCC-STA-12175**

**EXHIBIT "B" -CONTINUED**  
**CONTRACT PRICING**

<b>Item No:</b>	<b>POSITION</b>	<b>CURRENT HOURLY RATE</b>	<b>PROPOSED HOURLY RATE</b>	<b>BILLABLE HOURLY RATE</b>
32	Scorekeeper	\$10/game	\$10.00/game	\$11.80/game
33	Skilled Tradesworker	\$15.85	\$15.85	\$19.81
34	Special Events – Garbage Removal Workers	\$8.75	\$8.75	\$10.94
35	Sports Official	\$25.00 /game	\$25.00/game	\$29.50/game
	Summer Camp Staff			
36	Camp Supervisor	\$14.00	\$14.00	\$17.50
37	Assistant Camp Supervisor	\$10.25	\$10.25	\$12.81
38	Summer Camp Counselor I	\$8.56	\$8.56	\$10.70
39	Summer Camp Counselor II	\$9.00	\$9.00	\$11.25
40	Summer Camp Counselor III	\$9.75	\$9.75	\$12.19
41	TDC Ambassador	\$12.00	\$12.00	\$15.00
42	TDC Ambassador Coordinator	\$15.00	\$15.00	\$18.75
43	Technical Specialist	\$11 - 15	\$11.00-\$15.00	\$13.37-\$18.23
44	Beach Enforcement/ Lighting Officer	\$13.00	\$13.00	\$16.25
45	Beach Services Technician	\$13.00	\$13.00	\$16.25
46	Equipment Specialist	\$11.00	\$11.00	\$13.75
47	GIS Technician	\$15.00	\$15.00	\$18.23
48	HCP Field Technician	\$10.00	\$10.00	\$12.50
49	Land Management Technician	\$13.00	\$13.00	\$16.25
50	Recycling Specialist	\$11.00	\$11.00	\$14.19
51	Solid Waste Supervisor	\$16.00	\$16.00	\$20.40
52	Utility Maintenance Technician	\$12.00	\$12.00	\$15.00
53	Weighmaster	\$10.25	\$10.25	\$12.45

Additional temporary staffing positions maybe added during the contract period.

**RFP No: 20-49; Temporary Staffing Services**  
**Master Contract: 20-MCC-STA-12175**

**EXHIBIT "C"**  
**MINIMUM SPECIFICATIONS & CONDITIONS**

**SCOPE OF WORK**

The purpose and intention of this RFP is for St. Johns County to receive written quotations on an hourly rate for Temporary Personnel Services and Temporary-to-Permanent recruiting and placement Services. The awarded firm(s) shall provide sufficient staff, resources, and facilities to ensure that the County's business is handled in a timely manner.

The awarded firm(s) and all employees shall be subject to valid background checks that are acceptable to the County in terms of format and source. All background checks are to be provided to the County at the sole expense of the awarded firm(s).

St. Johns County estimates a total of 100,000 hours for fiscal year 2019 were used for temporary personnel services. Hours are inclusive and referenced as an estimated use and not to be considered limited thereto. It is specifically understood and agreed that these hours are approximate and any increased/decreased hours will be paid for at the quoted hourly rate. It is further understood that the supplier shall not have any claim against St. Johns County for hours that are less than the estimated amount.

The type of work environment for temporary staff may be, but not limited to, indoor office, outdoor weather and/or field conditions, extreme heat, warehouses, garages, extreme noises, odors, heights, and /or dust.

The type of work locations for temporary staff may be, but not limited to, County buildings, Amphitheater, various County parks, Golf Course, Beach, Utility Treatment Plants, and Animal Shelter.

The awarded firms(s) will receive a written notice of award, which will include the agreed upon rate for each job description, a copy of the Job Specifications. The Job Specifications and a copy of the Personnel Services Department Operating Procedures will be available upon request. As the employer, any temporary personnel will be subject to the employment policies and procedures of the awarded firm(s).

**1. Compensation/Wage Rates:**

As a mandatory requirement of this contract, the Respondent must pay to employees performing services under this contract, at least the current prevailing minimum wage, according to the State, local and Federal minimum wage schedule as published by the United States Department of Labor and State of Florida.

Respondent must provide quarterly reports to the Personnel Services Department that include employees' names, job title, hours worked, rate and compensation paid. Failure to provide this information will be cause for assessing damages and/or termination of contract. Any change to the hourly rate or compensation must be approved in advance by Personnel Services if it will alter the agreed upon contractual rates or effect the County's budget.

**2. Contract Administrator:**

The St. Johns County Purchasing Agent and the Director of Personnel Services or his/her designee will be responsible for ensuring compliance with Contract requirements.

**3. Personnel Provided:**

The Respondent will provide competent, reliable, honest and qualified personnel to perform services in a satisfactory and timely manner. The Respondent shall not tolerate any misconduct on the part of its employees while performing services on County property. The Respondent must certify that all temporary personnel furnished to St. Johns County will meet the following criteria:

- Successfully pass a Five Panel Drug Screening Test (minimum) within 24 hours of job offer if required by the position (i.e. Safety Sensitive). Temporary Staff can not start assignment until drug screening is passed.
- Level II background screening for Summer Camp Program workers and any other positions with DCF or other Level II requirement.
- Must attend Blood Borne Pathogens and Hazardous Communication Training/Orientation when required by the County. Personal Protective Equipment (PPE) may be required for some positions and all County safety practices must be followed.
- Must be at least 18 years of age and possess High School Diploma or equivalent (with the exception of Custodial Worker) unless otherwise indicated by the job requirements.

- Must have on file Fingerprints/Background Check (including Local, State & Federal criminal history) if required by position prior to dispatching to St Johns County.
- Must have no findings when screening for registered sex offenders and sexual predators.
- Must complete Form I-9 – Employment Eligibility Verification Form.
- Must have received Hepatitis B Vaccine for all Custodial Workers and other jobs as indicated prior to dispatching to St Johns County.
- Must possess a valid Florida Driver License. All positions require temporary staffing employees to possess a valid Florida driver license as all temporary employees may be asked to drive in an urgent or emergency situation.

Documentation will need to be provided by the Respondent upon request to show employees have satisfactorily completed specified screenings.

1. Persons employed by the Respondent shall be physically able and qualified for the position and must have received training in the use of equipment and supplies.
2. Persons employed by the Respondent, in the performance of the services required under this contract, shall not be considered employees of the County, shall be independent thereof, and shall have no claim against the County for any employee benefit rights or privileges granted by law.
3. The Respondent will be responsible for the appearance of all their working personnel assigned to a site (clean and appropriately dressed) at all times. Required special clothing and/or equipment is listed within some job listings and must be adhered to by temporary employees. The temporary employee provided by the successful Respondent shall meet “normal” dress standards including, when necessary, safety shoes/boots, safety glasses, etc.
4. The successful Respondent shall provide employees who meet the knowledge, skills and abilities of the position requested. Each employee placed under the contract shall possess the minimum training requirements for the position. Expenses for training shall be the sole responsibility of the successful Respondent.
5. When positions require a commercial Drivers License (CDL), the successful Respondent shall screen candidates for the appropriate class and endorsements as needed as specified by the County. Employees that will be assigned driving duties must have a current valid motor vehicle registration (MVR) check and a drug test before placing the temporary employee in the work environment.
6. The successful Respondent’s employees shall not under any circumstances be accompanied in their work area on County premises by acquaintances, family members, or any other persons unless said person is an authorized Respondent employee for whom a background check was submitted and approved to have access to County facilities.
7. Only responsible Respondents qualified by previous experience and satisfactory completion of at least five contracts or orders for similar services within the last five years will be considered. The Respondent shall be in sound financial position and qualified to perform the work. Failure to submit the above requested information may be cause for rejection of proposal.
8. It will be understood and agreed by all parties that Respondents awarded the contract are independent contractors. The Respondent will certify that the personnel provided have been properly screened, hired and are qualified to perform their duties in accordance with all applicable federal, state and local laws, ordinances and regulations. Any costs associated with the screening and hiring of Respondent’s employees is the sole responsibility of the Respondent and in no way involves St. Johns County (See Invoicing & Payment).
9. The County reserves the right to add additional job titles or additional categories as needed. Respondents shall propose a method and pricing structure for adding positions other than those listed in this RFP Document.
10. Contract Awardee(s) shall comply with all State, Federal, and local laws (including the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, and Civil Rights Act of 1991) as to treatment and compensation of its employees.
11. The County has the right to control the details of the temporary employees' work while assigned to the County.

**Employee Placement:**

The County will attempt to provide reasonable advance notice; however, employees may be expected to report to work site within two hours of notification to the Respondent. Start and End times may vary by department.

The Respondent will be responsible for locating the best qualified employee available for that position. First priority will be given to any special personnel requests made by the County. The Respondent will contact the County prior to assigning new employees to existing job orders within 2 hours, and will assign the new employee as directed by the County based on the Respondent's established priorities. The Respondent will confirm via telephone to the appropriate Department staff member who placed the order, the name of the Respondent employee assigned to their order.

In the event of incompatibility or less than expected performance by one of the Respondent's employees, the County should need only to place a telephone call to the Respondent's office. The Respondent will be responsible for replacing any employee due to nonperformance or noncompliance of assigned job, as well as notifying said employee of such. In the event of illness or unforeseen emergencies regarding the Respondent employee, the Respondent is solely responsible for replacement of said employee. Unemployment costs, if any, shall be the responsibility of the Respondent as the employer.

**4. Inspection:**

The successful Respondent(s) shall have the right to conduct periodic, on-the-job inspections of their employees to determine the overall quality of performance, job knowledge, effectiveness of the training, and to observe and determine the conduct and appearance of personnel.

**5. Operating Procedures:**

1. An employee of the St. Johns County Personnel Department or Department requesting the assignment will call the Temporary Respondent to place an order stating the position, typical duties, person and department the temporary employee will report to, starting time, date, and length of employment. **At this time, the Respondent must verify the contractual rate for the position ordered with Personnel Services.** After normal business hours, orders may be placed utilizing a paging system and/or a phone answering system. Job orders will include type of job, location of job, hours, expected duration of assignment, supervisor's name, and any other pertinent information.

When the Respondent is contacted, the job order is theirs to fill. If no temporary employees are readily available for placement, the County may cancel the job order and contact another County approved Respondent. The County will not contact more than one Respondent until the Respondent contacted verbally expresses lack of available employees to fill their job order.

2. Response time is considered the amount of time from the initial request for placement until Respondent's confirmation of employee availability.

A maximum response time of two (2) hours; the ability and quality of testing and training; and worker's compensation and liability coverage will also be factors considered in the award. A primary and secondary Respondent will be designated. In the event that the primary agency cannot respond in one (1) hour, the County will move to the secondary agency for potential back-up coverage.

Temporary Respondent must make contact with the County Department placing the request within a maximum of **one (1) hour**, and supply a temporary employee within a maximum of two (2) hours. Respondent must either, at the time a temporary employee is ordered or prior to the two-hour time limit, supply the name of the temporary employee to the Department placing the request. In addition, the Respondent shall inform the temporary employee of the department in which he/she will be located.

1. In the event the position requested is not covered by the contract, the Respondent shall via phone or email contact the St. Johns County Personnel Services Department prior to placing the temporary employee with the requesting Department.
2. When supplying a temporary or temporary to permanent employee, the Respondent must ensure the following:
  - One employee per order is provided, unless the time period is extended by the department that is requesting a temporary employee. Whenever this change is made, the Respondent must supply the Department affected with the name of the replacement.
  - Once an Respondent employee is assigned to a department, the temporary employee is expected to work the full

assignment unless the temporary employee or supervisor is dissatisfied with the assignment. Temporary Employees are not to be reassigned by the Respondent.

- Assigned temporary employees must meet position specifications as set forth in the Annual Price Agreement for Temporary Services. The County reserves the right to request a replacement temporary employee if the first does not meet performance standards.
- All temporary employees are expected to report to work on time and dress appropriately for public contact.

The Respondent will, upon request by the Personnel Services Department, provide or assist with recruiting efforts for County positions as needed. Candidates recruited by the Respondent may be hired directly by the County or be provided by the Respondent through a temporary-to-permanent arrangement.

**Appropriate Conduct:**

The Respondent(s) and staff are expected to adhere to accepted business principles in matters of professional and personal conduct and exhibit a high degree of personal integrity at all times. The Respondent(s) and staff must refrain from behaviors that may be harmful to self and others or that might be viewed unfavorably by the County or the public.

Types of behavior and conduct that St. Johns County considers inappropriate include, but are not limited to, the following:

- Negligence.
- Inefficiency.
- Inability to perform assigned duties.
- Insubordination.
- Willful violation of County rules and regulations.
- Conduct unbecoming of a public employee
- Tardiness or lack of punctuality
- Misconduct.
- Use of alcoholic beverages or narcotics while engaged in County business.
- Reporting to work intoxicated or under the influence of non-prescribed drugs.
- Arrest of any crime involving moral misconduct.
- Arrest of a felony.
- Falsifying employment or other County records.
- Violating the Prohibition of Unlawful Harassment policy.
- Using County supplies/materials or other property for personal purposes.
- Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs.
- Fighting or using obscene, abusive, or threatening language or gestures while on the job.
- Stealing.
- Possessing unauthorized firearms.
- Disregarding safety or security regulations while conducting business or while on County property.
- Making false allegations or claims.
- Making unauthorized recordings.

**Invoicing & Payment:**

The Respondent and employee are responsible for the correct completion of his/her time sheet. Each time sheet is completed reflecting the employee's name, department name, address, city, job title, and pay rate. Further breakdown shows the day of the week worked, the date, the actual start time, the actual finish time, the lunchtime taken (if applicable) and the number of regular hours for the day. All times are rounded to the nearest quarter (1/4) hour.

The Respondent shall attach time sheets to the invoices. To expedite invoice payments, the Staffing Agency shall indicate the department/division in which the temporary worked (i.e. Library, Utilities, Road & Bridges, etc.) on the attached time sheets. Individual temporary employees shall be placed on separate invoices.

Overtime is not authorized by this contract. Temporary employees shall not work more than a 40 hour work week and in accordance with the Fair Labor and Standards Act. The County's workweek is defined as Sunday through Saturday however the Respondent may utilize any seven day workweek period provided notification of this definition is provided to the Personnel Services Department.

Any overtime must be authorized in advance by the utilizing Department's manager.

At the end of the week, or at the end of the employee's assignment at that location, hours are totaled. In order to be considered a valid and completed time sheet, the employee signature must accompany an authorized Client signature. A copy of this completed time sheet is given to the Client. It is the responsibility of the employee to then deliver the completed, signed time sheet to the Respondent office in order to receive a paycheck. The Respondent and the employee are responsible for a correct and complete time sheet.

A quarterly report shall be generated in an effort to increase productivity for the County and provided to the Personnel Services Department. The report will show at minimum, the employees utilized, the hours they worked, and the billed amount, by location.

Invoices will be sent to the specific St. Johns County Department ordering the services and should include the following:

- A purchase order number issued by St. Johns County.
- Billing address of the department
- Location, such as department number.
- Service provided (custodial, clerical, etc.).
- Each location billing will show the Agency's employee name, number of hours worked, hourly pay rate, hourly bill rate, and weekly pay period ending date.

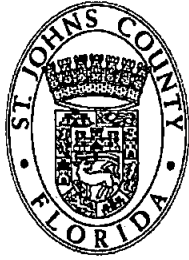
Remittance will be made to the Respondent and will be due in accordance with the payment cycle currently implemented by St. Johns County. The County's current payment is Net 30 days. The County shall make no payments to individual employees of the Respondent.

**Service Guarantee:**

This guarantee states the Respondent will not invoice for an employee whose work was deemed unsatisfactory within the first four hours of the assignment. Recognizing that no matter how thorough an evaluation process may be, events will occur which require the Respondent to reassign or terminate employees.

**Pricing:**

All service pricing should be based on an hourly bill rate per employee. This hourly bill rate should include Employee's Pay Rate, matching FICA, Federal and State Unemployment Insurance, and Worker's Compensation Insurance. The temporary personnel assigned are strictly employees of the Respondent. Any fees in addition to the hourly pay rate should be defined in the proposal.



**ST. JOHNS COUNTY**  
**OFFICE OF MANAGEMENT & BUDGET**  
500 SAN SEBASTIAN VIEW  
St. Augustine, Florida 32084

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Honorable Commissioners  
**FROM:** Jesse Dunn, Director for OMB & Purchasing  
**SUBJECT:** RFP 20-49 Temporary Staffing Services  
**DATE:** May 26, 2020

I wanted to provide you additional information as it relates to the temporary staffing RFP 20-49 that is slated as a regular agenda item for the June 2, 2020 BCC meeting.

RFP 20-49 evaluation criteria, as agreed upon by the Personnel Department, allowed for a maximum of 100 points based upon the following criteria:

- Contractor/Staff Qualifications = 20 points
- Related Experience = 20 points
- Approach and Innovation = 20 points
- Quality & Schedule Control = 20 points
- Quality of Proposal = 20 points
- Pricing = 10 points

Points for the pricing criteria were determined based upon a weighed score in which the vendor with the best pricing is awarded the full 10 points and each other vendor receives a weighted percentage of the 10 points. The pricing was calculated by the Purchasing Department and was provided to the four evaluators so that each evaluator had the same pricing score. **The pricing for each vendor is attached herein.** In the case of RFP 20-49, Staffing of St. Augustine, Inc. was determined to have the best pricing and was awarded the 10 points.

I am attaching a copy the evaluation scores from each of the four evaluators to assist in understanding the ranking of the six firms that responded to RFP 20-49.

The Personnel Department has chosen to select the top two firms to ensure a sufficient pool of resources from which the County can choose.

Pricing Evaluation: Scored by Purchasing Office

Vendor	Total Billable Rate	Percentage	By	Weight	Equals	Weighted Score
Key Staff, Inc.	\$952.18	89.90%	X	10	=	8.99
Staffing of St. Augustine, Inc.	\$856.42	100.00%	X	10	=	10.00
Sunshine Enterprise USA LLC	\$912.24	93.80%	X	10	=	9.38
Ad-Vance Talent Solutions	\$956.82	89.50%	X	10	=	8.95
22 <sup>nd</sup> Century Technologies, Inc.	\$936.28	91.40%	X	10	=	9.14
Fast Track Staffing Inc.	\$888.36	96.40%	X	10	=	9.64

4/14/2020

Signature of Evaluator

Date

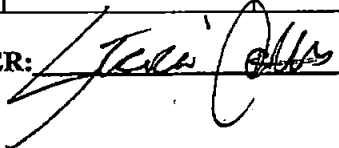


**EVALUATORS'S SCORE SHEET -PROPOSALS**

**ST. JOHNS COUNTY FLORIDA -  
BOARD OF COUNTY COMMISSIONERS  
CRITERIA RANKING:**

**DATE:  
PROJECT: RFP 20-49; TEMPORARY STAFFING SERVICES**

Respondents	A. Contractor(s) & Staff Qualifications 0-20	B. Related Experience 0-20	C. Approach & Innovation 0-20	D. Quality & Schedule Control 0-20	E. Quality of Proposal 0-10	F. Pricing 0-10	Total Score 0-100
Key Staff, Inc.	20	18	18	18	9	8.99	<del>81.99</del> 91.99
Staffing of St. Augustine, Inc.	20	20	12	15	10	10.00	87.00
Sunshine Enterprise USA LLC	15	20	20	15	5	9.38	84.38
Ad-Vance Talent Solutions	20	20	18	20	5	8.95	91.95
22 <sup>nd</sup> Century Technologies, Inc.	20	18	20	18	9	9.14	94.14
Fast Track Staffing Inc.	20	20	20	15	9	9.64	93.64

SIGNATURE OF RATER: 

PRINT NAME: Steven Carter

DATE: 4-16-2020

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: FAST TRACK

EVALUATOR: SMITH

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20 Score Given: 20  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Related Experience – Maximum Points Possible: 20 Score Given: 20  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Approach and Innovation – Maximum Points Possible: 20 Score Given: ~~20~~ 20  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Quality and Schedule Control – Maximum Points Possible: 20 Score Given: 15  
Comments: MORE DETAILS COULD HAVE BEEN PROVIDED  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Quality of Proposal – Maximum Points Possible: 10 Score Given: 9  
Comments: OVERALL MORE DETAILS COULD HAVE BEEN PROVIDED  
\_\_\_\_\_  
\_\_\_\_\_

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: JOHN SHIM

EVALUATOR: SHARIA POTTER

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20 Score Given: 15  
Comments: ONLY (1) EXECUTIVE RECRUITER HAD RELEVANT EXP (10 YEARS)

2. Related Experience – Maximum Points Possible: 20 Score Given: 20  
Comments: \_\_\_\_\_

3. Approach and Innovation – Maximum Points Possible: 20 Score Given: 20  
Comments: \_\_\_\_\_

4. Quality and Schedule Control – Maximum Points Possible: 20 Score Given: 15  
Comments: COULD HAVE PROVIDED MORE DETAIL

5. Quality of Proposal – Maximum Points Possible: 10 Score Given: 5  
Comments: A LOT OF EXTRA DETAILS MADE IT HARDER TO FOLLOW

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: STAFFING OF St AUGUSTINE

EVALUATOR: Stacia Lopez

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20 Score Given: 20  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Related Experience – Maximum Points Possible: 20 Score Given: 20  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Approach and Innovation – Maximum Points Possible: 20 Score Given: 12  
Comments: \_\_\_\_\_  
NO PTO OPTIONS  
NO ASSIGNED TIME KEEPING  
NO INNOVATIVE STRATEGIES FOR FUTURE  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Quality and Schedule Control – Maximum Points Possible: 20 Score Given: 15  
Comments: \_\_\_\_\_  
NO MENTION OF REGULAR SCHEDULED COMMUNICATION  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Quality of Proposal – Maximum Points Possible: 10 Score Given: 10  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: ADVANCE TALENT SOLUTIONS EVALUATOR: JACIA GIBBS

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20 Score Given: 20  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Related Experience – Maximum Points Possible: 20 Score Given: 20  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Approach and Innovation – Maximum Points Possible: 20 Score Given: 18  
Comments: Submits complete to client w/o IRITINIA  
\_\_\_\_\_  
\_\_\_\_\_

4. Quality and Schedule Control – Maximum Points Possible: 20 Score Given: 20  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Quality of Proposal – Maximum Points Possible: 10 Score Given: 5  
Comments: DIFFICULT TO FOLLOW & UNORGANIZED  
\_\_\_\_\_  
\_\_\_\_\_

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Key Staff

EVALUATOR: STACIA POTER

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20 Score Given: 20  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Related Experience – Maximum Points Possible: 20 Score Given: 18  
Comments: 1 Govt Agency, less than 3 year  
\_\_\_\_\_  
\_\_\_\_\_

3. Approach and Innovation – Maximum Points Possible: 20 Score Given: 18  
Comments: No New Options  
\_\_\_\_\_  
\_\_\_\_\_

4. Quality and Schedule Control – Maximum Points Possible: 20 Score Given: 8  
Comments: More feedback + communication between client + staffing  
\_\_\_\_\_  
\_\_\_\_\_

5. Quality of Proposal – Maximum Points Possible: 10 Score Given: 9  
Comments: Amount of extra detail; How to review all docs  
\_\_\_\_\_  
\_\_\_\_\_

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: 21<sup>st</sup> CENTURY

EVALUATOR: Sandra Comer

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20 Score Given: 20  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Related Experience – Maximum Points Possible: 20 Score Given: 18  
Comments: RELATED EXP W/ SIMILAR SIZED MUNICIPALITIES; HIGHER # OF CONSULTANTS  
THAN OTHERS WHO ARE SMALLER  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Approach and Innovation – Maximum Points Possible: 20 Score Given: 20  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Quality and Schedule Control – Maximum Points Possible: 20 Score Given: 18  
Comments: MORE DETAILED SCHEDULE PRESENT  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Quality of Proposal – Maximum Points Possible: 10 Score Given: 9  
Comments: TYPE ETC.  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S SCORE SHEET - PROPOSALS**

**ST. JOHNS COUNTY FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
CRITERIA RANKING:**

**DATE:  
PROJECT: RFP 20-49; TEMPORARY STAFFING SERVICES**

Respondents	A. Contractor(s) & Staff Qualifications 0-20	B. Related Experience 0-20	C. Approach & Innovation 0-20	D. Quality & Schedule Control 0-20	E. Quality of Proposal 0-10	F. Pricing 0-10	Total Score 0-100
Key Staff, Inc.	12	12	18	15	7	8.99	72.99
Staffing of St. Augustine, Inc.	20	20	15	18	10	10.00	93.00
Sunshine Enterprise USA LLC	18	20	20	15	7	9.38	89.38
Ad-Vance Talent Solutions	20	20	20	15	9	8.95	92.95
22 <sup>nd</sup> Century Technologies, Inc.	15	20	20	15	9	9.14	88.14
Fast Track Staffing Inc.	15	12	18	15	<del>8</del> 10	9.64	<del>77.64</del> 79.64

SIGNATURE OF RATER: *S. Lindblad*

PRINT NAME: Sydney Lindblad

DATE: 4/15/20

## Pricing Evaluation: Scored by Purchasing Office

Vendor	Total Billable Rate	Percentage	By	Weight	Equals	Weighted Score
Key Staff, Inc.	\$952.18	89.90%	X	10	=	8.99
Staffing of St. Augustine, Inc.	\$856.42	100.00%	X	10	=	10.00
Sunshine Enterprise USA LLC	\$912.24	93.80%	X	10	=	9.38
Ad-Vance Talent Solutions	\$956.82	89.50%	X	10	=	8.95
22 <sup>nd</sup> Century Technologies, Inc.	\$936.28	91.40%	X	10	=	9.14
Fast Track Staffing Inc.	\$888.36	96.40%	X	10	=	9.64



Signature of Evaluator

4/14/2020

Date

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Keystaff

EVALUATOR: Sydney Lindblad

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20

Score Given: 12

Comments: Extensive list of job titles located in West Palm Beach but would secure SJC location if awarded -> the local SJC manager is not an employee - would have to hire years of experience in recruitment, marketing, safety & risk. + employment agencies.

2. Related Experience – Maximum Points Possible: 20

Score Given: 12

Comments: Sarasota County - past 3 months.

Dept of Military Affairs - SI Aug. Cashiers, hospitality industry. Parks & Rec, utilities, construction, camp counselors

3. Approach and Innovation – Maximum Points Possible: 20

Score Given: 18

Comments: online app. process Holiday pay / medical 50% pd. for onsite meeting / orientation / drug test / transition App / Electronic time keeping option customizable personnel evaluation

4. Quality and Schedule Control – Maximum Points Possible: 20

Score Given: 15

Comments: time keeping schedule Reporting options

one streamlined email

5. Quality of Proposal – Maximum Points Possible: 10

Score Given: 7

Comments: A lot of info / detailed BLURRY typed + hand written / sloppy grammar + typos errors use of pro nouns "I" rather than organization.

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Staffing of St. Augustine EVALUATOR: Sydney Lindblad

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20

Score Given: 20

Comments: Local St Augustine Company office  
Focused Staff job duties  
Small size - all located here.  
20+ years  
Background in recruitment services

2. Related Experience – Maximum Points Possible: 20

Score Given: 20

Comments: SJSO / School district / public Sector  
Extremely -

SJC staffing agency since 2009  
Bill rates decrease w/ each renewal

3. Approach and Innovation – Maximum Points Possible: 20

Score Given: 15

Comments: Multiple options / Services: ① SJC Hires  
met diverse needs of SJC. ② Staffing post / SJC Hires  
③ Full recruitment

Screening process  
(-) marketing plan for recruitment  
New ideas for employee retention - Bonus quarterly

4. Quality and Schedule Control – Maximum Points Possible: 20

Score Given: 18

Comments: Full orientation  
Follows SJC policies / procedures  
(-) other training opportunities for hires

5. Quality of Proposal – Maximum Points Possible: 10

Score Given: 10

Comments: very organized, detailed, follow outline provided

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Sunshine Enterprise - USA

EVALUATOR: Sydney Lindblad

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications - Maximum Points Possible: 20

Score Given: 18

Comments: Volusia County / public sectors  
Boards / Advisory Boards / Councils  
Diverse backgrounds + experiences  
Strong # of people assigned to this project  
Recruitment / marketing experience

Employee retention  
experience.

2. Related Experience - Maximum Points Possible: 20

Score Given: 20

Comments: parks + PCC Departments  
cities / counties / school districts  
Volusia's current temp Agency

3. Approach and Innovation - Maximum Points Possible: 20

Score Given: 20

Comments: (+) Credit checks for revenue position  
Use multiple recruitment sources  
Met to discuss requirements + team approach  
for implementing  
phone screening first / candidates screening / semi list to SJC.

4. Quality and Schedule Control - Maximum Points Possible: 20

Score Given: 15

Comments: One direct contact for SJC  
orientations  
if not satisfied with employee, SJC will not be billed  
(-) no local office in SJC.

5. Quality of Proposal - Maximum Points Possible: 10

Score Given: 7

Comments: Organization's staff # are not consistent 3 v. 6  
multiple different list of employees on the project

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Ad. Vanced Talent Solutions EVALUATOR: Sydney Lindblad

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20 Score Given: 20  
Comments: Recruitment, Staffing, management payroll  
(-) located in Bradenton - but would open SIC office  
Allalades w/ award / 30 days w/ staff

Additional insurance for High RISK positions

2. Related Experience – Maximum Points Possible: 20 Score Given: 20

Comments: EXCLUSIVE vendors status for public sectors  
EX: Golf course, Life guards, camp counselors

3. Approach and Innovation – Maximum Points Possible: 20 Score Given: 20

Comments: GED Scholarships w/ local partners  
National + regional marketing efforts  
Youtube videos  
Impressive retention + Benefits Holiday / PTO / vacation

4. Quality and Schedule Control – Maximum Points Possible: 20 Score Given: 15

Comments: monthly utilization reports  
interview process in depth + transition / orientation plan.

(-) unknown what staff is hired for local office

5. Quality of Proposal – Maximum Points Possible: 10 Score Given: 9

Comments: clean, organized, very detailed  
Exclusive info did not match: Cover letter  
+ section four - ie Sarasota county

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: 2nd Century Technology

EVALUATOR: Sydney Lindblad

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20

Score Given: 15

Comments: retention, recruiting, training 123 in business  
15 Agencies in FL / 200 Gov't Agencies  
Cities / Counties / School districts  
(-) no SJC local office  
Large / national company

2. Related Experience – Maximum Points Possible: 20

Score Given: 20

Comments: 15 Local FL Gov't - directly related experience  
Fed / state / city / educational clients

3. Approach and Innovation – Maximum Points Possible: 20

Score Given: 20

Comments: time tracker for projects & related hours  
10 step recruiting process  
- gave examples of specific job recruitment process.  
Employee benefits - PTO / Holidays / Sick leave  
Jobdiva portal and other online recruitment services

4. Quality and Schedule Control – Maximum Points Possible: 20

Score Given: 15

Comments: pre-screening (-) Risk management / accident process  
on job inspections  
provide training: timesheet / orientation / safety / job / remedial / technical  
- no local office (+) online timesheet by approval routing  
- setting + monitoring targets and objectives.

5. Quality of Proposal – Maximum Points Possible: 10

Score Given: 9

Comments: very organized, detailed, followed outline provided  
(-) Did not provide list of current job titles.

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Fast Track Staffing

EVALUATOR: Sydney Lindblad

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20

Score Given: 15

Comments: 100 yrs experience b/t team members  
similar counties / municipalities

multiple locations w/ branch managers  
around closest office

2. Related Experience – Maximum Points Possible: 20

Score Given: 12

Comments: municipalities

(-) smaller projects listed than past experience w/  
gov't.

3. Approach and Innovation – Maximum Points Possible: 20

Score Given: 18

Comments: \_\_\_\_\_

Accessibility 2017

training for 5 different topics

4. Quality and Schedule Control – Maximum Points Possible: 20

Score Given: 15

Comments: phone calls / surveys  
performance surveys / evaluations  
communications

Availability to employees / disciplinary actions

5. Quality of Proposal – Maximum Points Possible: 10

Score Given: 10

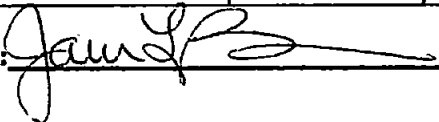
Comments: All attachments included  
very clean, organized, detailed

**EVALUATORS'S SCORE SHEET -PROPOSALS**

**ST. JOHNS COUNTY FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
CRITERIA RANKING:**

**DATE:  
PROJECT: RFP 20-49; TEMPORARY STAFFING SERVICES**

<b>Respondents</b>	<b>A. Contractor(s) &amp; Staff Qualifications 0-20</b>	<b>B. Related Experience 0-20</b>	<b>C. Approach &amp; Innovation 0-20</b>	<b>D. Quality &amp; Schedule Control 0-20</b>	<b>E. Quality of Proposal 0-10</b>	<b>F. Pricing 0-10</b>	<b>Total Score 0-100</b>
Key Staff, Inc.	18	13	19	19	10	8.99	87.99
Staffing of St. Augustine, Inc.	17	17	17	16	8	10.00	85
Sunshine Enterprise USA LLC	16	15	18	16	6	9.38	80.38
Ad-Vance Talent Solutions	16	18	15	16	5	8.95	78.95
22 <sup>nd</sup> Century Technologies, Inc.	15	18	18	17	9	9.14	86.14
Fast Track Staffing Inc.	16	17	16	17	7	9.64	82.64

**SIGNATURE OF RATER:**  **PRINT NAME:** Jamie L. Baccari **DATE:** 4/15/20

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Key Staff

EVALUATOR: Jamie Baccari

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20

Score Given: 18

Comments: 23 years

16 staff - full bios

Staff hired directly for STC to be local

2. Related Experience – Maximum Points Possible: 20

Score Given: 13

Comments: Military Affairs

Recruiting with Sarasota County

3. Approach and Innovation – Maximum Points Possible: 20

Score Given: 19

Comments: online

collis, veterans

job fairs

social media

4. Quality and Schedule Control – Maximum Points Possible: 20

Score Given: 19

Comments: Electronic payroll

one line of communication for recruiting

staff hired for STC

5. Quality of Proposal – Maximum Points Possible: 10

Score Given: 10

Comments: Nice layout easy to follow - perfect amount of detail

7.9

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: 22<sup>nd</sup> Century Technologies

EVALUATOR: Jamie Barcari

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20

Score Given: 15

Comments: 23 years exp

5 staff

Bioc. included minimum

2. Related Experience – Maximum Points Possible: 20

Score Given: 18

Comments: Contact worked with numerous municipalities  
numerous contracts with similar positions

3. Approach and Innovation – Maximum Points Possible: 20

Score Given: 18

Comments: 10 step recruiting methodology  
Different methods for different jobs

4. Quality and Schedule Control – Maximum Points Possible: 20

Score Given: 17

Comments: questionnaires, reviews, monitoring  
subcontractors  
online time sheets

5. Quality of Proposal – Maximum Points Possible: 10

Score Given: 9

Comments: provided a lot of information, thorough

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EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Staffing of St. Augustine EVALUATOR: Jamie Baccari

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20 Score Given: 17  
Comments: 40 years  
4 staff  
Bios include

2. Related Experience – Maximum Points Possible: 20 Score Given: 17  
Comments: SJC  
Columbia County Schools  
Baker County

3. Approach and Innovation – Maximum Points Possible: 20 Score Given: 17  
Comments: Have ability to refer or have them handle  
all recruitment  
Retention Bonus Program

4. Quality and Schedule Control – Maximum Points Possible: 20 Score Given: 16  
Comments: onboarding payroll safety  
local

5. Quality of Proposal – Maximum Points Possible: 10 Score Given: 8  
Comments: well put together  
easy to follow could use more details in  
sections

7.5

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: FastTrack

EVALUATOR: Jamie Baccari

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20

Score Given: 16

Comments: 37+ years experience  
r. 23. Proposing list of minimal info on staff

2. Related Experience – Maximum Points Possible: 20

Score Given: 17

Comments: Public Schools  
City of Ocala Sanitation  
Daytime Specimens

3. Approach and Innovation – Maximum Points Possible: 20

Score Given: 16

Comments: onsite fairs, online job boards

4. Quality and Schedule Control – Maximum Points Possible: 20

Score Given: 17

Comments: Satisfaction survey calls - offer periodic performance  
EVAs are available

5. Quality of Proposal – Maximum Points Possible: 10

Score Given: 7

Comments: Can't take summer or people that drive  
Basic - some higher rates than currently pay  
very minimal response

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EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Sunshini Enterprise EVALUATOR: Jamie Baccari

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20 Score Given: 16  
Comments: Array of staff with diff experience  
16 staff - varying from part
  
2. Related Experience – Maximum Points Possible: 20 Score Given: 15  
Comments: earliest contracts 2014-2017?  
numerous county & city contracts - newer company
  
3. Approach and Innovation – Maximum Points Possible: 20 Score Given: 18  
Comments: marketing  
Advertisement - magazines / paper / social media  
aggressive networking  
phone screens -
  
4. Quality and Schedule Control – Maximum Points Possible: 20 Score Given: 16  
Comments: recruitment life cycle  
staff assigned to handle it
  
5. Quality of Proposal – Maximum Points Possible: 10 Score Given: 6  
Comments: Detailed but layout didn't make  
it easy to find everything

(71)

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Adv Vance Talent Solutions EVALUATOR: Jamie Baccari

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20 Score Given: 16  
Comments: 7 1/2 years experience  
17 staff available

2. Related Experience – Maximum Points Possible: 20 Score Given: 18  
Comments: extensive experience with govt.

3. Approach and Innovation – Maximum Points Possible: 20 Score Given: 15  
Comments: social media, job fairs  
open local office  
transition plans

4. Quality and Schedule Control – Maximum Points Possible: 20 Score Given: 16  
Comments: online time cards  
10ASIT skills

5. Quality of Proposal – Maximum Points Possible: 10 Score Given: 5  
Comments: way too much info on items not needed  
via website  
from other...

70

**EVALUATORS'S SCORE SHEET -PROPOSALS**

**ST. JOHNS COUNTY FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
CRITERIA RANKING:**

**DATE:  
PROJECT: RFP 20-49; TEMPORARY STAFFING SERVICES**

Respondents	A. Contractor(s) & Staff Qualifications 0-20	B. Related Experience 0-20	C. Approach & Innovation 0-20	D. Quality & Schedule Control 0-20	E. Quality of Proposal 0-10	F. Pricing 0-10	Total Score 0-100
Key Staff, Inc.	20	15	15	15	5	8.99	78.99
Staffing of St. Augustine, Inc.	20	20	20	<del>18</del> 18	20	10.00	98
Sunshine Enterprise USA LLC	20	18	18	18	10	9.38	93.38
Ad-Vance Talent Solutions	20	20	18	15	8	8.95	89.95
22 <sup>nd</sup> Century Technologies, Inc.	20	20	20	18	<del>10</del> 10	9.14	97.14
Fast Track Staffing Inc.	18	18	18	10	10	9.64	89.64

SIGNATURE OF RATER:  PRINT NAME: Tara Dodson DATE: Apr 17, 2020

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Ad-Vance Talent Solutions

EVALUATOR: Tara Dodson

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20

Score Given: 20

Comments: Extensive company qualifications working with area local government agencies

2. Related Experience – Maximum Points Possible: 20

Score Given: 20

Comments: Currently works with Sarasota & Polk County government with on-site offices, multiple awards for recruiting services

3. Approach and Innovation – Maximum Points Possible: 20

Score Given: 18

Comments: Has an online system for applications, but didn't offer alternatives to online timesheets & submittals

4. Quality and Schedule Control – Maximum Points Possible: 20

Score Given: 15

Comments: Had to work through the information to better understand quality and schedule control.

5. Quality of Proposal – Maximum Points Possible: 10

Score Given: 8

Comments: ~~Well organized and very thorough proposal~~  
Not very well organized to match the sections in RFP, provided additional information like copies of invoices

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: 22nd Century Technologies

EVALUATOR: Tara Dodson

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20

Score Given: 20

Comments: Has sufficient experience with local governments and staff to support effort. Has federal, state and local clients

2. Related Experience – Maximum Points Possible: 20

Score Given: 20

Comments: Extensive background in temporary staffing services with multiple agencies and broad range of positions

3. Approach and Innovation – Maximum Points Possible: 20

Score Given: 20

Comments: Recruitment for positions is very thorough and laid out in several steps. Almost top notch incorporation of approaches for training opportunities as some of temp jobs we offer are more specific

4. Quality and Schedule Control – Maximum Points Possible: 20

Score Given: 18

Comments: Extremely thorough approach to quality & schedule control that it has too much control w/out allowing active or adaptive scheduling and overseeing of quality

5. Quality of Proposal – Maximum Points Possible: 10

Score Given: 20/10

Comments: Incredibly thorough proposal

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Fast Track Staffing, Inc

EVALUATOR: Tara Dodson

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20

Score Given: 18

Comments: Has some relative experience, staff seems qualified to handle day to day

2. Related Experience – Maximum Points Possible: 20

Score Given: 18

Comments: Relevant government agency experience

3. Approach and Innovation – Maximum Points Possible: 20

Score Given: 18

Comments: Approach seems to satisfy requirement, but no mention of background screening, drug testing and overall application system

4. Quality and Schedule Control – Maximum Points Possible: 20

Score Given: ~~18~~ 16

Comments: Did not meet the full needs of establishing, monitoring and ensuring quality control for performance of required services

5. Quality of Proposal – Maximum Points Possible: 10

Score Given: ~~8~~ 10

Comments: Overall organized and met each section requirement

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Staffing of St. Augustine

EVALUATOR: Tara Dodson

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20 Score Given: 20

Comments: Experience with St. Johns County + effective with the staff available cross training of staff.

2. Related Experience – Maximum Points Possible: 20 Score Given: 20

Comments: Very relevant experience based on previous work with St. Johns County + other area government agencies

3. Approach and Innovation – Maximum Points Possible: 20 Score Given: 20

Comments: Organized and simple approach making hiring process efficient

4. Quality and Schedule Control – Maximum Points Possible: 20 Score Given: ~~20~~ 18

Comments: Past experience + existing statement in RFP are sufficient to meet needs of quality + scheduling

5. Quality of Proposal – Maximum Points Possible: 10 Score Given: ~~10~~ 10

Comments: Clean, organized, well thought out proposal

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Sunshine Enterprise USA

EVALUATOR: Tara Dodson

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20 Score Given: 20

Comments: Adequate staffing for the needs of requirements

2. Related Experience – Maximum Points Possible: 20

Score Given: 18

Comments: Has relevant experience with other government agencies

3. Approach and Innovation – Maximum Points Possible: 20

Score Given: 18

Comments: Seems suitable however not clear how long background checks, drug screening & overall process timeline will be

4. Quality and Schedule Control – Maximum Points Possible: 20

Score Given: 18

Comments: Seems sufficient but scheduling was not very clear.

5. Quality of Proposal – Maximum Points Possible: 10

Score Given: ~~8~~ 10

Comments: Meets all criteria as outlined in RFP in organized manner

EVALUATOR SCORE NARRATIVE SHEET  
RFP 20-49; TEMPORARY STAFFING SERVICES

FIRM: Key Staff, Inc.

EVALUATOR: Tara Dodson

Evaluator shall provide an explanation of the score given to the firm shown above for each of the categories listed. Comments shall include strengths and weaknesses/deficiencies found within the submitted proposal package, resulting in the score given.

Evaluation Criteria:

1. Company and Staff Qualifications – Maximum Points Possible: 20 Score Given: 20  
Comments: Has sufficient staff identified to support needs.

2. Related Experience – Maximum Points Possible: 20 Score Given: 15  
Comments: Experience is current with Sarasota County, other experience is relative and military based.

3. Approach and Innovation – Maximum Points Possible: 20 Score Given: 15  
Comments: Offers online application system, No mention of handling screening will take, or duration of background screening

4. Quality and Schedule Control – Maximum Points Possible: 20 Score Given: 15  
Comments: Not sure if they understand that most employees to be hired will have already met their new manager, scheduling seems vague but might be due to lack of knowledge of process

5. Quality of Proposal – Maximum Points Possible: 10 Score Given: 5  
Comments: Grammar, spelling & overall use of language could be improved.



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

May 4, 2020

RE: RFP No: 20-49; Temporary Staffing Services


Please be advised that St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to 22<sup>nd</sup> Century Technologies, Inc. and Staffing of St. Augustine, Inc. as the top two ranked firms under **RFP 20-49; Temporary Staffing Services**. This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 12:00 PM, Thursday, May 7, 2020.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to negotiate with the highest two ranked firms, and upon successful negotiations, award and execute a contract.

Please forward all correspondence, requests or inquiries directly to the attention, Erin Edwards, MAOL, CPP, Procurement Coordinator in the Purchasing Department at [eedwards@sjcfl.us](mailto:eedwards@sjcfl.us).

Sincerely,  
*St. Johns County*  
*Board of County Commissioners*

  
County Representative Signature

Date: 5/4/20

Leigh A. Daniels, CPPB  
Assistant Purchasing Manager  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Sarah Taylor, Assistant Personnel Director  
**FROM:** Erin Edwards, MAOL, Procurement Coordinator  
**SUBJECT:** RFP No: 20-49; Temporary Staffing Services  
**DATE:** April 16, 2020

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Department Head Approval *Sarah Taylor*

Date 4/21/20

Budget Amount VARIABLES BY DEPARTMENT

Account Funding Title 51302 TEMPORARY EMPLOYEES

Funding Charge Code \_\_\_\_\_

Award to 22ND CENTURY TECHNOLOGIES + STAFFING OF ST AUGUSTINE

Award Amount VARIABLES BY DEPARTMENT

Personnel recommendation:

\* EACH OF 22ND CENTURY or SOS are to be awarded

for any pre-approved position on provided list, as identified  
in individual proposals within RFP.