

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 10/21/2024

MEETING DATE:

11/19/2024

TO: Jennifer Barker, County Manager

ITEM TYPE: Consent
Item

THRU:

ITEM ID: 33448

Jim Kovacs, Office Of Human Resources & Risk Management
Director

BY: Amy Munday, Contracting Officer II

SUBJECT: Supplemental Employment Services

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contracts 24-505A - D, to A & Associates, Inc. (West Palm Beach, FL), CD Staffing Inc. (Hollywood, FL), PeopleReady Florida, Inc. (Tacoma, WA, office in Eustis, FL), and Waterfield Florida Staffing, LLC (West Palm Beach, FL) for supplemental employment services; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is \$300,000 (expenditure) and is within, and will not exceed, available funding in any Fiscal Year Budget.

BACKGROUND SUMMARY: The Office of Procurement Services in coordination with Human Resources & Risk Management, issued Request for Proposal 24-505 (RFP) for supplemental employment services (a non-licensed service) as needed to replace expiring Contracts 17-0001, and provides for an initial one-year term with two additional two-year terms available.

Proposals were received from eight vendors as shown on the attached respondent sheet. Evaluation of responses was conducted via formal Selection Committee (SC) procedures. The SC summary memos reflect technical factors and pricing were evaluated in compliance with the criteria within the RFP. The overall pricing associated with the recommended vendors is competitive with all pricing submitted. Based on the County's needs and in its best interests, the recommendation is to award contracts to the four highest ranked and competitive-priced vendors: A & Associates, Inc., CD Staffing Inc., PeopleReady Florida, Inc., and Waterfield Florida Staffing, LLC.

Fiscal Impact: \$300,000.00 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
VARIOUS	VARIOUS	VARIOUS	830340		\$300,000

Advertised Date:

Paper:

Attachments:

1.	24-505 Respondent List
2.	24-505 Selection Committee Minutes
3.	24-505A A & Associates Contract - VENDOR SIGNED
4.	24-505B CDS - VENDOR SIGNED
5.	24-505C PeopleReady - VENDOR SIGNED
6.	24-505D Contract - VENDOR SIGNED

STAFF APPROVALS AND DATES:

Amy Munday	Created/Initiated - 10/21/2024
Ron Falanga	Approved - 10/24/2024
Kandace Pourbaix	Approved - 10/24/2024
Jim Kovacs	Approved - 11/7/2024
David Eichinger	Approved - 11/7/2024
Allison Teslia	Approved - 11/7/2024
Melanie Marsh	Approved - 11/11/2024
Jennifer Barker	Approved - 11/11/2024
Misty Spahn	Final Approval - 11/12/2024

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred
Until:

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND CD STAFFING, INC.
FOR TEMPORARY LABOR SERVICES
RFP # 24-505B-1**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, (the "COUNTY") and CD Staffing, Inc., a Florida Profit Corporation authorized to do business in the State of Florida, its successors and assigns (the "CONTRACTOR"), (each a "Party" and collectively, the "Parties").

WITNESSETH

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP), #24-505B-1, to establish a contract with a qualified contractor for the provision of temporary labor services in conjunction with the COUNTY'S needs; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement in conjunction with the COUNTY'S needs; and

WHEREAS, the provision of such services will benefit the Parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.
2. **Purpose.** The purpose of this Agreement is for the CONTRACTOR to provide temporary labor services in conjunction with the COUNTY'S needs.
3. **Scope.** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to perform the services set forth herein, as more specifically described in the Scope of Services, as modified or clarified by addendums, including the Submittal Form, attached hereto and incorporated herein as **Exhibit A (Composite)**. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by the Parties. The CONTRACTOR shall be governed by the Pricing Schedule, which includes the job descriptions for each position for which the COUNTY may require services and the corresponding rate, set forth in **Exhibit B**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each Party's project manager.
4. **Term.** This Agreement will be effective immediately upon approval by the Lake County Board of County Commissioners (Effective Date). This Agreement will remain in effect for one (1) year from the Effective Date with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon written mutual agreement of the Parties. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. The Agreement remains in effect until completion of any expressed or implied warranty periods. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONTRACTOR. This prerogative may be exercised only when such continuation is in the best interest of

the COUNTY. The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. The CONTRACTOR shall coordinate and work with any other contractors retained by the COUNTY. The CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5. Invoicing and Payment.

A. Payment shall be made in accordance with the Pricing Schedule, as attached in **Exhibit B**. This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended. A copy of the COUNTY'S Purchasing Policy and Procedures shall be made available to the CONTRACTOR upon request.

B. The CONTRACTOR shall submit invoices to the COUNTY user department(s) after each week has been completed. In addition to the general invoice requirements set forth below, the invoices shall be sent directly to the County Department where the temporary employee was assigned. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of temporary labor services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the services.

C. All invoices shall contain the contract and/or purchase order number, date and location of service, and confirmation of acceptance of services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of contract and this Agreement may be terminated.

D. Invoices shall provide the following information:

- (1) Contractor's Name, address, and phone number
- (2) Temporary Employee Name and County Work Location
- (3) Name of County Employee the Temporary Employee is to report to
- (4) Hourly rate
- (5) Date and Number of hours the temporary employee worked
- (6) Date and Number of hours the temporary employee worked overtime
- (7) Invoice total

E. The COUNTY shall make payment on all invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONTRACTOR may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment. COUNTY shall reimburse CONTRACTOR for required services timely submitted, approved, and accepted by COUNTY in accordance with the terms of this Agreement. Other than the fees and rates set forth in **Exhibit B**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs in may incur at any time and in any connection with its performance hereunder.

F. Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

6. COUNTY Responsibilities.

A. The COUNTY shall pay CONTRACTOR in accordance with the provisions of this Agreement and promptly review the deliverables and other materials submitted by the CONTRACTOR and provide direction to the CONTRACTOR as needed.

B. The COUNTY shall designate one COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the Parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Scope of Services, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this Agreement.

C. The COUNTY shall reimburse CONTRACTOR, in accordance with **Exhibit B** for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

D. The COUNTY will provide to the CONTRACTOR all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONTRACTOR in the completion of the required services.

7. CONTRACTOR Responsibilities.

A. The CONTRACTOR shall perform the work described in the Scope of Services, including the addendum thereto, attached and incorporated by reference herein as **Exhibit A**.

B. The CONTRACTOR shall assign the project personnel proposed in its submittal to the COUNTY'S RFP to fulfill this Scope of Services unless the COUNTY agrees to substitutions.

C. The CONTRACTOR shall coordinate and lead all meetings necessary to accomplish the Scope of Services. Preparation of all agendas, advertising, meeting minutes and sign-in sheets as necessary.

D. The CONTRACTOR shall manage all sub-contractors to fulfill this Scope of Services.

E. The CONTRACTOR shall provide all deliverables in format(s) as specified by the COUNTY.

F. The CONTRACTOR shall provide any requested progress or status reports necessary for grant administration.

8. Qualifications. All firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

9. Termination.

A. **Termination for Convenience.** This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONTRACTOR; but if any service or task under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated, and CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

10. Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a Party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case less than thirty (30) days prior to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

11. Indemnity. CONTRACTOR will indemnify and hold harmless the COUNTY and its agents, officers, commissioners, and employees for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. The CONTRACTOR will indemnify and hold harmless COUNTY, COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, its personnel, employees, and other persons utilized by CONTRACTOR in the performance of this Agreement, including defects in design, or errors or omissions that result in material cost increases to COUNTY and/or COUNTY, pursuant to Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid (third-party) claims, losses, and judgements in connection therewith and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONTRACTOR'S expense. The indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of the COUNTY as set forth in Section 768.28, Florida Statutes.

12. Independent Contractor. The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, 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 other consideration contingent upon or resulting from the award or making of this Agreement.

13. Ownership of Deliverables. The CONTRACTOR agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by the CONTRACTOR under this Agreement or furnished by the COUNTY to the CONTRACTOR shall be and remain the property of the COUNTY, including any applicable copyrights. The CONTRACTOR shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to the COUNTY. Additionally, the CONTRACTOR hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

14. Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

15. Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons, contractors, or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

16. Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

17. Certification Regarding Scrutinized Companies that Boycott Israel. By executing this Agreement, the CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any agreement with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

18. Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the Agreement;
- B. Procuring commercial sex acts during the period of performance of the Agreement;
- C. Using forced labor in the performance of the Agreement;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

19. **Non-Collusion.** CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

20. **Public Entity Crimes.** As provided by Section 287.133, Florida Statutes, person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a consultant, supplier or sub-consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

21. **Florida Convicted/Suspended Vendor Lists.** By executing this Agreement CONTRACTOR affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

22. **Discriminatory Vendor List (State funded projects).** As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

23. **Antitrust Violator Vendor List (State funded projects).** As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND CD STAFFING, INC., FOR TEMPORARY LABOR SERVICES;
RFP #24-505B-1**

submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

24. Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

25. Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY by submitting its bid that (1) CONTRACTOR is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) CONTRACTOR is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

26. Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

27. Disadvantaged Businesses. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

28. Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

29. Civil Rights Act. During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT'S employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned

upon the veracity of this statement of assurance. CONTRACTOR shall provide COUNTY with executed Title VI Non-Discrimination Assurances.

30. Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONSULTANT, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

31. Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other Party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

32. Prohibition Against Contingent Fees. The CONTRACTOR warrants that they have 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 they have 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 other consideration contingent upon or resulting from the award or making of this Agreement.

33. Insurance.

A. CONTRACTOR shall purchase and maintain, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONTRACTOR against any and all insured claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

B. The Parties agree that the policies of insurance and confirming certificates of insurance shall insure CONTRACTOR is in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate.....	\$1,000,000/\$2,000,000
Products-Completed Operations.....	\$2,000,000
Personal & Adv. Injury.....	\$1,000,000
Fire Damage.....	\$50,000
Medical Expense.....	\$5,000

Contractual Liability.....Included

2. Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit.....\$1,000,000

3. Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.).

4. Employer's liability insurance with the following minimum limits and coverage:

Each Accident.....\$1,000,000

Disease-Each Employee.....\$1,000,000

Disease-Policy Limit.....\$1,000,000

5. Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 per claim and annual aggregate of \$2,000,000.

C. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be listed as additional insured as their interest may appear all applicable policies. Certificate(s) of insurance must identify the RSQ number in the Description of Operations section on the Certificate.

D. CONSULTANT shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance. It is the CONSULTANT'S specific responsibility to ensure that any such notice is provided within the stated timeframe.

E. Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

F. CONSULTANT must provide a copy to the COUNTY of all policy endorsements, reflecting the required coverage, with the COUNTY and its Governing Board listed as an additional insured on the General Liability and Automobile Liability Policy along with all required provisions to include waiver of subrogation, with the exception of workers' compensation and professional liability. (Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).

G. Certificate holder shall be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

H. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

I. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of CONSULTANT and/or sub-consultant providing such insurance.

J. CONSULTANT shall be responsible for sub-consultants, if any, and to ensure that such subconsultants are maintaining insurance during the term of this Agreement. Subconsultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with CONSULTANT'S requirements.

K. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for cause.

L. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, shall relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

34. Right to Audit. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. FIRM shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://files.floridados.gov/media/703328/gsl-sl-2020.pdf>, whichever is longer. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work hereunder.

35. Public Records/Copyrights.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.

2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, 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 information technology systems of the COUNTY.

C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received or prepared as part of any task order authorizing work under this Agreement. Upon completion of each task order, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents, including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

36. Minimum Wage. Under this Agreement, the wage rate paid to all employees employed by the CONTRACTOR for the work under the contract shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f)

of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

37. E-verify. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

and shall expressly require any contractor and subcontractors performing work or providing services pursuant to a state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

38. Reporting. Consistent with the administrative needs of the COUNTY, certain relevant data regarding purchases of goods and/or services under COUNTY contracts is to be gathered and maintained. Accordingly, the CONTRACTOR under this Agreement is to provide report(s) on a semi-annual basis to the COUNTY as to the nature of the services purchased from them by the COUNTY during the preceding six months. Each report shall include the quantity, description and unit price(s) of the services.

Each report shall be submitted no later than fifteen (15) calendar days after the expiration of the sixth (6th) month of each contract period. Failure to comply with this reporting requirement may be considered a breach of performance and subject to formal proceedings in that regard.

39. Governing Law and Venue. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

40. Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

41. Captions. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

42. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

43. This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

44. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

45. The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

46. The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

47. The CONTRACTOR shall not assign or transfer this Agreement, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the COUNTY. This provision specifically includes any acquisition or hostile takeover of the CONTRACTOR. Failure to comply in this regards may result in termination of this Agreement for default.

48. **Fraud, Misrepresentation, and Material Misstatements.** Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

49. The COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services actually provided under this contract.

50. This Agreement may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to this Agreement and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable COUNTY procedures.

51. The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current contract period. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONTRACTOR. Exercise of the above options requires the prior approval of the Procurement Services Manager.

52. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

53. **Notice.** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Jason Shephard, Director of Operations
CD Staffing, Inc.
2 Oakwood Boulevard, Suite 125
Hollywood, Florida 33020

If to COUNTY:

County Manager
Lake County Administration Bldg.
Post Office Box 7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND CD STAFFING, INC., FOR TEMPORARY LABOR SERVICES;
RFP #24-505B-1**

54. **Scope of Agreement.** This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

55. This Agreement contains the following Exhibits:

Exhibit A (Composite)	Scope of Services/Addendum/Submittals
Exhibit B	Pricing Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONTRACTOR through its duly authorized representative.

CONTRACTOR



Jason Shephard, Director of Operations
CD Staffing, Inc.

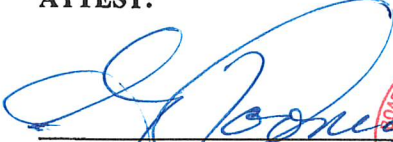
This 1 day of October, 2024.

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND CD STAFFING, INC., FOR TEMPORARY LABOR SERVICES;
RFP #24-505B-1**

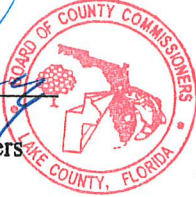
COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



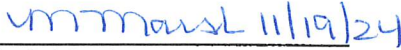
Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Leslie Campione, Chairman

This 19th day of Nov., 2024.

Approved as to form and legality:



Melanie Marsh
County Attorney

1. STAFFING

- 1.1. Temporary labor will be requested by the County's using department in writing. Contractor will provide the name(s) and resume(s) (as needed) of proposed candidates for selection and approval by the County.
 - 1.1.1. The County may ask for positions not listed in Attachment 2 – Pricing Sheet. Contractor shall submit a written quote for County approval. The County will modify the Contract to include additional category(ies).
- 1.2. Work performed in excess of forty (40) hours per week must be approved by the County in writing verified on the Contractor's time sheet and be signed by the County Department Director. Approved overtime shall be paid at a rate of 1.5 times the hourly contracted rate.
- 1.3. County may, at its sole discretion, decide to interview candidates. Interviews may be conducted in person at a County location. Contractor is solely responsible for arranging for transportation to and from the interview location and for any associated costs; further, contractor is solely responsible for any costs associated with candidate's time related to the interview.

2. CONTRACTOR REQUIREMENTS

- 2.1. All temporary labor provided shall meet or exceed, at a minimum, each of the following requirements:
 - 2.1.1. Project a professional image and deal effectively with the public; most supplemental staff will have high public exposure.
 - 2.1.2. Punctuality and attendance.
 - 2.1.3. Ability to following instructions/directions and the ability to work independently after receiving instructions/directions. Physically and mentally capable of performing the essential functions of the position.
 - 2.1.4. Possess all worksite and task specific safety/personal protective equipment required to perform the job requested, including, but not limited to worksite appropriate gloves, safety shoes/boots, hard hat/head cover, safety glasses, and safety vest. Safety equipment shall be in good condition and meet or exceed the quality of the equipment that is currently used by the County.
 - 2.1.5. Dress Code: The County will advise the Contractor of the appropriate work attire for the job. All supplemental staff must dress in a manner which is appropriate to the type of work performed and have a neat and orderly appearance.
 - 2.1.6. Possess appropriate driver's license as required for heavy equipment operation and/or truck driving.
 - 2.1.7. All laborers must be legally authorized to work in the United States for the entire term of service to the County. Contractor shall utilize the Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all laborers referred to the County. Contractor shall provide documentation to the County evidencing that the person has legal permission to work in the United States.
 - 2.1.8. All laborers are required to speak, read, and write English.

- 2.1.9. Individuals are required to report any accidents or incidents immediately to the County Supervisor and follow up with the appropriate paperwork and/or instructions provided by the County Supervisor.
- 2.1.10. Contractor must have an office located within the State of Florida.
- 2.2. Contractor shall provide at no additional cost to the County
 - 2.2.1. A state and national criminal history background check for each candidate shall be completed by the Contractor. Each background check shall follow the Background Investigation Procedures established by the Florida Department of Law Enforcement, Division of Criminal Justice Standards and Training. The pass or fail results of the background check must be approved in writing before the individual starts work with the County.
 - 2.2.2. A drug and alcohol screening per the Department of Transportation (DOT) standards shall be completed on every candidate within the last ninety (90) days of temporary job placement. A positive test is not acceptable.
 - 2.2.3. A copy of the candidate's driver's license for all equipment operators and truck drivers must be provided to the County's Office of Human Resources and Risk Management where they will do a seven (7) year driving record review.
 - 2.2.4. A designated Contract Manager shall be provided to work directly with the County for job requirements of supplemental staff, complaints, concerns, and issues that may arise.

3. COUNTY REQUIREMENTS

- 3.1. The County may cancel services with at least a two (2) hour notice before the scheduled start to work time resulting in no charge to the County. If the County is unable to give a two (2) hour notice, the Contractor shall be paid for two (2) hours of work time for each affected person.
- 3.2. Contractor to remove staff the County deems careless, incompetent, insubordinate, reasonably objectionable, or whose continued placement at the County is deemed to be contrary to the interest of the County.
 - 3.2.1. Contractor shall provide a replacement within twenty-four (24) hours for any individual who is unable to perform duties to the satisfaction of the County. Replacement requirements are the same as those specified in the original placement.
- 3.3. Should the County offer any of the Contractor's employees a permanent position with the County, there shall be no charges or stipulations to the County (i.e., buy-outs or penalties).

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REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Supplemental Employment

3/5/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Requesting that Item 2.1.6 under Section 2 of the Exhibit A – Scope of Work be removed.
- R1. No, this item shall not be removed as it states, “as required” and this item will be required for any person operating heavy equipment and/or truck driving of County property.**
- Q2. Requesting that the following be removed from Item 2.2.1 from Section 2: *“If there is anything found on the background check, the Contractor shall provide a copy of the background check to the County’s Office of Human Resources and Risk Management for review and approval”*. Also, to add the following to 2.2.1 to read as follows: The pass or fail results of the background check must be approved in writing before the individual start work with the County.
- R2. This change has approved. See Exhibit A -Scope of Work REVISED 03.01.24 on the County website.**
- Q3. Requesting that Item 2.2.3 under Section 2 of the Exhibit A – Scope of Work be removed.
- R4. No, this item shall not be removed as there are positions requested that are required.**
- Q5. Requesting that the following be removed from Exhibit B – Insurance Requirements: Fire Damage \$50,000 and Medical Expense \$5,000
- R5. Fire Damage for \$50,000 will not be removed. The Medical Expense for \$5,000 has been removed. Please see Exhibit B – Insurance Requirements 24-505 REVISED 03.05.24.**
- Q6. Requesting that the following be updated on Exhibit B – Insurance Requirements, Section B: “Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be included as an additional insured party on Contractor’s Commercial General Liability policy, but only to the extent of Contractor’s indemnity obligations. Certificates of Insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.
- R7. This will not be removed.**
- Q8. Requesting the following change to Exhibit B – Insurance Requirements, Section D: “Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, with respect to the Commercial General Liability and Workers

Compensation policies and includes a Cross Liability or Severability of Interest provision, with no requirement of premium by the COUNTY.

R8. This will not be removed.

Q9. Requesting that the following be removed from Exhibit B – Insurance Requirements, Section E: “Contracts cannot be completed without this required insurance documentation”.

R9. This will not be removed.

Q10. Is this a re-compete RFP?

R10. No.

Q11. Could you please share the name of the current suppliers? Who is currently providing services to the County?

R11. This contract for new services.

Q12. Refer to Attachment 3 References, it is mentioned to list no more than two Lake County Government Projects. Please specify whether it is mandatory to provide the Lake County government projects or not.

R12. Follow bid document direction.

Q13. Refer to the RFP document, “Point 5: Completed Pricing Sheet”, it is mentioned that the vendor needs to provide “Completed Attachment 2 – Pricing Sheet” and “Supporting documentation for proposed pricing”. Please specify, whether the “Supporting documentation for proposed pricing” is mandatory to submit with the proposal. Also, specify what information is needed to cover in it.

R13. Follow bid document directions.

Q14. Referring to the RFP document, “Point 3: Proposed Solution”, it is mentioned that “Limit Page County”. Please specify the maximum page limit for this section.

R14. Be concise.

Q15. Is it possible for the County to provide a proposal evaluation and evaluating points?

R15. Refer to section 5.0 Method of Award.

Q16. Does the County have an incumbent?

R16. This is a new direction for the County to fill an anticipated need.

Q17. How many awards does the County plan to make?

R18. Unknown at this time.

Q19. What is the estimated budget for this RFP?

R19. Budget is dependent on County need so it cannot be determined at this time.

Q20. What is the estimated usage per job title?

R20. See Question 16.

Q21. Do we have to bid on all job titles, or can we submit pricing for certain positions?


ADDITIONAL INFORMATION

Please refer to Exhibit A – Scope of Work REVISED 03.01.24 and Exhibit B – Insurance Requirements 24-505 REVISED 03.05.24 with the changes outlined in this addendum.

ACKNOWLEDGEMENT

Firm Name: CD Staffing, Inc

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jason Shephard* 

Date: 3/19/2024

Print Name: Jason Shephard

Title: Florida Director of Operations & Sales

Primary E-mail Address: jshephard@cdstaffing.com

Secondary E-mail Address: blas@cdstaffing.com



P.O. Box 7800 • 215 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Supplemental Employment

3/14/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q22. Are Contractors required to name Lake County as additionally insured on our auto policy even though we do not plan on bidding on the positions that require driving?
- R22. If pricing for these positions is submitted to be filled by the Contractor, then Lake County must be names as additionally insured on the Contractor's auto policy. If the Contractor does not submit pricing for these positions, the auto requirement can be waived.

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: CD Staffing, Inc

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jason Shephard*

Date: 6/13/2024

Print Name: Jason Shephard

Title: FL Director of Sales & Operations

Primary E-mail Address: jshephard@cdstaffing.com

Secondary E-mail Address: blas@cdstaffing.com

The undersigned hereby declares that: CD Staffing, Inc has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **TEMPORARY EMPLOYMENT** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: YES

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. No conflicts of interest exist.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number N/A and enter effective date N/A to date N/A

8.0 ANTI-TRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

N/A

10.0 RECIPROCAL VENDOR PREFERENCE

N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: CD Staffing, Inc

Street Address: 844 Duncan Rd

City: Tavares **State and ZIP Code:** FL, 32809

Mailing Address (if different): Click or tap here to enter text.

Telephone: 352-445-2643

Purchase Order Email Address: tavarespayroll@cdstaffing.com

Federal Identification Number / TIN: 27-3542724

DUNS Number: Click or tap here to enter text.

12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: **JASON SHEPARD**

Date: 3/19/2024

Print Name: Jason Shephard

Title: FL Director of Operations and Sales

Primary E-mail Address: jshephard@cdstaffing.com

Secondary E-mail Address: blas@cdstaffing.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

<p style="text-align: center;"><i>Type Your Firm's Name Here</i></p> <p style="text-align: center;">SAVE AND SUBMIT AS AN EXCEL FILE</p>			
<p>Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide services in accordance with specifications listed and implied. Actual hours are unknown and estimated for evaluation purposes only.</p> <p>Alterations to locked cells may result in disqualification of submission.</p>			
ITEM #	JOB TITLE	JOB DUTIES	HOURLY RATE
1	Garbage Truck Loader	<p>This position works under general supervision to perform routine tasks related to the loading of household waste material from garbage receptacles and bagged or bundled yard waste into a rear loading waste compactor mounted on a heavy-duty truck. The household waste will include, but not be limited to household trash, recyclable material, and yard waste. Position requires manual work, in all weather conditions, including adverse conditions; lifting up to 50-pounds from ground level; operation of household waste collection equipment, including the waste compactor; monitoring waste compactor operations to ensure its safe and proper operation; informing the supervisor if compactor is not operating properly and of any unsafe conditions; learning job related procedures, and techniques, primarily through verbal instruction, observation, and job training; working cooperatively with co-workers; and display a tactful, and courteous manner when interacting with the public. Qualifications: Must be able to speak and/or signal people to effectively convey or exchange information. Must read and write basic English sentences. This position does not include driving a County vehicle.</p>	<p>WC Exempt Code. Unable to Bid</p>
2	General Labor	<p>Perform semi-skilled and unskilled work in the maintenance of County facilities, grounds, roads, and equipment, as well as other duties as assigned. Qualifications: Must be able to speak and/or signal people to effectively convey or exchange information. Must read and write basic English sentences. This position does not include driving a County vehicle.</p>	<p>\$20.25</p>

<p>4</p>	<p>Certified Traffic Flagger</p>	<p>Provide traffic flagging duties including, but not limited to, directing traffic using flags and signs, and operation of various hand tools, lawn, and power equipment. Qualifications: Speaks with or signals people to convey or exchange information. Requires a High School diploma, GED, or vocation training and a current Florida Certification in Maintenance of Traffic. This position does not include driving a County vehicle.</p>	<p>\$21.60</p>
<p>5</p>	<p>Landfill Attendant Job Code L004 Grade 13N Pay</p>	<p>Performs customer service and clerical duties in support of daily County Landfill operations. Greets and assists landfill and/or drop off center customers; observes and directs all incoming and outgoing traffic; accurately assesses and quantifies waste materials, checking for prohibited or hazardous materials; and other related duties as required. Qualifications: Speaks English. Ability to perform basic mathematical skills, compute ratios, rates, and percentages. Ability to work in the elements and handle funds received as customer payments. This position does not include driving a County vehicle.</p>	<p>\$20.25</p>
<p>6</p>	<p>Trades Crew Leader Job Code C057 Grade 17N Pay</p>	<p>Performs maintenance of County buildings, building systems and equipment, parks, and grounds, as assigned. Responsible for training, supervising staff as needed, performing skilled trade(s), maintaining assigned tools and equipment, preparing work records and reports, and ensuring professional customer service at all times. Qualifications: Ability to operate an assortment of machinery and equipment to include, but not limited to, mowers, weed eaters, chain saws, bobcat gators, golf carts, and trucks within park area. Ability to work outside. Requires a High School diploma or GED, and one year of college or vocational school education in one or more building trades, with three years of related experience. Requires a current, valid Florida driver's license, with an approved seven (7) year driving history. Must possess any certifications or licenses required for use of equipment.</p>	<p>\$27.00</p>

7	<p>Equipment Operator with Class "A", "B", or "C" CDL License (as applicable) Job Code E031 Pay Grade 14N</p>	<p>Perform operation of machinery and equipment including, but not limited to, small loader, small skid steerer, forklift, and assist with maintaining equipment. Qualifications: Speaks English, able to perform basic mathematical skills, compute ratios, rates, and percentages. Requires a current, valid Florida Commercial Driver's License (CDL) Class A, B, or C, with an approved seven (7) year driving history, and any certifications or licenses required to operate machinery.</p>	<p>\$29.70</p>
8	<p>Truck Driver with Class "A", "B", or "C" License (as applicable)</p>	<p>Perform truck driving and general labor services as needed, including, but not limited to, debris cleanup, delivery of library materials, and other related duties as required. Qualifications: Must read, write, and speak English. Requires a current, valid Florida Commercial Driver's License (CDL) Class A and / or B, as applicable, with an approved seven (7) year driving history and, any certifications or licenses required to operate machinery.</p>	<p>\$24.30</p>
9	<p>Delivery Svcs/ Operator Code D056 Driver Job Pay Grade 13N</p>	<p>Transport materials, supplies, and equipment between County buildings, libraries, and offices. Sort, pick up, and deliver items; maintain delivery van; conduct safety inspections; schedule routine maintenance; and perform other related duties as required. Qualifications: Must read, write, and speak English. A High School diploma, GED, or vocational training is required. Requires a current valid Florida driver's license, with an approved seven (7) year driving history.</p>	<p>\$24.30</p>

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.