

**AGREEMENT NO. 12029 BETWEEN ALACHUA COUNTY AND
CAREER CENTER, INC. d/b/a TEMPFORCE
FOR ANNUAL TEMPORARY PERSONNEL SERVICES RFP-22-21**

This Agreement is entered into on August 4, 2021, between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and CAREER CENTER, INC. d/b/a TEMPFORCE, LLC a Franchise Affiliate of RANDSTAD NORTH AMERICA, INC., a foreign limited liability company authorized to do business in the State of Florida, hereinafter referred to as "Contractor". Collectively the County and Contractor are referred to as the "Parties".

WITNESSETH

WHEREAS, the County issued Request for Proposal (RFP) No. 22-21 seeking Contractors to furnish Annual Temporary Personnel Services, in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to RFP No. 22-21, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to contract with the Contractor to provide the Services described in RFP No. 22-21 and the Contractor desires to provide such Services to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. Term.

1.1. This Agreement is effective for two year(s) beginning October 1, 2021 and continuing through September 30, 2023 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional two (2) year periods at the same terms and conditions outlined herein.

1.2. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit 1**, attached hereto and incorporated herein (collectively hereinafter the "Services"). The Parties acknowledge that the County entered into this Agreement upon the reliance of the processes and the programs presented by the Contractor in the Contractor's response to RFP No. 22-21.
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
 - 3.1. The Contractor is a professional qualified to perform the Services described in this Agreement and in Exhibit 1, attached.
 - 3.2. The Contractor warrants all the Services performed by the Contractor will be adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.
 - 3.3. The Contractor acknowledges that the County's observation, inspection or review of the Services performed in no way diminishes the Contractor's warranty pertaining to the Services performed.
4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Contractor:
 - 4.1. Request temporary staff from the Contractor as proscribed by agreed upon protocols.
 - 4.2. For employees provided by the Contractor (Assigned Employees):
 - 4.2.1. County will not substantially change the Assigned Employee's assignment or job duties without Provider's prior approval.
 - 4.2.2. Unless specifically authorized in Assigned Employees will not be placed in any jobs involving the lifting of items weighing In excess of fifty (50) pounds individually; operation of motor vehicles (including forklifts/powered industrial trucks) without Contractors prior written approval or unguarded machinery; work three (3) feet above floor level or work below ground level; work involving extremes of temperature; work requiring use of a respirator; work on or around navigable bodies of water; handling of cash, negotiable instruments, social security numbers, bank account numbers, or other non-public personally identifiable information, credit card information, valuables, merchandise, or similar property, or work involving handling of hazardous substances (as defined by OSHA).
 - 4.2.3. County shall provide a safe place to work, adequate supervision, time for meal and rest periods, and all necessary site-specific information, training, instructions and safety equipment. County's obligations under this Agreement shall extend to any position that may require or permit an Assigned Employee to perform any part of his or her job duties while

working at home.

5. **Method of Payment.** For all Services actually, timely and faithfully performed for the County pursuant to this Agreement, the Contractor will be paid as follows:

5.1. The Contractor shall be paid a sum that SHALL NOT EXCEED Six Hundred Thousand Dollars and 00/100 (\$600,000.00) for each Fiscal Year ("Annual Contract Price"). For the purposes of this Agreement, a Fiscal Year shall commence on October 1 and shall extend through September 30.

5.2. Payment shall be paid based on the following bill rate and markup:

5.2.1. Bill rate when benefits are provided, and paid for, by the Contractor:

County's minimum salary for the position plus the position percentage mark-up below

5.2.2. Bill rate when benefits are not provided, or paid for, by the Contractor:

County's minimum salary for the position, plus \$2.00 for GMW, in accordance with paragraph 5, plus the percentage mark-up below

5.2.3. Mark-up percentage:

Mark-up Percentage		
Clerical	Light Industrial	Medium Industrial
Sample job types: Staff Assistant, Fiscal Assistant, paraprofessionals, Accountants	Sample Job Types: Custodial, Lab Techs, Warehouse Clerks, positions lifting 30-50 Lbs. occasionally	Sample Job Types: General Labor, Grounds, Building Maintenance, positions lifting 30-50 lbs. regularly
Mark-up 29.75%	Mark-up 40%	Mark-up 43%

5.3. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for Services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such Services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the Services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all Services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any

portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department Director
Alachua County Procurement Department
12 SE 1st Street
Gainesville, Florida, 32601
lsapp@alachuacounty.us

- 5.4. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Career Center, Inc. dba TempForce, LLC
4740 NW 39th Place, Suite A Gainesville, FL 32606-7226
cbuchanan@tempforce.net

- 5.5. Except as otherwise authorized in this Section 5, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Services.

6. ALACHUA COUNTY GOVERNMENT MINIMUM WAGE.

- 6.1. The Services performed through this Agreement is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors/professionals and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
- 6.2. The Contractor shall provide certification, the form of which is attached hereto as **Exhibit 2**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
- 6.3. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered

services aware of the requirements.

- 6.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 6.5. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Department Director
Alachua County Procurement Department
12 SE 1st Street
Gainesville, Florida, 32601
lsapp@alachuacounty.us

Contractor:

Career Center, Inc. dba TempForce, LLC
4740 NW 39th Place, Suite A Gainesville, FL 32606-7226
cbuchanan@tempforce.net

with a copy to:

Randstad North America, Inc.
3625 Cumberland Blvd., Suite 600
Atlanta, GA 30339
rus-contracts@randstadusa.com

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32601
ATTN: Finance and Accounting
dmw@alachuaclerk.org

And

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts
Procurement@alachuacounty.us

7. Default and Termination.

- 7.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating this Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Procurement Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.
- 7.2. The County may also terminate this Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.
- 7.3. If funds to finance this Agreement become unavailable, the County may terminate this Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

8. Public Records.

8.1. General Provisions:

CONTRACTUAL SERVICES AGREEMENT NO. 12029 WITH CAREER CENTER INC., d/b/a TEMPFORCE LLC., FOR ANNUAL TEMPORARY PERSONNEL SERVICES RFP-22-21

- 8.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 8.1.2. In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 8.1.3. Contractor shall 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

8.2. Confidential Information:

- 8.2.1. During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."
- 8.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from

and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

8.3. Completion: Upon completion of the Services, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall 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 service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must 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 the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

8.4. Compliance: The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the County within a reasonable time.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

9. Insurance. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit 3**, attached hereto. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 3-A**.

10. Permits. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

11. Laws & Regulations. The Contractor will comply with all laws, ordinances, regulations, and building

code requirements applicable to the Services provided under and required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Services outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

The Contractor shall abide by and conduct its programs and the Services to the County in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights of Act of 1971, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

12. INDEMNIFICATION

12.1. To the maximum extent permitted by Florida law, the Contractor/Professional shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor/Professional or anyone employed or utilized by the Contractor/Professional in the performance of this Agreement. Contractor/Professional agrees that indemnification of the County shall extend to any and all Work performed by the Contractor/Professional, its subcontractors, employees, agents, servants or assigns.

12.2. The Contractor/Professional obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor/Professional insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

12.3. In any and all claims against the County or any of its agents or employees by any employee of the Contractor/Professional, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Professional or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

12.4. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

- 12.5. Contractor shall not be required to defend, indemnify or hold harmless the County or its officers or its employees any liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligent acts or omissions of County or County's breach of its obligations under this Agreement.
- 12.6. In no event shall either party be liable to the other party for any incidental, consequential, exemplary, special, or punitive damages or expenses or lost profits (regardless of how characterized and even if such party has been advised of the possibility of such damages) under or in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, statutory liability, or otherwise). County agrees that Contractor's entire liability to County for any cause of action under this Agreement, regardless of the form, shall in the aggregate be limited to direct damages for the specific services which are the subject of the alleged claim.
13. **Assignment of Interest.** Neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other Party.
14. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of this Agreement.
15. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
16. **Conflict of Interest.** The Contractor warrants that neither it, and to the best of its knowledge, nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
17. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
18. **Severability and Ambiguity.** It is understood and agreed by the Parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity

or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of this Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

19. **Non Waiver.** The failure of any Party to exercise any right in this Agreement shall not be considered a waiver of such right.
20. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.
21. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
22. **Amendments.** The Parties may amend this Agreement only by mutual written agreement signed by the Parties.
23. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
24. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.
25. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
26. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
27. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually

written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

28. U.S. Department of Homeland Security E-Verify System.

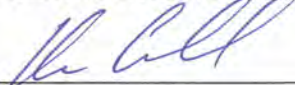
28.1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

28.2. The Contractor shall expressly require any subcontractors performing Work or providing Services pursuant to the County's Agreement to 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 term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

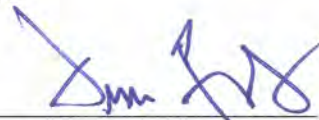
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: 
Ken Cornell, Chair
Board of County Commissioners
Date: 8/24/2021

ATTEST


J.K. "Jess" Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM

DocuSigned by:
Diana Johnson
9E797AC46776481...
Alachua County Attorney's Office

**CAREER CENTER, INC.
d/b/a TEMPFORCE, LLC**

By: Carolynn Buchanan
Carolynn Buchanan (Aug 9, 2021 13:01 EDT)
Print: Carolynn Buchanan
Title: Owner/Manager
Date: Aug 9, 2021

RANDSTAD NORTH AMERICA, INC.

By: Janee Brown
Janee Brown (Aug 6, 2021 17:07 EDT)
Print: Janee Brown
Title: Associate General Counsel
Date: Aug 6, 2021

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Scope of Services

1. General Requirements

- 1.1. When requested the Contractor shall provide personnel, in identified positions, on an as needed basis from any of the departments throughout the County/Library District. "Library District" is defined as the Alachua County Library District.
- 1.2. The Contractor shall be responsible to provide only competent and skilled temporary personnel to the County/Library District. The Contractor shall pre-test and train all workers as provided for in the Technical Specifications; provided that County shall provide any site specific training. The Contractor shall, upon demand from the County/Library District immediately removes any temporary worker who the County/Library District consider incompetent or undesirable.
- 1.3. Workers provided by Contractor shall be the employees of the Contractor. The Contractor shall be exclusively responsible for, and agree to indemnify the County/Library District against liability for the payment of any and all contribution or federal, state or city salary taxes, social security and Medicare taxes, taxes for unemployment insurance, pensions or annuities or for other purposes now or hereafter imposed by the Government of the United States, State of Florida or Alachua County, which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to or on behalf of persons employed by Contractor on work in connection with this Agreement.
- 1.4. The obligation of the County/Library District will be solely to compensate the Contractor for the number of hours provided in accordance with the Payment Terms in Paragraph 5 of the Agreement.
- 1.5. Position descriptions are provided for routine categories and job classification of anticipated temporary personnel are incorporated herein and made a part of this bid document. *Equivalent to (position).
 - 1.5.1. Accounting Clerk
 - 1.5.2. Administrative Assistant
 - 1.5.3. Animal Shelter Assistant
 - 1.5.4. Animal Technician
 - 1.5.5. Attendant (Solid Waste Attendant)
 - 1.5.6. Audio Visual Technician
 - 1.5.7. Building Mechanic
 - 1.5.8. Clerk Messenger (Library)
 - 1.5.9. Community Coordinator
 - 1.5.10. Computer Operator
 - 1.5.11. Custodian
 - 1.5.12. Customer Service Assistant
 - 1.5.13. Customer Service Representative
 - 1.5.14. Clerical Data Entry
 - 1.5.15. Clerical Database Manager
 - 1.5.16. Clerical Dispatcher

- 1.5.17. Clerical Diversion Resource Coordinator
- 1.5.18. Clerical Fiscal Assistant
- 1.5.19. Industrial Environmental Specialist
- 1.5.20. Clerical Geographic Information System Specialist (GIS Coordinator)
- 1.5.21. Clerical Geographic Information System Technician (GIS Technician)
- 1.5.22. Industrial Laborer I
- 1.5.23. Industrial Laborer II
- 1.5.24. Clerical Local Area Network Manager (Network Manager)
- 1.5.25. Industrial Maintenance Worker
- 1.5.26. Clerical Office Assistant
- 1.5.27. Clerical Paralegal
- 1.5.28. Clerical Production Coordinator/Producer (same as AV Technician)
- 1.5.29. Clerical Program Coordinator
- 1.5.30. Clerical Program Manager
- 1.5.31. Clerical Programmer
- 1.5.32. Clerical Purchasing Agent
- 1.5.33. Clerical Receptionist
- 1.5.34. Clerical Senior Administrative Assistant
- 1.5.35. Industrial Senior Environmental Specialist
- 1.5.36. Clerical Senior Office Assistant
- 1.5.37. Clerical Senior Staff Assistant
- 1.5.38. Clerical Special Project Coordinator
- 1.5.39. Clerical Staff Assistant
- 1.5.40. Clerical Staff Assistant I (Library)
- 1.5.41. Clerical Staff Assistant II (Library)
- 1.5.42. Industrial Technician
- 1.5.43. Industrial Technician (Traffic Maintenance Technician)
- 1.5.44. Clerical Tourist Program Assistant

2. Testing and Training

- 2.1. The Contractor shall be responsible for conducting the following services upon request by the County/Library District and which shall be billed in accordance with the rates stated on the Bid Schedule:
- 2.2. Health Assessments at the request of the County/Library District the Contractor will conduct or have conducted health assessment to determine an employee's general state of health and physical ability to perform the job for which the employee is requested.
- 2.3. Drug Testing will be required for certain job classifications. The Contractor shall be responsible for conducting such drug testing at the request of the County/Library and in accordance with all federal regulations.
- 2.4. Criminal Record Checks will be required for certain job classifications at the request of the County/Library.
- 2.5. Credit Record Checks will be required for certain job classifications at the request of the County/Library.

- 2.6. The Contractor must train and test employees for proficiency on office equipment and software and check for proficiency on light and heavy equipment, etc., as provided by the job classification. The Contractor shall confirm the validity of all required licenses.
- 2.7. Temporary Employees must have appropriate valid driver's licenses for job classifications requiring the operation of motor vehicles.
- 2.8. The Contractor will assure that all employees are familiar with all safety practices of the County/Library as established by the Risk Management Department. The Contractor shall obtain copies of safety practices from Alachua County Risk Management Department. All testing and training must be fair and non-discriminatory and should follow (FLSA) Labor and Justice Department rules and requirements as prescribed under law.
- 2.9. The County reserves the right to visit the Contractor's site to observe the testing and training procedures to evaluate the Contractor's ability to continue to provide Services as required.

3. Hiring of Contractor's Employees

If, after using the Contractor's employees, the County/Library District should at any subsequent time put any of these employees on its own payroll, the Contractor will waive all rights to and requirements for a payment of a fee reimbursing the Contractor for damage suffered as a result of the loss of the training and advertising invested in that employee.

4. Terms and Hours of Work

- 4.1. Workers supplied by Contractor shall be required to work the normal hours for the position being temporarily filled, whether a 4, 8, 10 or 12-hour shift.
- 4.2. Employees may not exceed forty (40) hours per week without written approval from the Department/Division Head of the requesting department of his or her designee. The Contractor will be compensated for authorized overtime at the rate not to exceed 1.5 times the billing rate for that job classification.

5. Reports

The Contractor shall provide individual reports for personnel to Alachua County/Library District upon request.

6. Add/Delete

The County reserves the option to add item(s) within the Scope of the Services by accepting a mutually agreed upon price in accordance with the position mark-up as detailed in Paragraph 5 or by obtaining such items via the County's regular Procurement Procedures.

7. Holidays

The following days shall be holidays recognized by the County. If any recognized holiday falls on a Saturday, the preceding Friday shall be observed as a holiday and if any recognized holiday falls on a Sunday, the following Monday shall be observed as a holiday.

New Year's Day	January 1
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Martin Luther King's Birthday	Observed in conjunction with Alachua County School Board Holiday
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November and the Friday after Thanksgiving
Christmas Day	And one additional holiday to be designated by the Administrating Official in conjunction with Christmas Day

Exhibit 2: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance ("Wage Ordinance").

TEMPFORCE -GAINESVILLE FL
PO BOX 742689
ATLANTA, GA 30374-2689
3522132494
Email Address: cbuchanan@tempforce.net

Project Description: *Contractual Services Agreement between Alachua County and TempForce to Provide Temporary Staffing*

CAREER CENTER, INC. d/b/a **TEMPFORCE, LLC**

By: Carolynn Buchanan
Print: Carolynn Buchanan
Title: Owner/Manager
Date: Aug 9, 2021

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 3: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTRACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may be caused by the performance of the work hereunder by the contractor/vendor, his agents, representatives, or employees.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all, Hired and Non-Owned automobiles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL, EMAIL or FAX CERTIFICATES

Exhibit 3-A: Certificate of Insurance