

Grants & Contracts - Transmittal Memo

DATE: December 13, 2017

FROM: Purchasing Division, Contracts

TO: Kelli Hutchins, Ken Fair

CONTRACT #: 10766

VENDOR: JMI Staffing Solutions Inc.

DESCRIPTION: #10766 JMI Staffing Solutions Inc. for Staffing Services at the Material Recovery Facility RFP 18-62

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 12/12/2017

RECEIVED ON: December 13, 2017

TERM START: 12/12/2017

TERM END: 9/30/2018

AMOUNT: \$1,000,000.00

ACCOUNT:

ENCUMBRANCE #:

RFP/BID #: 18-62

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

COPY TO: Finance and Accounting
Risk Division
File

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY AND JMI
STAFFING SOLUTIONS INC., FOR STAFFING SERVICES AT THE MATERIAL
RECOVERY FACILITY, RFP #18-62**

This Agreement is entered into this 12th day of December, 2017 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **JMI Staffing Solutions Inc**, doing business at **1930 Land O'Lakes Blvd, Suite 11 Lutz, Fl. 33549** hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the County issued RFP #18-62 seeking proposals from licensed professionals for the provision of **Annual Staffing Services for Solid Waste Materials Recovery Center** for the benefit of **Solid Waste/Materials Recovery Center (MRF) Department**; and

WHEREAS, after evaluating and considering all timely responses to RFP #18-62, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the services described in RFP #18-62 and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein, and

WHEREAS, the Contractor is qualified to provide these services.

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

1. **Term.** This Agreement is effective commencing October 16, 2017 and continuing through September 30, 2018 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.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Attachment "A."**
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.
 - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.
 - 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.
4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid an amount not to exceed \$1,000,000.00 annually.
- 4.1. The Contractor shall be paid by the following fee schedule:

Job Title/ Work Comp Code	Markup for Regular Time (%)	Employee Pay Rate for Regular Time	Hourly Bill Rate for Regular Time	Markup for Over Time (%)	Employee Pay Rate for Overtime (1.5X Pay)	Hourly Bill Rate for Overtime
Material Sorter (Bridges Work Release)	42 %	\$ 8.25	\$ 11.72	38 %	\$12.38	\$ 17.08
Material Sorter (Regular)	42%	\$13.00	\$18.46	38%	\$19.50	\$26.91

4.2. As a condition precedent for any payment, the Contractor shall submit weekly, 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:

Solid Waste/Resource Recovery
Material Recovery Facility
5121 NE 63rd Ave
Gainesville, FL 32609

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

JMI Staffing Solutions, Inc.
1930 Land O' Lakes Blvd.
Suite 11
Lutz, FL 33549

4.4 No Additional reimbursable expenses will be paid under this Agreement.

5. **Alachua County Minimum Wage:** Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract.

- 5.1. Current required Alachua County Government Minimum Wage is \$13.00 per hour when health benefits are provided at the equivalent value of \$2.04 per hour and \$15.04 when health benefits are not provided (collectively, the "Minimum Wage").
- 5.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 5.3. The Contractor must provide certification, **Attachment D**, 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 the Agreement.
- 5.4. 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.
- 5.5. 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, F.S.

5.6. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

6. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Contractor:

6.1. Request temporary staff from the Contractor as proscribed by agreed upon protocols.

6.2. For employees provided by the Contractor (Assigned Employees):

6.2.1. County will not substantially change the Assigned Employee's job assignments or job duties without Provider's prior approval.

6.2.2. Unless specifically authorized in Attachment "A", and subject to Section 12 herein, County agrees that Assigned Employees will not be placed in any jobs involving the lifting of items weighing in excess of fifty (50) pounds individually; 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).

7. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless delivered by personal delivery 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 representative are:

County:

Director
Solid Waste and Resource Recovery
5620 NW 120th Lane
Gainesville, FL, 32601

Contractor:

JMI Staffing Solutions, Inc.
1930 Land O' Lakes Blvd.
Suite 11
Lutz, FL 33549

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

Jess K. Irby II
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts/Grants

8. Default and Termination.

- 8.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the 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 Solid Waste Director 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.
- 8.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services 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 Agreement amount earned through the date of termination, and Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, regardless of whether direct, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four 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 any notice of termination.

9. Project Records.

9.1. General Provisions:

- 9.1.1. 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 Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

- 9.1.2. In accordance with Section 119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under 119.011(2), F.S., 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 Professional or 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.
- 9.1.3. 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 Professional does not transfer the records to the County.

9.2. Confidential Information:

- 9.2.1. During the term of this Agreement or license, the Professional may claim that some or all of Professional'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 Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."
- 9.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional 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. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional 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 or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

- 9.3. Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Professional or keep and

maintain public records required by the County to perform the service. If the Professional 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 Professional 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.

9.4. Compliance

9.4.1. If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.

9.4.2. A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10

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, THE CONTRACTOR SHALL CONTACT THE COUNTY'S DIRECTOR OF SOLID WASTE AND RESOURCE RECOVERY AT 352-548-1282, SCP@ALACHUACOUNTY.US, 5620 N.W. 120th LANE, GAINESVILLE, FL 32653

10. **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 **Attachment "B"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "1"**
11. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.
12. **Laws & Regulations.** The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work 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 work 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.

13. Indemnification.

13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and its

Constitutional Officers, Commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

13.2. 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.

14. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, 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.

15. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

16. **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 the agreement.

Policies and decisions of Contractor, which may be represented by Contractor in performance of this Agreement, shall not be construed to be the policies or decision of the County.

17. **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.
18. **Conflict of Interest.** The Contractor warrants that neither it 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.
19. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
20. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
22. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. The sole and exclusive venue for any action under this Agreement shall be Alachua County, Florida.
23. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
24. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
25. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
26. **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.
27. **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.
28. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

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: [Signature]
Lee Pinkson, Chair
Board of County Commissioners
Date: 12/12/2017

ATTEST:

[Signature]
J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: [Signature]
Print: Christina Davenport
Title: VP

PROFESSIONAL

By: [Signature]
Print: MARTIN DAVENPORT
Title: PRESIDENT
Date: 11-14-17

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

ATTACHMENT A: SCOPE OF SERVICES

SCOPE OF SERVICES

1. Assign a dedicated Account Manager to Alachua County.
2. Provide service seven (7) days a week, regardless of shift time.
3. Recruit, screen (to include e-verify), interview and assign its employees to perform the work and duties specified by Alachua County.
4. Recruit from the local Bridges of America program for workers when recruiting sorters/labors.
5. Service requires adequate amount of employees to sort recyclable materials (Plastics, Aluminum Cans, Steel Cans, Gable Tops, Newspaper, Cardboard, Out Throws, Glass and etc) and perform other duties as needed.
6. Pay assigned employees' wages based on the recorded times authorized and provided by Alachua County. Provide a weekly consolidated invoice to Alachua County.
7. At Alachua County's request, provide criminal back ground check and drug screening as permitted by law.
8. Offer assigned employees a Health and Benefits Plan in compliance with the "Affordable Care Act" (ACA) to include, but is not limited to: Medical, Dental, Vision, Term Life and Short-Term Disability Insurance. Employees must meet the specific requirements to obtain and retain these benefits.
9. Pay, withhold, and transmit all Federal and State mandatory payroll taxes; provide unemployment insurance and workers compensation benefits.
10. Provide Personal Protective Equipment (PPE) as required by Alachua County. (Safety Toe work boots, Safety Glasses, Hearing Protection, dust masks, Needle Resistant Gloves, Regular Work Gloves, Kevlar Sleeve (24") and 5 Point Break Away Safety Vest (Lime Green with Reflective Stripes).
11. Appoint the appropriate number of assigned employees to handle daily issues and PPE checks (Making sure everyone has proper PPE equipment, making sure all assigned employees report to Alachua County on time, dressed and ready to work) with the assigned employees (Examples: Crew Leaders or Line Leaders).
12. Provide safety training and monthly safety meetings for assigned employees. Coordinate with Alachua County's Safety Manager.
13. Coordinate any minor worker compensation issues with assigned employees and Alachua

County.

14. Coordinate any major worker compensation issues with assigned employees, Alachua County's Safety Manager and Alachua County's Human Resource Department.

15. Comply with all applicable Federal, State and Local employment laws and regulation; Alachua County will be held harmless from any claims or damages caused by noncompliance within any such laws.

16. Require assigned employees to sign agreements acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by County.

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ATTACHMENT B: 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 arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

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 Owned vehicles, Hired and Non-Owned vehicles 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 who's 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 owned, 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 Thirty (30) day 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 form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. 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 1: CERTIFICATE OF INSURANCE

Client#: 1067648

JEHUMAN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER USI Insurance Services, LLC 1715 N. Westshore Blvd. #700 Tampa, FL 33607 813 321-7500		CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL: ADDRESS:															
INSURED JEHU Management, Inc. 1930 Land O' Lakes Blvd., Suite 11 Lutz, FL 33549		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C : Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance Company	10120	INSURER B : Zurich American Insurance Company	16535	INSURER C : Hartford Accident and Indemnity Company	22357	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Hartford Accident and Indemnity Company	22357																
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:		91ML000868171	07/01/2017	07/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY		91ML000868171	10/22/2017	10/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
C	☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		21UECHF2897	07/01/2017	07/01/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$		91CU000810171	07/01/2017	07/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC380453202	07/01/2017	07/01/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab		91ML000868171	07/01/2017	07/01/2018	\$1MM Occ/\$3MM Agg
A	Crime		91CR000174171	07/01/2017	07/01/2018	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Temporary Staffing Firm - Other Named Insureds: JMI Staffing Solutions, Inc.; JMI Professional Services, Inc.

Crime Coverage:

Loss of Assets - Limit \$1,000,000 / Deductible \$10,000

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Alachua County Board of County
 Commissioners Risk Management
 12 SE 1st Street
 Gainesville, FL 32601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Loss of Clients Assets - Limit \$1,000,000 / Deductible \$10,000
Loss of Employee Benefit Plan Assets Limit \$1,000,000 / No Deductible
Credit Card Forgery Limit \$1,000,000 / Deductible \$10,000
Employee Dishonesty or Agent Theft Limit \$1,000,000 / Deductible \$10,000
Forgery Limit \$1,000,000 / Deductible \$10,000
Impairment (Loss Inside or Outside Premises) Limit \$1,000,000 / Deductible \$10,000
Non-Payment of Money Order / Counterfeit Paper Currency Limit \$1,000,000 / Deductible \$10,000
Computer Fraud Limit \$1,000,000 / Deductible \$10,000
Fund Transfer Limit \$1,000,000 / Deductible \$10,000
Legal Liability Fidelity Limit \$1,000,000 / Deductible \$10,000
Trade Secret Fidelity Limit \$1,000,000 / Deductible \$10,000

ATTACHMENT D: 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 III of the Alachua County Code of Ordinance ("Wage Ordinance").

JMI Staffing Solutions, Inc.
1930 Land O' Lakes Blvd.
Suite 11
Lutz, Fl. 33549

Project Description: Staffing Service for the Material Recovery Facility

ATTEST (By Corporate Officer)

By: Christina Davenport

Print: Christina Davenport

Title: V.P.

CONTRACTOR

By: Martin Davenport

Print: MARTIN DAVENPORT

Title: PRESIDENT

Date: 11-14-17

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Auditorium
Second Floor
12 SE 1st Street
9:00AM

December 12, 2017 BoCC Regular Meeting 9:00AM

Agenda Item #26.

Agenda Item Name:

Agreement with JMI Staffing Solutions, Inc. for Annual Staffing Services for the Solid Waste Materials Recovery Facility

Presenter:

Sally Palmi, (352) 548-1282

Item Description:

The Solid Waste and Resource Recovery Department is requesting approval of this Agreement with JMI Staffing Solutions, Inc. for annual staffing services at the Materials Recovery Facility (MRF), as it is a crucial part of their daily operations. The MRF uses a staffing company to staff the Facility with 22 sorters for a normal scheduled week.

The Agreement with JMI Staffing Solutions, Inc. will be for a one (1) year term, commencing on October 16, 2017 and ending on September 30, 2018. The County will have the option to renew this Agreement for two (2) additional two (2) year periods.

Recommended Action:

Approve the Agreement with JMI Staffing Solutions, Inc. for Annual Staffing Services for the Solid Waste Materials Recovery Facility.

Prior Board Motions

On October 24, 2017, the Board of County Commissioners authorized staff to negotiate an agreement with JMI Staffing Solutions, Inc. as they were the most responsive bidder to the RFP.

Fiscal Consideration:

The Materials Recovery Facility (MRF) requires staffing for sorting recyclable commodities into their appropriate market categories daily, as well as equipment operators. Without this service, the MRF cannot perform their daily operations. The Solid Waste and Resource Recovery Department is requesting approval of the Agreement between Alachua County and JMI Staffing Solutions, Inc., as these services have already been accounted for in the FY2018 budget. Budgeted for \$908,810 in account 400.76.7660.534.31.70.

Background:

Alachua County was engaged in a public private partnership with SP Recycling Corporation for the operation

of a Materials Recovery Facility (MRF), located in a building designated and designed by Alachua County for that purpose, since 2001. In December 2014, SP Recycling Corporation and the County mutually decided to terminate their Agreement and the County would assume the operations of the MRF, including the equipment, agreements, employees and contracts for operating the Facility.

The MRF needs the ability and flexibility of a temporary staffing service to include off hours and on-call situations such as, equipment down time, holiday coverage and managing the flow of materials through the MRF to sort the materials received into the correct grade types for mills on market demand. The MRF processes an average of 1,675 tons of material monthly and requires flexibility from plant staff.

In the ongoing evaluation of operating the MRF in the most environmental and economically sound manner, the service to employ the temporary workforce that are responsible for sorting and preparing recycling commodities for resale were competitively solicited. RFP #18-62, Annual Staffing Services for the Solid Waste Materials Recovery Facility was advertised on May 17, 2017 and May 24, 2017. The deadline to respond was set for June 14, 2017, and the County received responses from three (3) companies. On October 24, 2017, the Board of County Commissioners authorized staff to negotiate an agreement with JMI Staffing Solutions, Inc. as they were the most responsive bidder to the RFP.