BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 109-2015

R109-2015: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO RENEW RFP NO. 2015-151 FOR TEMPORARY EMPLOYEE SERVICES WITH EMERALD LABOR LLC, MANPOWER, AND GENERAL LABOR STAFFING SERVICES INC., ALL OF STUART FLORIDA, FOR THE FIRST OF TWO POSSIBLE RENEWAL PERIODS THROUGH DECEMBER 31, 2016, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The City Commission of the City of Stuart, Florida hereby approves the renewal of the first of two renewal periods for RFP No. 2015-151 with Emerald Labor Source LLC, Manpower, and GL Staffing Inc., all of Stuart, Florida; to provide temporary employee services for the period beginning January 1, 2016 through December 31, 2016.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 109-2015
Approve the 1st Renewal period for RFP #2015-151, Temporary Employee Services

ADOPTED this 14th day of December 2015.

Commissioner GLASS LEIGHTON offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CAMPENNI and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT
JEFFREY A. KRAUSKOPF , MAYOR	X		
KELLI GLASS LEIGHTON, COMMISSIONER	X		
TOM CAMPENNI, COMMISSIONER	X		
TROY MCDONALD, COMMISSIONER	X		
EULA R. CLARKE, COMMISSIONER			X

ATTEST:

CHERYL WHITE
CITY CLERK

JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Amanda Reed
Procurement Specialist
areed@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-1202
www.cityofstuart.us

October 27, 2015

Via Email Transmission: Rob.Vorse@Manpower.com

Manpower
Attn: R. Michael Vorse, President
1650 S Kanner Hwy
Stuart, FL 34994

Subject: Renewal for RFP #2015-151, Temporary Employee Services

Dear Mr. Vorse,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Temporary Employee Services for the period beginning January 1, 2016 and ending on December 30, 2016, which represents the 1st of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract. We are in receipt of your Certification of Liability, Property Damage, and Automobile Liability, and Worker's Compensation as outlined in the RFP.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response is requested by no later than November 6, 2015. You may fax your response to (772) 600-1202 or email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Amanda Reed

Amanda Reed
Procurement Specialist

cc: 2015-151 File
Linda Toppi, Human Resources Director

☑ I hereby agree to the contract renewal as specified of the subject Agreement

☐ I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Rob Vorse
Printed Name

10/28/2015
Date

Vice President
Title

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 112-2014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUEST AWARD OF RFP #2015-151, TEMPORARY EMPLOYEE SERVICES TO THE FOUR MOST QUALIFIED AND HIGHEST RANKED FIRMS; MANPOWER, TAMPA SERVICE COMPANY, INC., DBA PACESETTER PERSONNEL SERVICES, EMERALD LABOR SOURCE LLC, AND GL STAFFING SERVICES INC., ALL OF STUART, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the award of RFP #2015-151, Temporary Employee Services to the top four ranked firm, Manpower, Tampa Service Company, Inc., DBA Pacesetter Personnel Services, Emerald Labor Source LLC, and GL Staffing Services Inc. All four firms have offices located in Stuart, Florida.

SECTION 2: This resolution shall take effect upon adoption.

Res. 112-2014
Request Award of RFP #2015-151, Temporary Employee Services

ADOPTED this 8th day of December 2014.

Commissioner KRAUSKOPF offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CAMPENNI and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT
KELLI GLASS LEIGHTON, MAYOR	X		
JEFFREY KRAUSKOPF, VICE MAYOR	X		
TOM CAMEPNNI , COMMISSIONER	X		
EULA CLARKE, COMMISSIONER	X		
TROY MCDONALD, COMMISSIONER	X		

ADOPTED this 8th day of December, 2014.

ATTEST:

CHERYL WHITE
CITY CLERK

KELLI GLASS LEIGHTON
MAYOR

REVIEWED FOR FORM AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

STANDARD "SHORT FORM CONTRACT
BETWEEN CITY OF STUART AND CONTRACTOR
FOR TEMPORARY EMPLOYEE SERVICES

CONTRACTOR: **MANPOWER**
1650 S. KANNER HIGHWAY
STUART, FL 34994

PROJECT: **RFP #2015-151: TEMPORARY EMPLOYEE SERVICES**

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the 1st day of January, 2015 by and between "Manpower" referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Temporary Employee Services by the Contractor and the payment for those services by City as set forth below.

II. STATEMENT OF WORK

The Contractor shall provide Temporary Employee Services pursuant to this Contract as hereinafter provided. These services will include taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the Billing Rates as provided on the approved schedule.

Section 1. Statement of Work

Contractor shall provide temporary employee's qualified and able bodied personnel on an as needed basis for various City departments to perform the services as outlined in the job descriptions, including but not limited to Technical, Non-technical, and skilled descriptions as described in Exhibit A (Contractor's response to RFP #2015-151 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the appropriate City officials.

2.2 Invoices

Contractor shall submit weekly invoices to the City for work accomplished under this Contract. Each invoice shall be detailed with type of position, date worked, hourly labor rate, hours worked, and purchase order number, including a copy of the approved time sheet.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

Section 3. Contractor Responsibility

3.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

3.2 Standards/Regulations

Contractor's compliance with standards and regulations to include, but not be limited to: OSHA, required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), minimum wage requirements, and United States citizenship. Contractor services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal regulations related to temporary employee leasing.

3.2 Responsibility for Work

The Contractor must be qualified to perform the work as outlined in the job description provided herein. The City reserves the right to request immediate replacements for personnel in the event that any personnel assigned to the City is found to be unqualified for any specific assignment, the City has the right to return such employee at no cost to the City. The City shall be the sole judge of qualification and its decision shall be final.

The Contractor will be the legally responsibly employer for the temporary personnel during the time they are assigned to work at the City. All employees of the proposer shall be considered to be, at all times, the sole employees of the proposer under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City. Each employee shall have and wear proper identification. The employees utilized under this agreement will be provided with and shall follow all policies and procedures of the City.

The Contractor hereby agrees that it is the common law employer of any Personnel provided by Contractor to Employer. Contractor agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall Employer be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate for purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate").

The Supervisor assigned to the City account is Angela Nunez. The Supervisor is responsible to keep the City informed of the contractor's activities, oversee all work performance, and coordination of services. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the City.

The Contractor shall make necessary payroll deduction and corresponding tax insurance payments; strictly comply with immigration and Naturalization Service reporting by processing the form I-9's as required by federal law; supply State unemployment insurance and workers compensation insurance for all temporary employees provided to the City pursuant to this Contract; and maintain a pool of temporary employees to provide customers' temporary employment staffing needs.

Section 4. Contractor's Records

4.1 Claims

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

4.2 Documentation

Contractor shall provide documentation upon request for all temporary employee's at the Contractor's expense for Pre-employment drug screening, Authorization to work in the US, Statewide criminal check (minimal of 10 years), Nationwide criminal/Discover (check state criminal records and sexual predator databases for all states, and positions associated with children services requiring fingerprinting and criminal records search, and education verification.

Section 5. Termination

5.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

5.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

5.3 Default

In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, the City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

Section 6. Damage Fees (Temporary to Permanent)

In the event that the City employs a temporary employee, damage fees (temporary to permanent charge) shall not be accessed if the temporary employee has worked for the City a minimum of 160 hours. In the event the City employs a temporary employee that has worked less than 160 hours, the damage fee will not exceed one (1) weeks payment to the Contractor for the employee.

Section 7. Persons Bound by Contract

7.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

7.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

7.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

7.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 8. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's Affiliates and their officers, directors, employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract or from and against any Claims in any way arising from or related to a failure to offer health coverage to Personnel which failure results in the assessment of a penalty against Employer.. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 9. Insurance.

9.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Proposal and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds $5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit C**" attached hereto.

9.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 10. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 11. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 12. General Conditions

12.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

12.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

12.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

12.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

12.5 Contract Amendment

The City may require additional positions not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

12.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

12.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 13. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

IV. EXHIBITS INCLUDED IN AGREEMENT

"**Exhibit A**" - "Proposal as Submitted by Respondent and Accepted by City"

"**Exhibit B**" - "Original Request for Proposal as Issued by City, including all Addenda"

"**Exhibit C**" - "Insurance and Indemnification."

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

CHERYL WHITE
CITY CLERK

Lisa Wolf, Deputy Clerk

KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

(Signature)

(Signature)

CONTRACTOR

(Signature)

R. MICHAEL VORSE
Printed Name

PRESIDENT
Title

EXHIBIT A

PROPOSAL AS SUBMITTED BY RESPONDENT AND ACCEPTED BY THE CITY OF STUART "

Request for Proposal

City of Stuart

Proposal Number RFP #2015-151
Temporary Employee Services

Submitted: November 12, 2014

By: Manpower

Manpower

Manpower
1650 S. Kanner Highway
Stuart, FL 34994
USA

T: +1 772.287.5359
F: +1 888.473.6912

Letter of Transmittal:

November 12, 2014

Lenora Darden, Procurement Buyer
City of Stuart
Procurement & Contracting Services Division
121 S.W. Flagler Avenue
Stuart, FL 34994

RE: RFP #2015-151 Temporary Employee Services

Dear Ms. Darden:

Manpower appreciates the opportunity to submit a proposal in response to Request for Proposals RFP#2015-151 for Temporary Employee Services for the City of Stuart for various city departments on an as needed basis. Given our history and experience with government and municipalities, we are a proven partner ready to continue our service as your primary provider. It is crucial that City of Stuart aligns with a strong, steady partner to secure the highest quality support and services at the best price. Manpower understands the scope of services as outlined in the RFP. Our proposal will illustrate that we have provided temporary employee services for more than 30 years, that we maintain a pool of temporary employees to provide customers' temporary employment staffing needs and the personnel employed by Manpower are capable employees, age 18 years or older.

Manpower opened our doors on the Treasure Coast in 1980 and in Stuart 1984 and has had contracts with St. Lucie County for at least 21 years, with Indian River County for more than 10 years, and with the Indian River County School District. We have had experience with the City of Ft. Pierce, St. Lucie County School District, the City of Vero Beach, City of Stuart, City of Delray Beach, City of Boynton Beach, City of Palm Beach Gardens, City of Lake Worth, City of Riviera Beach, Town of Palm Beach, Town of Sewall's Point and other government entities. Our knowledge of the employment industry and our experience in working with businesses like yours on the Treasure Coast and in Palm Beach County, allow us to provide you with exceptional service and employment tools designed to meet your specific needs.

Manpower understands governmental procedures and the staffing criteria necessary to exceed the expectations of the City of Stuart. For more than twenty years of working with St. Lucie County and other governmental municipalities, Manpower has demonstrated that we have the knowledge of your needs and expectations, and the experience to recruit, assess, and train associates for the City of Stuart.

Our years of success are the direct result of proven methodologies for assessing and predicting the performance of candidates. Manpower has developed a comprehensive approach to the design and implementation of a staffing program that fits your requirements. Our primary service goes well beyond providing temporary help — we also strive to enhance your productivity and improve quality. We do this through the use of Manpower's proprietary, patented and proven Predictable Performance Plus system (PPS+), which focuses on a proactive approach to your specific requirements, including recruiting, background screening, drug testing, safety training, skills assessment, performance management, and other quality measures. This system is aimed at one objective — making the best match of associates to your specific needs and guaranteeing your satisfaction.

We listen to understand the needs of our clients because making the best match of temporary worker to your detailed, specific needs is our goal. Manpower's structured system captures the skills and the experiences of our associates. This means:

- All interviewing and testing processes are built to maximize information about work-related experiences.
- Free, thorough training in various areas provides associates with advanced and emerging skills not readily available in the marketplace.

Manpower
1650 S. Kanner Highway
Stuart, FL 34994
USA

T: +1 772.287.5359
F: +1 888.473.6912

- Programs promote, maintain, and monitor quality performance by both associates and Manpower service staff.

Quick Response — We respond immediately to your requests for associates with:

- A confirmation call providing the name of the assigned associate and a verification of his or her skills to your needs.
- Ongoing recruiting efforts that attract skilled associates in order to have a large pool of qualified individuals to place on your assignments.

Service by a Competent, Professionally Trained Staff — Manpower service staff is professionally trained with the most extensive training support process in the temporary help industry. We have the training and the tools to consistently support a high level of service which include:

- Formal training seminars that cover aspects of Manpower's products, client service, and selling skills.
- Tools that facilitate visits to your locations to gather specific details about your environment and your needs.
- Knowledge and experience to offer and implement all of Manpower's value-added resources.

Our proposal is made without collusion with any other person or entity submitting a proposal pursuant to RFP #2015-151. As President of the local franchise, I am authorized to negotiate on behalf of Manpower with the City of Stuart.

As your staffing partner, we will continue to structure solutions that are configured to your employment needs based on our experience, and qualifications as outlined in the following Tabs of this proposal. As you review all the proposals, we ask that you consider the value that Manpower can continue to deliver to the City of Stuart.

Sincerely,

R. Michael Vorse
President

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Tab 1 – Experience/Knowledge/Qualifications

Manpower description:
Global Headquarters – Milwaukee, Wisconsin
Regional Headquarters – Palm Beach Gardens, Florida
Local office – Stuart, Florida

Everything begins and ends with meeting the City of Stuart's needs. Manpower has extensive experience in providing industrial, clerical and professional solutions for thousands of clients. From small manufacturing or production facilities to Municipalities and large scale industry leaders, Manpower places more than 147,000 associates each week in industrial positions and more than 400,000 associates in clerical positions. Manpower is the recognized leader in human capital management and one of few companies within our industry that can provide a local, national, or worldwide program. Through its network of over 750 offices in the U.S., and six offices on the Treasure Coast and Palm Beach County, Manpower offers a complete range of service offerings to help any company – no matter where it is in its business evolution – raise productivity through improved strategy, quality, efficiency and cost reduction across its workforce.

With over 65 years of experience (over 30 years locally on the Treasure Coast), recruiting, screening and selecting individuals for similar positions as those listed in the RFP #2015-151, we can ensure that our associates possess the skills required by the City of Stuart. With more than 20 years of experience successfully servicing St. Lucie County, three years servicing City of Stuart, and other government agencies on the Treasure Coast and Palm Beach County, Manpower has demonstrated that we leverage our experience, knowledge, and systems to deliver an efficient and effective level of service.

Manpower is authorized to do business in 80+ countries. The local Franchise is incorporated in Florida and is licensed in Palm Beach, St. Lucie, Martin, and Indian River County. Attached are copies of the Florida Corporate Filings, Fictitious Name Detail, & Stuart Occupational License.

Manpower has offices in Palm Beach, Indian River, St. Lucie and Martin Counties. In the past we have provided services to Okeechobee County employers through our St. Lucie County office by making on-site visits to complete the intake process of candidates.

Following are Manpower's local offices:

Palm Beach County
11211 Prosperity Farms Rd.
Suite C-210
Palm Beach Gardens, FL 33410

Indian River County
1814 Commerce Ave Suite C
Vero Beach, FL 32960
(772) 562-4330

St. Lucie County
584 N.W. University Blvd.
Suite 708
Port St. Lucie, FL 34986
(772) 464-7771

Martin County
1650 S Kanner Hwy
Stuart, FL 34994
(772) 287-5359

Manpower

Manpower
1650 S. Kanner Hwy
Stuart, FL 34994
USA
T: +1 772-287-5359
F: +1 888-473-6912

The following summarizes the diligent steps taken by Manpower to assign qualified, productive, and safety-conscious associates to City of Stuart:

- Sourcing the Right Candidates – candidates are proactively recruited through a variety of methods that have been tested and proven to source qualified candidates. Our multi-level recruitment program is an ongoing activity to ensure a ready pool of qualified associates, (background screened and drug tested) to meet the City of Stuart's requirements. In addition, Manpower can perform Education Verification.
- Screening and Assessment – every candidate goes through Manpower's **PPS+ System**, a patented, proprietary, and proven screening process. For Industrial positions, candidates are also administered Manpower's proprietary Ultradex skills battery and Safety Training, measuring competencies relevant in industrial environments. These Manpower best practices are designed to identify the most qualified candidates in an expeditious manner.
- One on One Interviews - One of the most significant steps Manpower takes when we screen and assimilate a candidate into our system – and eventually, into an assignment at the City of Stuart – is the one-on-one candidate interview. (Please see more detailed information in Tab 2 Operational Plan – Recruiting & Screening Procedures).
- Pre-employment Testing – Manpower can administers pre-employment drug tests, criminal background checks and education verification for any associates assigned to the City of Stuart and only assign those individuals who meet the criteria to work at the City.
- Employment Verification – every associate's work authorization is verified with a photo I.D. and the social security number is run through the Department of Homeland Security ***E-Verify*** software. (Please see more detailed information in Tab 2 Operational Information – Recruiting & Screening Procedures)
- Employment References – every candidate's previous employment is verified through rigorous reference checks with their immediate supervisor, owner of the company, or the Human Resources department to verify that dates of employment are accurate.
- Onboarding Associates – qualified associates go through an extensive orientation before being sent on assignment to the City of Stuart. Associates are instructed on Manpower policies and benefits and watch harassment videos and receive Safety Training. All associates who are assigned to the City of Stuart for Light Industrial or Industrial positions must pass our Safety assessment after receiving Safety Training. (Please see more detailed information in Tab 2 Operational Plan – SafetyTraining)

Days Required for Placement – Since we proactively recruit and maintain a pool of background screened candidates ready to be dispatched immediately upon request from City of Stuart, our response time would be within 4 hours of receiving a requirement to one day to fill for most positions. For positions that are highly skilled, licensed and in frequently required, it may take Manpower a few days to source for these types of skills. However, once we know that there will be an upcoming requirement, we will search our database and begin sourcing activities to ensure that we have candidates readily available to send to the City of Stuart. (Please see more detailed information in Tab 2 Operational Plan – Lead time & Response Time)

Expertise & Experience with Similar Services:

Manpower has extensive experience in working with a multitude of organizations to accomplish a single task – quality employment experience. We routinely staff and manage large employment programs that include recruiting, matching, monitoring, training and maintaining high quality, customer-oriented service to employers and employees.

Manpower

Manpower
1650 S. Kanner Hwy
Stuart, FL 34994
USA
T: +1 772-287-5359
F: +1 888-473-6912

Locally on the Treasure Coast and in Palm Beach County, Manpower has had experience working with several municipalities providing temporary associates performing Light Industrial, Industrial and Clerical duties. We also have a contract with the State of Florida, CareerSource on the Treasure Coast and in Palm Beach County. Following are several of the municipalities that we have worked with:

Indian River County	City of Vero Beach
Martin County	Palm Beach County
City of Port St. Lucie	City of Delray Beach
City of Fort Pierce	City of Riviera Beach
City of Stuart	City of Lake Worth
City of Sebastian	

Two major hurricanes, Frances & Jeanne tore through the Treasure Coast and Palm Beach County in 2004. Manpower's ability to manage large and complex workforce projects and service all four (4) counties resulted in Manpower being engaged as the Employer of Record for the Workforce Development Board of the Treasure Coast and the Palm Beach County Workforce Alliance. Manpower engaged all our offices on the Treasure Coast and Palm Beach County to get over 1,300 grant participants registered and paid on a weekly basis. When Hurricane Wilma devastated Palm Beach County in 2005, Manpower was again engaged as the Employer of Record and registered more than 250 grant participants who were paid on a weekly basis. Manpower's timeframe was immediate upon receiving participant referrals from Workforce.

In 2008/2009, Manpower was again engaged as the EOR for NEG with Workforce Solutions on the Treasure Coast when Tropical Storm Fay created flood damage along the Treasure Coast.

In 2009, the Palm Beach Workforce Alliance received a federal stimulus grant to place youth in summer internships. Manpower was engaged as the Employer of Record to payroll more than 1,000 youth placed in these temporary positions. Manpower has been able to demonstrate that we have the financial stability to support these large projects and will be able to continue to financially support business with the City of Stuart.

Manpower realizes how critical it can be to share best practice procedures when servicing the City of Stuart and our other clients. Manpower commits itself every day to sharing proven methodologies and strategies that contribute to our clients' individual business goals.

By implementing Best Practices from previous experience servicing many municipalities, Manpower will be immediately available to provide services as described in this RFP. Our Best Practices include the same successful processes we have used previously to quickly perform the following activities:

- employee intake (application and assessment)
- employment registration (verification of eligibility and process orientation)
- worksite assignment (provide directions and instructions)
- payroll services (gather time sheets, verify work and pay associates weekly)
- follow-up record keeping (provide reports and ad-hoc reports when needed)
- Quality Performance surveys (weekly calls to worksite to monitor performance)

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Manpower has developed reporting processes based on best practices developed over the past several years. Our systems are extremely robust and flexible, and allow for customized reporting or ad-hoc reports at a moment's notice to meet your needs.

Primary Individuals Responsible for Supervising Work with the City of Stuart:

Locally, municipalities on the Treasure Coast including the City of Stuart and St. Lucie County are being serviced by an experienced, award-winning team led by Joan Greenberg, Regional Director, Rob Vorse, Vice President/Customer Service Manager, Angela Nunez, Business Development Manager for Martin County, and Sergio Herrera, Recruiter for Martin County. This team of specialists has over 50 years of collective experience in the staffing industry – with three of them having more than 20 years collectively with Manpower.

Angela Nunez – Supervisor for City of Stuart – Angela, began her career in the staffing industry more than 6 years ago in Palm Beach County. Angela transferred as Business Development Manager for Martin County just over a year ago and has been extremely instrumental in developing relationships and broadening the base of operations with Manpower clients in Stuart and the surrounding area.

Angela will be the Supervisor for City of Stuart and will be responsible for overseeing and coordinating the work performed at the City of Stuart. She will be the liaison between City of Stuart and the Manpower recruiting team. Together, this team is dedicated to identifying the skills needed to successfully place Manpower associates at The City of Stuart. Angela will regularly visit City of Stuart to ensure that all procedures are working and City of Stuart's expectations are being met and exceeded.

Sergio Herrera - Technical Recruiter - Sergio is the dedicated recruiter for Martin County. Sergio works closely with Angela Nunez identifying and providing the talent needed for our clients in Stuart and the surrounding area.

Sergio has more than seven years recruiting experience and has been with Manpower over four years. During this tenure, he has gained a tremendous understanding of the Martin County business community, including the specific needs of the Manpower clients. In addition to Office Clerical and Industrial positions, Sergio has strong knowledge in IT related requirements, specifically Software Development/ Languages, Database Development and Help Desk. Sergio and Angela will be the team dedicated to the City of Stuart.

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Tab 2 – Operational Plan/Servicing Procedures

Our comprehensive intake process, coupled with our thorough understanding of your work environment, helps us select motivated people with the skills, commitment, aptitude, and personality to succeed in their assignments. We also understand the importance of safety and how it affects work being performed at the City of Stuart. We administer Safety Training and a Safety Assessment to every candidate who is interviewed for an industrial position at the City. If they do not pass the Safety Assessment with a minimum score of 70%, they are not placed on assignment. All Office/Clerical candidates are administered skill assessments to determine their skill level in such programs as Word, Excel, PowerPoint, Access, Outlook, etc.

Assignment of Qualified and Productive Associates — because making the best match of associates to your detailed, specific needs is our goal, Manpower uses proven methodologies for assessing and predicting the performance of candidates. Our Predictable Performance Plus System **(PPS+),** a patented, proprietary, and proven screening process with web-based tools, ensures consistency and accuracy in the screening, selection, assessing, and assignment of qualified and productive associates. This means:

- All screening and interviewing processes are built to maximize information about work-related experiences.
- Work-related competencies are identified using Manpower's skills battery, which consists of tests measuring competencies relevant in industrial environments.
- Associates with the best skills and most relevant experience are assigned to fill City of Stuart's job orders.
- Background checks and drug tests for City of Stuart can be conducted if needed and any related charges will be included in Manpower's bill rates.
- Free, thorough training in various areas provides associates with advanced and emerging skills not readily available in the marketplace.
- Programs promote, maintain, and monitor quality performance by both associates and Manpower service staff.

Lead Time & Response Time/Customer Communication - We understand that needs may be immediate. Therefore, we have developed a process in which we proactively recruit a pool of qualified, candidates who are ready to be dispatched when these immediate needs arise. We have the tools, resources, local expertise, and experience to deliver quality personnel and performance for the City of Stuart within a quick response time. Depending upon the skill level needed, our response time in placing a qualified candidate could be anywhere from one hour to 24 hours. Upon receipt of an order, we get back to the department manager/supervisor with a status within one hour, four hours at the most. Once the candidate is recruited, we will give the name of the associate who has been assigned to the position and provide the assessment scores and resume where needed.

Employee Problem Resolution Procedures— Manpower takes full responsibility for our associates and possesses the knowledge and resources to resolve performance problems quickly. We encourage an open door policy with all our employees and implement a formal mechanism for feedback through our Quality Performance Program. In this way, we aim to address negative situations before they become problems.

When problems arise, Manpower takes a direct, proactive approach to address and resolve all problems to protect the client as much as possible from negative effects. Manpower's service personnel are trained

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to handle common personnel issues and for more complex issues, the leadership team would be supported by a group of divisional functional resources unlike anything offered by Manpower's competitors. Manpower provides local service personnel with ***dedicated and divisional-based*** human resource and safety professionals to reach out to for guidance, direction, and solutions.

Width & Breadth of Workforce:
Manpower's focus is on building qualified pools of people proactively and as a service company, our efficiency in processing and qualifying people is a top priority. The employee pool of the Manpower Stuart office spans from Indian River County to Martin County and is comprised of Office/Clerical/Professional and Light Industrial workers. Many of our associates are placed on short term and long term indefinite assignments, with several associates being hired permanently by clients.

Following is the number of current registered associates for each county:
St. Lucie County – 14,226
Martin County – 3,175
Indian River County – 4,562
Okeechobee County – 319

Active associates for each county (Active associates are those associates either currently working, in between assignments or just registered and waiting for assignment):
St. Lucie County – 4,773
Martin County – 714
Indian River County – 449
Okeechobee County – 91

Invoicing and Billing Procedures
Invoicing is performed weekly on Thursday after the week that the employees work and is based on the employee's signed and authorized timesheet. If an employee does not turn in a timesheet properly signed by the supervisor, invoicing may be delayed while hours worked are verified by the supervisor. Invoicing can be done on a department basis and can include PO numbers if needed, showing the name of the employee, the hours worked, the hourly bill rate and any other necessary data. Invoices can be customized to the requirements of the City of Stuart. Invoices can be paid via check, or wire transfer. Invoices are due upon receipt. Additional reports are able to be generated on an as needed basis as requested by the customer.

Training of Personnel
Manpower service staff is professionally trained with the most extensive training support process in the temporary help industry. We have the training and the tools to consistently support a high level of service which include:

- Formal training seminars that cover aspects of Manpower's products, client service, and selling skills.
- Tools that facilitate visits to your locations to gather specific details about your environment and your needs.
- Knowledge and experience to offer and implement all of Manpower's value-added resources.

Career/Skill Development Training:
Manpower's Training and Development Center (TDC) is key for workforce development. Our Training and Development Center allows us to build and retain highly skilled and knowledgeable employees, ultimately benefiting our clients.

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Manpower's Training and Development Center (TDC) provides more than 5,000 online courses to enhance the skills and careers of today's workforce.

- Courses cover a range of topics falling within major categories such as Environmental Safety & Health geared to Industrial and Light Industrial workers; end-user software applications, business skills, and information technology.
- Assessments and certification testing preparation
- Mentoring programs provide instant assistance from experts.
- On-the-job performance support tool.

Safety Training:
Providing a safe and secure workplace is at the top of every company's list of priorities. Manpower bears responsibilities for our workforce with extreme seriousness and great care.

Following your organization's safety practices and rules, and adhering to all government regulations takes priority over every other training activity Manpower offers. Manpower's strong commitment to keep a close watch on safety in the workplace and thoroughly training our associates with a variety of safety programs translates into injury prevention.

Manpower goes beyond simply complying with government regulations. The number of activities we have developed to promote safety in the workplace seeks to avert injuries from occurring in the first place. In turn, these exclusive Manpower programs:

- Manage your costs as our burdens for workers compensation are controlled
- Control employee turnover, which can affect unemployment taxes.
- Promote worker efficiency and process efficiency
- Reduce the amount of time your staff spends monitoring and training contingent workforce resources

Manpower partners with Gallagher Bassett to provide best-in-class safety training solutions for our associates. Gallagher Bassett is the nation's leading supplier of safety and regulatory compliance solutions. That same training is also available to our clients.
Safety Training topics covered include:

- Workplace Hazard Perception Challenge
- Forklift Safety
- Ergonomically Correct Lifting
- Lockout/Tagout
- Bloodborne Pathogen Safety and more

In short, we are committed to safety and your success. Manpower implements activities and programs to promote safety in the workplace (Additional information on Training is provided under Tab 8 Optional Information)

Benefits:
Depending upon the rules and regulations mandated by the Affordable Care Act (ACA), Manpower will comply and adjust benefits accordingly. Currently Manpower Associates are eligible to participate in the 401K Plan and Holiday Pay provided that the criteria for holiday pay is met.

5.1 PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the Billing Rates set forth on the price proposal form and no extra charge for shall be paid by the City.

GROUP A: NON-TECHNICAL			
Item #	**Position Descriptions**	**Hourly Pay Rate**	**Hourly Bill Rate**
1	Customer Service Representative	$ 12.00	$ 17.88
2	Computer Entry Clerk	$ 10.00	$ 14.90
3	Office Assistant	$ 10.00	$ 14.90
4	Accounting Clerk	$ 13.00	$ 19.37
5	Custodian	$ 10.00	$ 14.90
6	Cashier	$ 10.00	$ 14.90
7	Groundskeeper	No Bid	
8	Laborer I	$ 9.50	$ 14.63
9	Receptionist	$ 10.00	$ 14.90
10	Recreation Leader	$ 10.00	$ 14.90
GROUP B: SKILLED			
1	Administrative / Executive Secretary	$ 13.00	$ 19.37
2	Laborer II	No Bid	
3	Sanitation Worker	No Bid	

Company Name: Manpower

Item #	Position Descriptions	Hourly Pay Rate	Hourly Bill Rate
GROUP C: TECHNICAL			
1	Information Technology (i.e., System Analyst, Network Engineer, Software Applications Developer)	$ 20.00	$ 29.80
2	Accounting (i.e. Budget Analyst, Tax Specialist, Audit Tech)	$ 20.00	$ 29.80
3	Planner (i.e. Event, Urban, Regional)	$ 20.00	$ 29.80
4	Surveyor (i.e. Land, Construction, Property)	No Bid	
5	Inspector (i.e. Building, Code, Safety, Fire)	No Bid	
Preferred method of payment is by the City Purchasing Card (VISA). **DO YOU ACCEPT THE PURCHASING CARD (VISA)?** Yes ☐ No ☒			
_____Calendar Days for Order Placement			

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

**Manpower reserves the right to modify the rates set forth in proportion to any legislatively mandated or imposed by an agency of the state or federal government, new or increased cost, which may be required by federal, state, or local law such as FICA, FUTA, State Unemployment Tax, or Affordable Health Care Act.. The modification commences upon the effective date of such new or increased cost. Changes include any new or increased cost associated with the passage of a federal or state law mandating any wage increase or benefits for associates for which Manpower would be responsible.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # 1 through # 1 Respondent's Initials RV

(Signature)

Rob Vorse
(Printed Name)

Manpower
Name of Company, Firm

Vice President
(Printed Title)

772-287-5359
Telephone Number

888-473-6912
Facsimile Number

Rob.Vorse@Manpower.com
Email Address

Manpower

Manpower
1650 S. Kanner Hwy
Stuart, FL 34994
USA
T: +1 772-287-5359
F: +1 888-473-6912

Tab 4 – Insurance

Manpower has Insurance with coverages as detailed in Item 5.2. A certificate of insurance indicating that Manpower has coverage in accordance with the requirements herein set forth will be furnished by Manpower to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart will be named as an additional insured for all General Liability prior to entering into a contract. Manpower does not intend to engage any subcontractors.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/07/2014

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Milwaukee WI Office
10700 Research Drive
Suite 450
Milwaukee WI 53226 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Famoso, Inc.
dba Manpower Temporary Service
11211 Prosperity Farms Rd, Suite C-210
Palm Beach Gardens FL 33410 USA

COVERAGES **CERTIFICATE NUMBER:** 570053074323 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			35207790	03/01/2014	03/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X EXCESS ONLY			73508789	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			79850970	03/01/2014	03/01/2015	EACH OCCURRENCE AGGREGATE	$25,000,000 $25,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	Misc Liab Cvg			35207790 Crime	03/01/2014	03/01/2015	Employee Theft Client Coverage Third Party Dishone:	$2,000,000 Included Included

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

CERTIFICATE HOLDER

City of Stuart
Attn: Lenora Darden
121 SW Flagler Ave.
Stuart FL 34994 USA

CANCELLATION

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

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570053074323

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2014

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
ONE TOWNE SQUARE, SUITE 1100
SOUTHFIELD, MI 48076
Attn: F:313.393.6950

AMIC --92-14-15

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Company State Of Pennsylvania	19429
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Famoso, Inc.
dba Manpower Temporary Service
11211Prosperity Farms Rd
Suite C-210
Palm Beach Gardens, FL 33410

COVERAGES **CERTIFICATE NUMBER:** CHI-004865862-01 **REVISION NUMBER:** 1

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY / PRO-JECT / LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC020341936	03/01/2014	03/01/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Stuart
Attn: Lenora Darden
121 SW Flagler Ave
Stuart, FL 34994

CANCELLATION

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
of Marsh USA Inc.
John C Hurley

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Tab 5 – References

Customer References:

Contact	Company Name	Telephone Number	Email Address
Glenda Harden, Vice President of Operations	CareerSource RC	772-335-3030 X427	gharden@careersourcerc.com
Steve Craig , President & CEO	CareerSource PBC	561-340-1060	scraig@careersourcepbc.com
Patsy Nadal Purchasing Manager	City of Delray Beach	561-243-7000	nadal@mydelraybeach.com

Reference letters from above customers are attached.

5.3 REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name: CareerSource Research Coast		
Address: 584 NW University Blvd #300		
City: Port St. Lucie ,	State: FL	Zip Code: 34986
Contact Name: Glenda Harden	Title: Vice President of Operations	
Phone No:772.335-3030x427 Fax:	Email: gharden@tcjobs.org	
Date of Service or Contract Period: '05-'14	Location: Martin, St. Lucie, Indian River Counties	
Summary of Services Performed: Staffing	Governmental or Private	
Dollar Value of Contract $ 1MM +		

#2 REFERENCES

Company/Entity Name: CareerSource Palm Beach		
Address: 3400 Belvedere Rd.		
City: West Palm Beach	State: FL	Zip Code: 33406
Contact Name: Steve Craig	Title: President & CEO	
Phone No: 561.340.1060 Fax:	Email: scraig@careersourcepbc.com	
Date of Service or Contract Period: '08-'14	Location: Palm Beach County	
Summary of Services Performed: Staffing	Governmental or Private	
Dollar Value of Contract $ 1MM +		

#3 REFERENCES

Company/Entity Name: City of Delray Beach		
Address: 100 NW 1st Avenue		
City: Delray Beach ,	State: FL	Zip Code: 33444
Contact Name: Patsy Nadal	Title: Purchasing Manager	
Phone No: 772.571.1135 Fax:	Email: nadal@mydelraybeach.com	
Date of Service or Contract Period:	Location: City of Delray Beach	
Summary of Services Performed: Staffing	Governmental or Private	
Dollar Value of Contract $ 250,000		

Company Name: Manpower

CareerSource
RESEARCH COAST

careersourcerc.com

November 3, 2014

To Whom It May Concern,

This letter serves as my professional recommendation for Manpower. I have had the opportunity to work with Manpower for the past ten years. The first occasion was in 2004 during the recovery from Hurricanes Frances and Jeanne, in 2008 during the recovery from Tropical Storm Fay, in 2009/2010 after our Board received stimulus funding and currently as the Region 20 Workforce Development Board's (dba CareerSource Research Coast) Employer of Record since June 2011.

As the Employer of Record, Manpower's contract with CareerSource Research Coast is renewed annually based on performance. Manpower has proven over the years, to understand the actions, procedures and requirements that need to occur to make our organization and its' programs successful.

Manpower has always been flexible and has responded to CareerSource Research Coast's specific needs in an efficient and thorough manner. The staff at Manpower has always been professional, cooperative and pro-active. I highly recommend Manpower's services for any staffing needs your organization may require.

Sincerely,

Glenda Harden

Glenda Harden
Vice President of Operations
CareerSource Research Coast
(772) 335-3030, ext# 427
gharden@careersourcerc.com

CareerSource
PALM BEACH COUNTY

March 11, 2014

Joan Greenberg
Regional Director
Manpower, Inc.
1211 Prosperity Farms Road, Suite C 201
Palm Beach Gardens, FL 33410

Dear Ms. Greenberg,

CareerSource Palm Beach County wholeheartedly endorses the professionalism and effectiveness of Manpower Inc. As the steward of Palm Beach County's workforce development system, CareerSource Palm Beach County has relied on Manpower for help with a wide range of projects. No matter the scope (from large, complex employment initiatives to temporary departmental staffing) Manpower has consistently exceeded expectations.

Most importantly, Manpower has demonstrated a shared interest and understanding of the importance of workforce development. Moreover, the company has a firm grasp of the state and federal mandates that govern the system. We look forward to continuing our long-standing working relationship with Manpower Inc. and unabashedly encourage others to do the same.

Sincerely,

Steve Craig

Steve Craig
President/Chief Executive Officer

CITY OF DELRAY BEACH

DELRAY BEACH FLORIDA
All-America City
1993
2001

100 N.W. 1st AVENUE • DELRAY BEACH, FLORIDA 33444 • 561/243-7000

April 26, 2013

Thank you once again for your Manpower staffing assistance in providing temporary associates during the recent busy time period. We have been very pleased with the professionalism and attention to our staffing needs.

As you know it is important for the City of Delray for our personnel staffing to be reliable, well trained, knowledgeable and familiar with safety standards and committed to workforce performance. We have found that Manpower has exceeded our expectations by providing fully qualified employees.

It is our intent to contact Manpower for our staffing needs as we continue to expand our services. Please feel free to utilize this letter of recommendation as a reference in your business development efforts.

Sincerely,

Patsy Nadal

Patsy Nadal, Purchasing Manager

Tab 6 – Submittals/Forms

Inventory List

OFFICE POSITIONS (too numerous to list all)

Partial List:

Administrative
Clerical
Data Entry
Receptionist
File Clerk
Call Center
Switchboard

Accounting Professionals
Staff Accountants
A/P, A/R
Payroll
Bookkeeper
Auditors
Analysts
Controller
CFO
Tax Specialists

IT Professionals
Software Engineers
Programmers
Graphic Artists/Designers
Database Administrators

Engineering Professional
CAD Engineers
Civil
Mechanical/Electrical Engineers
Design Engineers

INDUSTRIAL (Too numerous to name all)

Partial List:

Assembly
Production
Maintenance
Lamination
Janitorial
Landscaping (excluding large equipment)

PLEASE CALL YOUR STAFFING SPECIALIST AS SOON AS YOUR ASSIGNMENT ENDS.

Manpower®

11275709

CUSTOMER NAME	
ADDRESS	
REPORT TO	TIME

I hereby certify that the hours shown hereon were worked by me during the week ending designated, and were certified by an authorized representative of the Customer. I understand that I am to contact the Manpower office after completing this assignment to discuss another assignment, and, if I do not do so, without good cause, Manpower may assume that I am not then available for work and unemployment benefits may be denied.

EMPLOYEE NAME	
IDENTIFICATION# OR SSN#	ORDER NUMBER
EMPLOYEE SIGNATURE	

DAY	MONTH/DATE	TIME IN	TIME OUT	LESS: LUNCH PERIOD	TOTAL HOURS
MON					
TUE					
WED					
THU					
FRI					
SAT					
SUN					
WEEK ENDING DATE (SUNDAY)		OFFICE I.D. NUMBER		TOTAL HOURS FOR WEEK	

CUSTOMER APPROVAL

Cross out any days not worked by employee. Approval includes verification of hours worked and acceptance of terms and conditions on reverse.

X _____ DATE _____

ACC-406 (REV. 07/11)

OFFICE COPY

LEAVE THIS COPY WITH CUSTOMER

Manpower

STAFF REQUESTED

GROUP TIME SHEET			EMPLOYEE	TIME WORKED			
Date	Day	Time	NAME	In	Out	Total Hrs	Comments
manpower-Tallahassee				**Signature:**			

Minimum of 4 hours per Day per Employee

24 hour Cancellation Notice Required

Please FAX this Group Time Ticket directly to Manpower - no later than 12 noon the following day.

Fax #1-888-473-6912

Execution of this form by the Client certifies that the hours shown are correct and that the work was done satisfactorily and accepts Manpower's Terms and Conditions.

Sample Customer Report

Manpower

Department	Employee Name	Job Title	Weekend Bill	Start Date	Pay Rate	RHours	Bill Rate	OHours	OBill Rate	THours	Total Bill
Branch: Stuart											
City of Stuart, 11638											
Primary	Doe, Jane	Data Entry Specialist	9/7/2014	7/1/2014	$10.00	30	$15.00	0	$22.50	30	$450.00
Primary	Doe, John	Customer Service Rep	9/7/2014	6/17/2014	$10.00	32.5	$15.00	0	$22.50	32.5	$487.50

Statement of Compliance

Patient Protection and Affordable Care Act 2010

Manpower will maintain personnel and payroll records; pay, withhold and transmit payroll taxes; establish and contribute to such benefit programs as Manpower deems appropriate; make employer shared responsibility payments required under the Affordable Care Act ("ACA"); make unemployment contributions; and handle unemployment and workers' compensation claims with respect to compensation that Manpower has agreed to pay ("Employer Obligations"). For purposes of the ACA, Manpower will treat all Assigned Employees as common-law employees of Manpower. The Assigned Employee(s) will perform the work on behalf of Client at the locations within the United States

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

FAMOSO, INC.

Filing Information

Document Number	P96000103251
FEI/EIN Number	650731604
Date Filed	12/23/1996
State	FL
Status	ACTIVE

Principal Address

11211 PROSPERITY FARMS RD
C-210
PALM BEACH GARDENS, FL 33410

Changed: 01/22/2003

Mailing Address

11211 PROSPERITY FARMS RD
C-210
PALM BEACH GARDENS, FL 33410

Changed: 01/22/2003

Registered Agent Name & Address

CULLEN, MARK A
C/O THE SZYMONIAK FIRM, P.A.
2101 CORPORATE BLVD., STE. 415
BOCA RATON, FL 33431

Name Changed: 03/28/2001

Address Changed: 03/24/2009

Officer/Director Detail

Name & Address

Title P

VORSE, MICHAEL
990 MORSE BLVD
RIVIERA BEACH, FL 33404

Title VP

VORSE, ROBERT W
11744 BANYAN ST.
PALM BEACH GARDENS, FL 33410

Annual Reports

Report Year	Filed Date
2012	01/09/2012
2013	01/22/2013
2014	01/09/2014

Document Images

01/09/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- ANNUAL REPORT	View image in PDF format
09/28/2012 -- ANNUAL REPORT	View image in PDF format
01/09/2012 -- ANNUAL REPORT	View image in PDF format
01/13/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
01/09/2008 -- ANNUAL REPORT	View image in PDF format
02/25/2007 -- ANNUAL REPORT	View image in PDF format
01/09/2006 -- ANNUAL REPORT	View image in PDF format
01/26/2005 -- ANNUAL REPORT	View image in PDF format
02/03/2004 -- ANNUAL REPORT	View image in PDF format
01/22/2003 -- ANNUAL REPORT	View image in PDF format
02/26/2002 -- ANNUAL REPORT	View image in PDF format
03/28/2001 -- ANNUAL REPORT	View image in PDF format
04/06/1999 -- ANNUAL REPORT	View image in PDF format
04/16/1998 -- ANNUAL REPORT	View image in PDF format
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12/23/1996 -- Domestic Profit Articles	View image in PDF format
12/23/1996 -- DOCUMENTS PRIOR TO 1997	

View image in PDF format

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State of Florida, Department of State

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Fictitious Name Detail

Fictitious Name

MANPOWER

Filing Information

Registration Number	G05230900249
Status	ACTIVE
Filed Date	08/18/2005
Expiration Date	12/31/2015
Current Owners	1
County	MULTIPLE
Total Pages	2
Events Filed	1
FEI/EIN Number	65-0731604

Mailing Address

11211 PROSPERITY FARMS RD
SUITE C210
PALM BEACH GARDENS, FL 33410

Owner Information

FAMOSO INC
11211 PROSPERITY FARMS RD, SUITE C210
PALM BEACH GARDENS, FL 33410
FEI/EIN Number: 65-0731604
Document Number: P96000103251

Document Images

08/18/2005 -- Fictitious Name Filing | View image in PDF format

06/09/2010 -- Fictitious Name Renewal Filing | View image in PDF format

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State of Florida, Department of State

2014-2015 **MARTIN COUNTY** ORIGINAL

BUSINESS TAX RECEIPT

HONORABLE RUTH PIETRUSZEWSKI CFC, TAX COLLECTOR
3485 S.E. WILLOUGHBY BLVD., STUART, FL 34994
(772) 288-5604

CHARACTER COUNTS IN MARTIN COUNTY

ACCOUNT 2010-275-1288 CERT
PHONE (772)287-5359 SIC NO 561320
LOCATION:
1650 S KANNER HWY STU

PREV YR.	$ .00	LIC. FEE	$ 26.25
	$ .00	PENALTY	$ .00
	$ .00	COL. FEE	$ .00
	$ .00	TRANSFER	$ .00
	TOTAL 26.25		

HAS SATISFIED REQUIREMENTS TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION
TEMPORARY AGENCY
OF
AT LOCATION LISTED FOR THE PERIOD BEGINNING ON THE

23 DAY OF SEPTEMBER 20 14
AND ENDING SEPTEMBER 30. 2015

VORSE, MICHAEL
FAMOSO INC
MANPOWER TEMPORARY SERVICE
11211 PROSPERITY FARMS RD STE 210
PALM BEACH GARDENS, FL 33410

11 2013 45576.0001 26.25 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS SUBJECT TO A $250 FINE. IF NOT PAID BY SEPT. 30TH, A DELINQUENT PENALTY OF 10% FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE –A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

CITY OF STUART
LOCAL BUSINESS TAX RECEIPT
2014-2015

RECEIPT NO.	ACCOUNT NO.	CATEGORY NO.
504	25558	020100

TAX YEAR BEGINS OCTOBER 1 AND ENDS SEPTEMBER 30.
PAYMENT OCTOBER 1 CONSTITUTES VIOLATION
OF CITY CODE OF ORDINANCES

BUSINESS TYPE	AGENCY - EMPLOYMENT
OWNER AND LOCATION	FAMOSO INC 1650 S KANNER HW STE 201
ST/CTY LICENSE	N/A
DESCRIPT	EMPLOYMENT AGENCY

This local business tax receipt does not permit the holder to operate in violation of any City law, ordinance, or regulation. Any changes in location or ownership must be approved by the City License Section, subject to zoning restrictions. This receipt does not constitute an endorsement, approval, or disapproval of the holder's skill or competence or of the compliance or non-compliance of the holder with other laws, regulations, or standards.

Local Business Taxing Questions 772-288-5319

FEE	PENALTY	TRANSFER	MISCELLANEOUS	PAID
70.00	0.00	0.00	0.00	70.00

BUSINESS NAME AND MAILING ADDRESS	MANPOWER TEMPORARY SERVICES FAMOSO INC 11211 PROSPERITY FARMS RD #C-210 WEST PALM BEACH FL 33410

DATE
09/28/2014

CHERYL WHITE
CITY CLERK

KEEP THIS RECEIPT - NO TRANSFER WITHOUT ORIGINAL RECEIPT

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Famoso Inc.

Business name/disregarded entity name, if different from above
dba Manpower

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
11211 Prosperity Farms Rd. Suite C-210

Requester's name and address (optional)

City, state, and ZIP code
Palm Beach Gardens, FL 33410

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
6 5 - 0 7 3 1 6 0 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 10/08/2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Manpower

Manpower
1650 S. Kanner Hwy
Stuart, FL 34994
USA
T: +1 772-287-5359
F: +1 888-473-6912

Tab 7 – Prohibition Non-Collusion/Conflict of Interest Disclosure Statements

The respondent certifies, , that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena."

Please note that this is a disclosure statement advising the City of no potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

Signature on the transmittal letter shall certify the veracity of these statements.

Manpower

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Tab 8 – Optional Information

Manpower is a strong company with a clear Vision. Our Vision is to lead in the creation and delivery of services that enable our clients to win in the changing world of work. To achieve our Vision, Manpower leaders have crafted strategies designed to enrich people's lives with quality employment opportunities and training, and provide companies and government entities with quality HR solutions that help them increase productivity, improve efficiency and manage the bottom line.

- Being one of *Fortune*'s Most Admired Companies within the staffing industry for the eighth year in a row is a huge differentiator because of the challenge it places in front of every Manpower employee. Reaching this goal, keeping it, and improving upon it from one year to the next is a personal challenge to every person who works for Manpower. Our resolve is to keep our status firmly set in place for years to come. It is just one measurable and public outcome of a philosophy of continuous improvement and a client-centric work ethic throughout the company.
- The wide range of services we offer beyond contingent staffing make us a well-rounded company with many ways to establish partnerships. We have a number of ways to tackle business needs with quantifiable results. Our portfolio of services now includes assessments, training, and behavioral interviewing.
- We must point to us, Manpower's people. Without the staff's willingness to go the extra mile, all the best systems and tools in the world are ineffective. We have and will continue to invest in this relationship to make gains together. Where we might have slipped, we have learned. Where we have done well, we have learned as well to repeat these best practices and enhance them even more. A core premise for Manpower is that past behavior predicts future performance. You have evidence of performance, commitment, and results with us. You may have promises of future performance with other vendors, but our results demonstrate our ability to service the City of Stuart

Recruiting and Screening Procedures:
Manpower understands that making the best match of associates to the City of Stuart's specific needs is critical to meeting your expectations. Consequently, Manpower uses proven methodologies for sourcing, assessing, and selecting Associates to assign to the City of Stuart.

Working within the framework of Manpower's (PPS+) Predictable Performance System, a patented, proprietary, and proven employment process with web-based tools, the first step is to employ any one or more of the following most successful recruiting activities:

Referrals – satisfied Manpower associates have proven to be one of the most powerful, successful means to find new job candidates. This has been our most successful method in recruiting associates to staff the needs of our clients.

- Technology-Enhanced – technology has automated and changed Manpower's recruiting process and the way Manpower finds candidates.
- Manpowerjobs.com – enables Manpower to post assignments instantly on Manpower's Internet site which posts to 12 other external job boards including three minority boards, LinkedIn and Indeed.com
- Database Searches – the use of an automated Associate database results in quickly identifying associates who fulfill the City of Stuart's skill requirements.

Manpower

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With a robust pipeline of candidates in place, the next step is to validate each candidate's employment experiences and skills sets. Tools that are part of **PPS+** allow Manpower to identify and confirm relevant work experiences. Also, job-related work skills are identified by administering Manpower's **Ultradex** skills battery, which consists of tests measuring competencies relevant in industrial environments. Associates having the most relevant experience, and demonstrating the best skills, will be assigned to the City of Stuart.

Interviewing:
One of the most significant steps Manpower takes when we screen and assimilate a candidate into our system – and eventually, into an assignment at the City of Stuart – is the one-on-one candidate interview. Along with other components of Manpower's thorough candidate intake process, the structured interview is pivotal in making the best match of worker to job. For the City of Stuart, that means minimizing on-the-job disruptions, eliminating lost productivity, and controlling turnover.

During the first part of our methodical candidate interviews, Manpower gathers essential information on the individual's background, work experiences, interests and preferences. From the first part of the interview, Manpower can:

- Determine the candidate's particular reasons for seeking temporary employment, work interests, environmental preferences, availability for work, and any work restrictions.
- Verify the candidate's work experience by performing a thorough, rigorous reference check with a supervisor at a former employer or, if that is not possible, at the very least verify employment dates with Human Resources, or a principal of the former company; verify the candidate's work environment preference, and verify work desired as a Manpower associate.
- Detail the candidate's skills from past training and work experience.
- Verify the candidates skills ability by administering Manpower's **Ultradex** skills battery, when applicable, which consists of the following assessments:
- Sorting & Checking
- Coordinated Rapid Movement
- Inspection
- Measurement comprehension
- Math comprehension
- Reading comprehension

The interview does not always stop there. If determined necessary, Manpower has the abilities to continue with a behavioral based interview to evaluate the candidate's past behavior in predicting his/her future behavior in similar situations. This structured interview helps us determine how the candidate may behave in specific situations they will likely encounter on the assignment.

I-9 Completion/E-Verify:
Service personnel are trained to ensure the proper completion of Sections One and Two of the I-9 Form and copies are made of the documents supplied by candidates for the I-9. In addition, all Manpower branches and franchises must verify candidates with a photo I.D. and run their social security number through the Department of Homeland Security (DHS) ***E-Verify*** online software.

Manpower

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E-verify reduces screening time and is in compliance with all applicable federal and state laws. If an individual is not cleared, (DHS uses the term Tentative Non-confirmation, or TNC), we inform the person and provide a reasonable period to clear the matter (in case it was identity theft, unchanged maiden name, pending citizenship, etc.)
For storage, the completed I-9 Form is kept in a separate file from the Personnel File, along with the copies of the I-9 support documentation and the document confirming the ***E-Verify*** results. Manpower keeps I-9s for three years, if someone has not worked with us for over three years and their file is inactive, we purge their file, including their I-9.

Safety Training:
Providing a safe and secure workplace is at the top of every company's list of priorities. Manpower bears responsibilities for our workforce with extreme seriousness and great care.

Following your organization's safety practices and rules, and adhering to all government regulations takes priority over every other training activity Manpower offers. Manpower's strong commitment to keep a close watch on safety in the workplace and thoroughly training our associates with a variety of safety programs translates into injury prevention.

Manpower goes beyond simply complying with government regulations. The number of activities we have developed to promote safety in the workplace seeks to avert injuries from occurring in the first place. In turn, these exclusive Manpower programs:

- Manage your costs as our burdens for workers compensation are controlled
- Control employee turnover, which can affect unemployment taxes.
- Promote worker efficiency and process efficiency
- Reduce the amount of time your staff spends monitoring and training contingent workforce resources

Manpower partners with Gallagher Bassett to provide best-in-class safety training solutions for our associates. Gallagher Bassett is the nation's leading supplier of safety and regulatory compliance solutions. That same training is also available to our clients.
Safety Training topics covered include:

- Workplace Hazard Perception Challenge
- Forklift Safety
- Ergonomically Correct Lifting
- Lockout/Tagout
- Bloodborne Pathogen Safety and more

In short, we are committed to safety and your success. Manpower implements activities and programs to promote safety in the workplace

Manpower also offers training courses to our client's employees. These courses are available for one year from the date of course registration. Allowing your employees ample time to take the course, accommodate learning interruptions, and revisit for deeper understanding and practice.

Following is a brief outline of the major categories of courses available through the Manpower Training and Development Center. The complete course listing can be found on www.manpowertdc.com.

Manpower

Manpower
1650 S. Kanner Hwy
Stuart, FL 34994
USA
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End User/Desktop Skills:
Course offerings focus on specific levels and functional application areas, allowing the trainee to take only what is needed and of most interest. Primary course categories are listed below that encompass the over 200 courses currently available.

- Microsoft office
- Lotus Notes
- Adobe
- Internet Explorer
- Seagate Crystal Reports

Information Technology (IT)

- Curriculum areas include:
- Internet and Network Technologies
- Software Development
- Operating Systems and Server Technologies
- Enterprise Database Systems
- Web Design
- Project Effectiveness

Many of the courses map to 50 of today's most popular vendor certifications, such as:

- Cisco®
- CIW® (Certified Internet Webmaster)
- CompTIA Security+
- IBM
- Linux
- Macromedia®
- Microsoft®
- Oracle®
- Project Management Professional
- Sun Microsystems®

Legal Compliance
The online legal compliance training available through Manpower provides best practices with respect to risk reduction and mitigation of liability. Curriculum areas include:

- HR Compliance
- Harassment
- HIPAA

Environmental Safety & Health
A safe and healthy work environment helps to reduce turnover, improve employee morale, and positively impact your bottom line. Online courses are available for workers requiring rigorous training to business professionals that may only need periodic training on special topics. Curriculum areas include:

- Environmental
- Safety and Health
- Transportation
- Fundamentals
- Security

Manpower

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Following are examples of courses that would be appropriate for Light Industrial or Industrial workers. More information can be provided on course content and additional courses can be found on www.manpowertdc.com:

- Stormwater pollution
- Used Oil Management
- Asbestos
- Back Safety & Injury Prevention
- Benzene Awareness
- Chlorine Safety

- Electrical Safety
- First Aid
- Forklift Safety
- Hand & Power Tool Safety
- Ladder Safety
- Mold Awareness
- Protection from Occupational Noise
- Using Respiratory Protection

Business Skills:
The Manpower Training and Development Center provides up-to-date courses on the latest and most prominent courses needed in today's work world.

- Selection of more than 900 courses and simulations.
- Curricula covering areas such as Operations, Human Resources, Sales, Marketing, Management and Finance/Accounting.
- Courses that apply toward Continuing Education Unit (CEU) and Continuing Professional Education (CPE) credit requirements.
- Certification preparation courses for project management, human resources and others.
- Additional resources such as rich simulations, job aids, and resource articles to reinforce learning even after coursework is completed.

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.u

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

Date: November 3, 2014

To: Prospective Proposers

Subj: Addendum #1 to RFP# 2015-151, Temporary Employee Services

ADDENDUM #1

This addendum is issued as a result of questions asked by prospective proposers and consists of the following:

1. **Question:** The State of Florida changes the Florida Minimum Wage every year and there have been conversations in Congress regarding the possibility if increasing the Federal Minimum Wage. Would the City consider adding the following language to the RFP? *Changes in the Federal and/ or State Minimum wage shall be accepted as a pass-through charge.*

   Answer: In the event of a State or Federal minimum wage increase, the temporary service may adjust only those rates where they are paying minimum wage. This new rate would be subject to City acceptance.

2. **Question:** In the Groundskeeper Position you say that "Work may involve operation of trucks and equipment". Will the operation of these "trucks and equipment" be on public roadways or be restricted to City Property?

   Answer: Delete last sentence from Item 2.4A: Work may involve operation of trucks and equipment.

3. **Question:** Will any of the positions on pages 7 – 9 be involved in the duties listed below, if so please identify which position?

   - Hydro blasting - This is high pressure water or sand blasting.
   - Work on Roofs
   - Scaffolding - Our employees do not erect, change or modify scaffold.
   - USL&H - work on the docks unloading ships.
   - Jones Act Work - This is work on ships on open sea.
   - Demolition (heavy) - This is the destruction of major buildings or large structures.
   - Work Above Ground – Work higher than six feet off the ground level or a working surface.
   - Tunneling - This is the construction or digging of underground tunnels, shafts, chambers, and passageways.
   - Asbestos Abatement - Asbestos removal.
   - Mold Removal
   - Hot Chemicals - Clean up or work around hot chemical tanks doing clean up of spilled materials.

- Tree Trimming - Tree trimming where it requires employees to climb into trees or use ladders to gain access to upper portions of the tree.
- Heavy Equipment/Motorized Equipment

Answer: The duties listed above are not applicable.

4. **Question:** Are we to bid on all categories and job titles to be considered? For example, may we bid on just 5 item #s in Group A, etc.?

Answer: Proposers do not have to bid all categories in order to be considered." They may submit partial bids. The City of Stuart reserves the right to award to more than one provider, if it's in the City's best interests to do so. The City of Stuart is the sole arbiter of its best interests.

5. **Question:** What is the amount of your past expenditures in the Non-Technical, Skilled, and Technical groups?

Answer: Skilled: $266,838.00 Non-Technical: $17,280.00

Technical: $0 (This is a new category, no past expenditures for this category)

6. **Question:** What information will be sufficient to present to show a sample of Payroll?

Answer: A timesheet is sufficient.

7. **Question:** What are the incumbent bill rates for the Group A-C?

Answer: See City Website: http://www.cityofstuart.us/index.php/purchdownloads and select 2011-106 Sub-Folder. Both contracts are in pdf format.

8. **Question:** How many hours annually are used per Group A-C?

Answer: Undetermined for administration positions. Last year - 240 hours for customer service rep in Utility Billing Division. Public Works, Operations, uses two laborers year round.

9. **Question:** On Page 12 of the RFP under Experience/ Knowledge/ Qualifications in the 2nd. Paragraph says that the Vendor "must assign a Supervisor". Will this be a full-time Supervisor for this contract or can the supervisor have other duties?

Answer: The City is requesting the awarded firm assign a person that has five years' experience that will be responsible for overseeing all work performed, including coordination of services at no additional charge.

10. **Question:** On Page 2 Section 1.7, B. the RFP says that the city will take questions until November 5, 2014. How soon after November 5, 2014 will the questions be answered? Will the answers be sent to each vendor or will they be posted on-line? In the event the City does not respond to the questions by the close of business on November 7, 2014 will they consider postponing the response time?

Answer: All technical questions will be addressed by addenda, which is posted on Onvia at www.demandstar.com. If additional time is necessary based on the responses necessary to answer any additional questions, the City may consider extending due date.

11. **Question:** What is the estimated length of assignments?

Answer: Varies per department per position.

12. **Question:** Will any incumbent temporary personnel be asked to transition over to the newly awarded vendor?

Answer: No

13. **Question:** In case of a federal or state mandated increase (ex. minimum wage increase) how can we protect ourselves and cover the increase along with the increase in taxes & workers comp generated by it?

Answer: See answer to #1.

14. **Question:** Questions on forms requested. If we do not hold a State of Florida license (not required) would you like a copy of State Corp. Papers?

Answer: Leasing/Staffing firm must be in compliance with Florida State Statute 468.525 and must be registered with Florida Division of Corporations.

15. **Question:** Under sample forms, what is an Employee position of inventory list, and what type of payroll form?

Answer: Provide a list of positions your firm offers. Provide a sample form that firm uses for tracking and invoicing purposes.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on November 12, 2014**. Failure to comply will result in disqualification of your proposal submitted.

L Darden

Lenora Darden, CPPB
Buyer
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to RFP# 2015-151: Temporary Employee Services

Signature

Manpower
Firm

11/12/2014
Date

rob.vorse@manpower.com
Email Address

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.u

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

Date: November 5, 2014

To: Prospective Proposers

Subj: Addenda #2 to RFP# 2015-151, Temporary Employee Services

ADDENDA #2

This Addendum is issued as a result of questions asked by prospective proposers and consists of the following:

1. **Question:** On Page 7, 2.4 C the RFP says that the Labor II position will be operating equipment and vehicles such as dump trucks, brush hogs, back hoes, but your response to Question 3 said, the operation of "Heavy Equipment/ Motorized" was "not applicable". Will the Temporary Employees be operating driving or operating dump trucks, brush hogs, back hoes or any other type of construction vehicle? If yes, where will this be done?

   Answer: No, temporary employees will not be operating, driving, or operating dump trucks, brush hogs, back hoes or any other type of construction vehicle.

2. **Question:** On Page 8, 2.4 D the RFP says that the Sanitation Worker position may include, but are not limited to: operates hydraulic controls of truck/garbage containers? Will this position be on Garbage trucks? Are they working on public roads or in a Landfill or Recycling Center? Can you be more specific as to what the position will be doing when they operate hydraulic controls of truck/garbage containers? Can you provide a detailed list of the vehicles and motorized equipment that will be operated by the Laborer I, Labor II and Sanitation Worker positions? Can you also be specific as to where that equipment will be used?

   Answer: Yes, the hydraulic actuator only. No, this position will not be on garbage trucks. They will be working on public roads, rights of ways, and City parks. See previous answer. Hydraulic actuators only. The motorized equipment operated by the Laborer I, Labor II and Sanitation Worker positions are weed eaters and walk-behind lawn mowers. On the truck, public roads, rights of ways, and City parks.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on November 12, 2014**. Failure to comply will result in disqualification of your proposal submitted.

Lenora Darden, CPPB
Buyer
City of Stuart, Florida

Acknowledgement is hereby made of Addenda #2 to RFP# 2015-151: Temporary Employee Services

Signature	Manpower Firm
11/12/2014 Date	rob.vorse@manpower.com Email Address

5.4 PROPOSAL CHECKLIST FORM

A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. These forms are to be submitted with proposal package.

1.	Letter of Transmittal	Yes [x]	No [ ]
2.	Acknowledgment of addendum & submission with RFP	Yes [x]	No [ ]
3.	Forms: Price Proposal, Sample, References	Yes [x]	No [ ]
4.	Proof that Firm name is registered with their State of Origin	Yes [x]	No [ ]
5.	Submit a copy of all Licenses, Certificates, Registrations, Business Tax, W-9, PPAC Act, etc.	Yes [x]	No [ ]
6.	Submit any data in reference to Contract Performance/ Criteria as requested	Yes [x]	No [ ]
7.	Evidence of Insurance	Yes [x]	No [ ]
8.	Additional Data is submitted (Optional)	Yes [x]	No [ ]
9.	Total of Five (5) sets; one (1) original and four (4) copies are submitted	Yes [x]	No [ ]

RFP 2015-151

(to be submitted with RFP response)

COMPANY NAME: MANPOWER

EXHIBIT B

"ORIGINAL REQUEST FOR PROPOSAL AS ISSUED BY CITY, INCLUDING ALL ADDENDA"

City of Stuart

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Department of Financial Services
Procurement & Contracting Services Division

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Procurement Buyer
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LEGAL NOTICE FOR RFP #2015-151

TEMPORARY EMPLOYEE SERVICES

The Stuart City Commission, Stuart, Florida is soliciting qualified experienced staffing firms to provide temporary employee services of various positions for City departments on an as needed basis.

A complete RFP package, which contains submittal information and response format, can be requested from Onvia DemandStar at http://www.demandstar.com, or by calling (800) 711-1712. A complete RFP package may also be obtained by contacting the City's Procurement & Contracting Services Division by calling (772) 288-5308. The City of Stuart is not responsible for the content of any RFP package received through any 3rd party service or any source other than DemandStar by Onvia or the City of Stuart Purchasing Division. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any other source than the City of Stuart or DemandStar. Questions concerning terms, conditions and/or specifications will be accepted by the Stuart Procurement & Contracting Services Office until 4:00 pm, Wednesday, November 5, 2014. **Contact Lenora Darden at** ldarden@ci.stuart.fl.us **or by fax at (772) 600-0134.**

Firms desiring to provide the services described above shall submit one (1) original and four (4) copies of their proposals, containing all of the required information **no later than 2:30 pm, Wednesday, November 12, 2014.** Submittals must be sent to Procurement & Contracting Services Division, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after that date and time will not be accepted or considered. Submittals will be opened as soon as practicable thereafter.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Mail/Overnight/Hand Deliver Submittal Responses to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: RFP #2015-151 "Temporary Employee Services"

Publish Date: October 22, 2014

Stuart City Commission
City of Stuart, Florida

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PART I GENERAL INFORMATION

1.1 OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide temporary employee services as described herein.

1.2 DEFINITIONS

"Proposer" shall mean Contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposal.

"City Project Manager or designee" "Representative or Delegate of the City" shall mean the person responsible for project management or City contact.

1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Procurement and Contracting Services Office
City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994

1.4 CONTRACT AWARD

The City of Stuart anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract, but reserves the right to award to more than one, if it's in the City's best interests to do so.

The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to enter negotiations with the second, most responsive and responsible proposer determined by the selection committee, or it may re-solicit proposals.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.5 DEVELOPMENT COSTS

Neither the City, nor its' representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1.6 INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact Lenora Darden, Buyer, regarding questions about the proposal at the Procurement Division, City Hall, 121 SW Flagler Avenue, Stuart, FL 34994, email: ldarden@ci.stuart.fl.us or facsimile: (772) 600-0134. The Procurement and Contracting Services Office will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until seven (7) days prior to the submittal date. Questions shall be faxed or emailed with reference to the RFP number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the Procurement and Contracting Services Office.

1.7 TIMETABLES

The City and proposers shall adhere to the following schedule in all actions concerning this RFP:

A. On October 22, 2014 the City issues the RFP.

B. From October 22, 2014 to November 5, 2014, the City will receive and answer written inquiries received by fax, mail or email.

C. The City must receive the proposals by the closing time and date of 2:30 PM on November 12, 2014.

D. The City will review and evaluate the proposals in a timely manner.

E. Short listed firms may be scheduled for presentations/clarifications as detailed in 4.1 below.

F. The City may enter into a contract after obtaining appropriate approvals.

G. Anticipate effective date of the Contract for these services is intended on or about January 1, 2015.

1.8 DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

1.9 QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following address:

Stuart City Hall
Procurement & Contracting Services Division
121 S.W. Flagler Avenue
Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: **RFP #2015-151 "Temporary Employee Services".** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and four (4) copies of the proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 P.M. ON WEDNESDAY, NOVEMBER 12, 2014.

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Purchasing Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5308, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be returned unopened to the proposer.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.10 ADDENDA

If revisions become necessary, the City will provide written addenda to all respondents who received the Request for Proposals. All addenda issued by the City of Stuart in regard to this RFP shall be acknowledged. Failure to acknowledge all addenda may result in disqualification.

The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive a RFP package from sources other than the City or DemandStar by Onvia.

All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City.

1.11 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

1.12 INSURANCE

The respondent, if awarded a contract, shall maintain insurance coverage (Item 5.2) reflecting the minimum amounts and coverages as required by the City.

1.13 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for 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 in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.14 SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State’s website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

1.15 ASSIGNMENT & SUBCONTRACTING

The successful proposer will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed.

1.16 PROPOSAL AS PUBLIC DOMAIN

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise "restricted".**

1.17 PUBLIC RECORDS: In compliance with F.S. 119.0701 the Contractor shall:

A. Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

B. Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

C. Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

E. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

F. If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

1.18 TAXES & LICENSES: Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

A. **Business Tax Receipt:** Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the RFP.

B. **Licenses:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of RFP receipt. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

1.19 CONTRACT TERM

At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the proper City authorities. The contract may be renewed for two (2) additional one year periods provided both the successful proposer and the City agree and all terms and conditions remain the same as specified below. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.

B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and submitted for approval by the City of Stuart at least 90 days prior to renewal date. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

C. **Non Exclusive Contract:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.20 CONTRACT AMENDMENT

The City may require additional technical and non-technical positions not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

1.21 STANDARDS/REGULATIONS

The City reserves the right to request documentation of Contractor's compliance with standards and regulations to include, but not be limited to: OSHA, required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), minimum wage requirements, and United States citizenship. Contractor services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal regulations related to temporary employee leasing.

1.22 DEFAULT

In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, the City may then

consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

1.23 BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

1.24 REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints (Item 5.3). Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

1.25 COMPETENCY OF RESPONDENTS

Pre-award inspection of the proposer's facility may be made prior to award of Contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

PART II STATEMENT OF WORK

2.1 PURPOSE

The City of Stuart solicits qualified and experienced staffing firms to provide the most qualified and able bodied workers to fill the positions as specified herein. Temporary employees may consist of the following occupational categories:

- **Non-Technical:** Office/clerical, administrative support, customer service representatives, and cashiers
- **Skilled Trades:** Skilled workers with typical hand tools, laborers, mechanics, maintenance and repair specialists, equipment operators, and utility/construction workers
- **Technical:** IT personnel, finance/accounting, planners, and building inspectors.

2.2 BACKGROUND INFORMATION

The incumbent Contractors for this service are Emerald Labor Source and Manpower. The City of Stuart's past expenditures per fiscal year are as follows:

	2011/2012	2012/2013	2013/2014
Emerald Labor	$105,934	$221,836	$265,906
Manpower	$ 13,154	$ 0	$ 17,280

2.3 MINIMUM QUALIFICATIONS AND EXPERIENCE

This RFP shall be awarded only to a responsive and responsible proposer, qualified to provide the work specified. The proposer should submit the following information with their proposal response package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive.

A. Proposers firm must have a minimum of five years comparable experience, specializing in employment/staffing services.

B. Proposer must provide current proof of license for the type of work to be performed in the State of Florida as specified in Item 1.18.

C. Proposer must provide trained personnel with adequate experience and skills to perform the work and provide information related to non-technical, technical, and skilled positions. All temporary personnel must be age 18 years or older.

D. Proposer must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years and provide details of the following: scope of work, location, dates of service, names, addresses and phone numbers of owners.

E. Proposer must provide an assigned Supervisor (to the City account) with a minimum of five (5) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed, including coordination of services.

F. Proposer must provide proof of compliance to Patient Protection and Affordable Care Act of 2010.

2.4 EXAMPLE POSITION DESCRIPTIONS

A. Groundskeeper: Performs manual labor in the maintenance and upkeep of grounds using a variety of hand tools, power tools and equipment. Functions of this job may include, but are not limited to: assists in the maintenance and repair of playgrounds, ball fields, park buildings and structures such as restrooms, tennis and racquetball courts, running track and playground equipment. Mows, waters, places sod, rakes, trims, hedges, edges, cleans restroom, picks up trash and litter. Trims trees, operates lawn tractors, mowers, saws, clippers and other hand tools used in maintenance work. Work may involve operation of trucks and equipment.

B. Laborer I: Performs manual labor in the cleaning and maintenance of municipal property using a variety of hand tools, power tools and equipment. Functions of this job may include, but are not limited to: performs minor maintenance and repair of all streets, sidewalks, and byways in the city, hand sweeps sidewalks and streets, trims vegetation, mows, edges, trims trees, cleans city buildings and offices, cleans trucks, puts up and removes signs, removes dead animals from city streets, digs levels and spreads fill, rock and sand.

C. Laborer II: Performs manual labor in the cleaning and maintenance of municipal property using a variety of hand tools, power tools and equipment. Functions of this job may include, but are not limited to: operates mowers, edgers, clippers, saws, and other hand and power tools used in municipal maintenance, operates equipment and vehicles such as dump trucks, mechanical tools, bush hogs, back hoes, and paint strippers, cuts grass, edges and trims bushes, cleans ponds and soften basins, maintains street and roads, cleans and/or repairs catch basins, swales, curbs,

gutters, repairs sidewalks and other similar concrete facilities and structures, performs general maintenance in offices, cleaning, moving furniture and changing light bulbs.

D. **Sanitation Worker:** Assists in the collection of vegetation, bulk item, and recycling pick up of residential and commercial sanitation customers. Functions of this job may include, but are not limited to: operates hydraulic controls of truck/garbage containers, operates a variety of small equipment, assembling of refuse containers, abandoning septic tanks systems, maintaining city property by mowing and weed eating, cleaning of trucks, refuse containers, restrooms, and other equipment. At times this position may involve heavy physical lifting ad carrying of items weighing over 50 pounds. May also involve walking over rough and/or uneven surfaces, bending, and stooping. This position involves outside work that is performed in a variety of weather conditions.

E. **Custodian:** Performs manual and custodial work in the cleaning and routine maintenance of city facilities and grounds. Functions of this job may include, but are not limited to: cleaning and maintaining offices and restrooms, performing general grounds maintenance around entrances and related custodial duties, cleans, vacuums, dusts offices and restrooms, cleans air filters and vents, sweeps, strips, mops waxes and buffs floors, washes windows, empties trash cans, sorts materials for recycling program, dusts and polishes furniture, woodwork and shelves, stocks offices and restrooms with appropriate supplies, prepares facilities for meeting and related functions, sets up chairs, tables podiums and other required furniture or fixtures, locks or unlocks doors, and performs routine maintenance of city facilities including minor ground maintenance.

F. **Office Assistant:** Performs basic clerical functions not requiring specialized knowledge of systems and procedures. May include photocopying, collating, mailing functions, sorting and distributing mail, filing, answering telephones, receiving visitors, and assembling of documentation. Typing speed minimum 30-45 wpm with accuracy.

G. **Customer Service/Computer Entry Clerk:** Able to handle incoming telephone calls and process requests/orders. Must possess excellent telephone etiquette. Also must be able to handle public inquiries and requests, including order processing at a customer service counter. Secures all incoming revenue, including cash, checks, and credit card payments. Must present a good public image, and communicate in a professional, courteous and intelligent manner. Should be able to research problems and skillfully handle the occasional confrontational issue. Must have over 6 month's customer service and alpha/ numeric computer entry experience. Must be able to maintain database by entering new and updated customer and account information. Prepares source data for computer entry by compiling and sorting information. Typing speed minimum 30-45 wpm with accuracy.

H. **Administrative / Executive Secretary:** Provides administrative support by conducting research, preparing statistical reports, handling information requests, and performing clerical functions such as preparing correspondence, receiving visitors, arranging conference calls, and scheduling meetings. Must have working knowledge of general office procedures. Must be familiar with standard office equipment (phone, fax, copier), and be able to handle routine office administrative functions such as mail, logs, and scheduling. May perform these duties for several people or even represent the entire office staff for a department. Must be familiar with word-processing software and/or spreadsheet applications. Proficient keyboarding skills. Typing speed minimum 50+ wpm with accuracy.

I. **Accounting Clerk:** Knowledge of accounting practices and policies. Assists Accountant or Account Payables staff in opening mail, recording transactions, coding invoices, preparing check

requisitions and data input into accounting software. Reviews and verifies refunds and processes amount for account credit. Operates a computer, adding machine, copier, facsimile machine, typewriter and telephone. High School Diploma or equivalent and experience in clerical and accounting work.

J. **Recreation Leader:** Responsible for planning, organizing and supervising recreational programs, including but not limited to community interest classes, cultural programs and special events. May conduct, participate and/or supervise leisure activities for all ages. Assists in the supervision of after school activities, summer programs, school breaks, holiday camps, including but not limited to field trips.

K. **Building Inspector:** Licensed Building Official with current certifications responsible for professional and technical work involved in various activities relating to the inspection of buildings, facilities, and structures. Responsibilities include the regulation and inspecting of building construction to ensure safety, conformance and compliance with applicable laws, codes, ordinances and regulations of the City of Stuart and Florida Statutes. Must demonstrate outstanding customer service skills.

2.5 SERVICING PROCEDURES

A. All work must be established in advance and with prior approval. The City will contact the Contractor to determine the type of work to be performed. All schedules and the necessary arrangements to implement the scope of work must be made with the review and approval of the City's Project Manager or designees.

B. Contractor shall respond within four (4) hours after the initial request to review the requirement and develop a time for placement. The Contractor shall endeavor to assign all requested services during standard work week hours and without the necessity of overtime labor. City department will convey the work schedule at time of order placement**.** Should it be determined that work cannot be completed during the course of standard work week hours, the Contractor shall provide such information to City Project Manager or designee with a request to authorize such overtime labor. Authorization must be received prior to commencement of such work.

C. Upon completion of services, the City reserves the right to request the Contractor's assigned supervisor to review and provide written acknowledgement/documentation that work performed by their staff has been completed. Supervisors review to be at no additional charge to the City and considered part of the contract award. Supervisor shall document any areas of concern that are above and beyond on their report. The report shall be signed by the Supervisor or their designee and submitted to the City.

2.6 CONTRACTOR'S OBLIGATIONS

A. **Qualified Employees:** All temporary employees provided by the proposer shall be qualified to perform the work as outlined in the job description provided herein. The City reserves the right to request immediate replacements for personnel in the event that any personnel from the successful proposer(s) assigned to the City is found to be unqualified for any specific assignment, the City has the right to return such employee at no cost to the City. The City shall be the sole judge of qualification and its decision shall be final.

B. **Employees are Responsibility of Proposer:** Proposer(s) will be the legally responsibly employer for the temporary personnel during the time they are assigned to work at the City. All employees of the proposer shall be considered to be, at all times, the sole employees of the

proposer under its sole direction and not an employee or agent of the City. The proposer shall supply competent and physically capable employees. The City may require the proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City. Each employee shall have and wear proper identification. The employees utilized under the resulting contract will be provided with and shall follow all policies and procedures of the City.

C. **Patient Protection and Affordable Care Act of 2010:** For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), Contractor hereby agrees that it is the common law employer of any Personnel provided by Contractor to Employer. Contractor agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall Employer be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate.

D. Contractor shall;

- ✓ Make necessary payroll deduction and corresponding tax insurance payments.
- ✓ Strictly comply with immigration and Naturalization Service reporting by processing the form I-9's as required by federal law.
- ✓ Supply State Unemployment insurance and Workers Compensation insurance for all temporary employees provided to the City pursuant to this Contract.
- ✓ Maintain a pool of temporary employees to provide customers' temporary employment staffing needs.

E. Contractor shall provide documentation upon request for all temporary employee's at the proposers expense to include the following;

- Pre-employment drug screening
- Authorization to work in the US
- Statewide criminal check (minimal of 10 years)
- Nationwide criminal/Discover (check state criminal records and sexual predator databases for all states
- Positions associated with children services require fingerprinting and criminal records search (recreation aide, recreation leaders)
- Education verification

2.7 DAMAGE FEES (TEMPORARY TO PERMANENT)

In the event that the City employs a temporary employee, damage fees (temporary to permanent charge) shall not be assessed if the temporary employee has worked for the City a minimum of 160 hours. In the event the City employs a temporary employee that has worked less than 160 hours, the damage fee will not exceed one (1) weeks payment to the successful proposer for the employee.

2.8 SAMPLE FORMS

The City is hereby requesting sample(s) of the following to be submitted with proposal response:

- Timesheets
- Employee Position of Inventory List
- Payroll

2.9 TIMESHEETS, INVOICING AND PAYMENT

A. **Timesheets:** The proposer shall provide their employees with time sheets to record work hours. Time sheets will be submitted weekly to the employee's designated supervisor at the City for signature and approval. Representative or Delegate of the City shall approve Proposer's employee time sheets or that time spent on Work under this Contract. A copy of the approved time sheets shall be attached and submitted with Proposer's related invoice. The City will not be responsible for researching, correcting, or completing inaccurate invoices to otherwise render them acceptable.

B. **Invoicing:** A weekly invoice shall reflect the type of position, date worked, hourly labor rate, hours worked, and purchase order number. A copy of the approved time sheet must accompany invoice.

C. **Payment:** Payment will be paid upon completion and acceptance of the work, net 30 days. Invoices will be checked to confirm compliance with timesheet.

2.10 BUSINESS OPERATIONS

A. **City Hours of Operation:** Unless otherwise directed by the Project Manager; or his designee, the successful Contractor(s) shall insure that services as required are scheduled with the Representative or Delegate of the City **between the hours of 7:00 AM and 5:30 PM; Monday through Friday, any exceptions must have prior approval by the City.**

B. **Inclement Weather Conditions:** Upon approval by the Representative or Delegate of the City, the Contractor may cease operations of services during inclement weather conditions.

C. **Observed Holidays:** Proposer's employees furnished under this Contract will observe holidays as observed by the City. Proposer's employees will not work under this Contract on such holidays and no payment will be made by the City to Proposer for such holidays.

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day & Day After	Christmas Day

PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original and four (4) copies of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

3.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Contractor's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Contractor must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1 ~ Experience/Knowledge/Qualifications

Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Contractor must provide details of comparable experience within the past five years, specializing in employment/staffing services. Detail practical experience, including relevant dates. Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices and estimated response time for placement of service, location of their project team, corporate structure, ownership interest, and the length of company's existence. Describe how the firm shall provide competent able bodied personnel sufficient to effectively carry out its responsibilities under the Contract. The firm shall utilize only competent personnel who are qualified by experience, skill and education that must be 18 years or older.

The firm must assign a Supervisor and shall identify assigned personnel (to the City account) with a minimum of five (5) years' experience in similar work and provide details of the qualifications and technical experience, including job skills, license, and years with firm, to perform the work Any change in Firm's assigned staff must have prior approval by the City. Proposers may submit such additional information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area. The successful proposer will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed.

Tab 2 ~ Operational Plan / Servicing Procedures: Describe, in detail, the proposed plan for providing the services identified in this RFP. Describe the communication procedures and coordination of services to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with City staff. Provide details of availability of qualified personnel to perform services, replacement procedures, and the handling of payroll processes.

Tab 3 ~ Compensation Schedule: Insert all requested pricing in the attached Price Proposal Form. The proposed fees shall include all overhead and expenses. (Item 5.1)

Tab 4 ~ Insurance: Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Item 5.2. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract. The Firm shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein.

Tab 5 ~ References: Provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years and provide details of the following: scope of work, location, dates of service, names, addresses and phone numbers of owners. (Item 5.3)

Tab 6 ~ Submittals / Forms:

- Business Tax Receipt
- State of Florida License
- Sample Forms
- Statement of Compliance to Patient Protection and Affordable Care Act of 2010

Tab 7 ~ Prohibition Non-Collusion/Conflict of Interest Disclosure Statements

- Include the following Statement of Non-Collusion: "The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena."
- Include a disclosure statement advising the City of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.
- Signature on the transmittal letter shall certify the veracity of these statements.

Tab 8 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 9 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART IV EVALUATION OF SUBMISSIONS

4.1 EVALUATION METHOD AND CRITERIA

A. General: The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The City's evaluation criteria will include, but not be limited to, consideration of the following:

EVALUATION CATEGORIES	POINTS POSSIBLE
Overall experience, knowledge, & qualifications	20 pts
References	20 pts
Proposed compensation schedule of rates	10 pts
Operational / Servicing Procedures	20 pts
Location of proposer (Proximity of proposer to City of Stuart)	10 pts
Availability of qualified personnel to perform the services requested	20 pts

B. **Selection:** Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondent. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

C. **Presentations:** The City may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the City's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter.

D. **Contract Award**: All responsive proposals submitted in response to this solicitation will be evaluated and considered. The recommendation for award by the Selection Committee will be presented to the City Commission at a regularly scheduled open meeting.

E. **Terms and Conditions**

All prospective Contractors are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Purchasing Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective Contractor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of Commission action as to the selection or award recommendation.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

As required by FS Section 287.133; "A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list." Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904) 488-8131.

F. **Contact Person:** Questions or requests for additional information shall be directed to Lenora Darden, Buyer, at (772) 288-5308, fax (772) 600-0134, or email: ldarden@ci.stuart.fl.us between the hours of 8:00 a.m. and 4:30 p.m., local time, weekdays.

G. **Purchasing Card Program:** Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Proposer(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).

1. Proposers are requested to acknowledge acceptance of purchasing VISA card on the Proposal Form. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

2. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment a one percent (1%) reduction in their proposal price for evaluation purposes only. When evaluating prices submitted by proposers in response to this solicitation, the total offered price of a proposer committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other proposers' offered price. If the committed bidder is awarded the contract, the award will be at the negotiated contract price.

PART V RFP SUBMITTALS

5.1 PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the Billing Rates set forth on the price proposal form and no extra charge for shall be paid by the City.

GROUP A: NON-TECHNICAL			
Item #	**Position Descriptions**	**Hourly Pay Rate**	**Hourly Bill Rate**
1	Customer Service Representative	$	$
2	Computer Entry Clerk	$	$
3	Office Assistant	$	$
4	Accounting Clerk	$	$
5	Custodian	$	$
6	Cashier	$	$
7	Groundskeeper	$	$
8	Laborer I	$	$
9	Receptionist	$	$
10	Recreation Leader	$	$
GROUP B: SKILLED			
1	Administrative / Executive Secretary	$	$
2	Laborer II	$	$
3	Sanitation Worker	$	$

Company Name: _____

Item #	Position Descriptions	Hourly Pay Rate	Hourly Bill Rate
GROUP C: TECHNICAL			
1	Information Technology (i.e., System Analyst, Network Engineer, Software Applications Developer)	$	$
2	Accounting (i.e. Budget Analyst, Tax Specialist, Audit Tech)	$	$
3	Planner (i.e. Event, Urban, Regional)	$	$
4	Surveyor (i.e. Land, Construction, Property)	$	$
5	Inspector (i.e. Building, Code, Safety, Fire)	$	$
Preferred method of payment is by the City Purchasing Card (VISA). **DO YOU ACCEPT THE PURCHASING CARD (VISA)?** Yes ☐ No ☐			
_____ Calendar Days for Order Placement			

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # _____ through # _____Respondent's Initials _____

_____ _____

(Signature) (Printed Name)

_____ _____

Name of Company, Firm (Printed Title)

_____ _____ _____

Telephone Number Facsimile Number Email Address

5.2 INSURANCE REQUIREMENTS

A. The successful proposer shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida.

B. To the fullest extent permitted by law, Contractor will further hold harmless, defend and indemnify Employer, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure to Contractor's failure to offer health coverage to Personnel which failure results in the assessment of a penalty against Employer.

C. Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds $5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

D. All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

1. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this agreement take out and maintain broad form Commercial General Liability [including premises/operations; products/completed operations with the XCU hazards; personal /advertising injury; and fire damage (minimum $100,000)] for limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate relative to any agreement resulting from this solicitation with the City of Stuart.

2. An Additional Insured endorsement MUST be attached to the Certificate of Insurance and MUST include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations Coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided. XCU coverage is to be included. Coverage is to include a Cross Liability or Severability of Interests Provision.

3. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than $1,000,000.00 combined single limit or $500,000.00 per person/ $1,000,000.00 per accident bodily injury and $250,000.00 per accident property damage.

4. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than $1,000,000.

6. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

7. Owner's Protective Liability Insurance: The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from his operations under the Contract.

8. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

   a. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.

   b. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

   c. City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

5.3 REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name:			
Address			
City	,	State	Zip Code
Contact Name:		Title:	
Phone No:	Fax:	Email:	
Date of Service or Contract Period:		Location	
Summary of Services Performed			Governmental or Private
Dollar Value of Contract $			

#2 REFERENCES

Company/Entity Name:			
Address			
City	,	State	Zip Code
Contact Name:		Title:	
Phone No:	Fax:	Email:	
Date of Service or Contract Period:		Location	
Summary of Services Performed			Governmental or Private
Dollar Value of Contract $			

#3 REFERENCES

Company/Entity Name:			
Address			
City	,	State	Zip Code
Contact Name:		Title:	
Phone No:	Fax:	Email:	
Date of Service or Contract Period:		Location	
Summary of Services Performed			Governmental or Private
Dollar Value of Contract $			

Company Name _____

5.4 PROPOSAL CHECKLIST FORM

A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. These forms are to be submitted with proposal package.

1.	Letter of Transmittal	Yes ☐	No ☐
2.	Acknowledgment of addendum & submission with RFP	Yes ☐	No ☐
3.	Forms: Price Proposal, Sample, References	Yes ☐	No ☐
4.	Proof that Firm name is registered with their State of Origin	Yes ☐	No ☐
5.	Submit a copy of all Licenses, Certificates, Registrations, Business Tax, W-9, PPAC Act, etc.	Yes ☐	No ☐
6.	Submit any data in reference to Contract Performance/ Criteria as requested	Yes ☐	No ☐
7.	Evidence of Insurance	Yes ☐	No ☐
8.	Additional Data is submitted (Optional)	Yes ☐	No ☐
9.	Total of Five (5) sets; one (1) original and four (4) copies are submitted	Yes ☐	No ☐

RFP 2015-151
(to be submitted with RFP response)

COMPANY NAME: _____

5.5 SAMPLE CONTRACT"

STANDARD "SHORT FORM CONTRACT

CONTRACTOR: _____

PROJECT: **RFP #2015-151: TEMPORARY EMPLOYEE SERVICES**

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the ____ day of January, 2015 by and between **_____"** referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Temporary Employee Services by the Contractor and the payment for those services by City as set forth below.

II. STATEMENT OF WORK

The Contractor shall provide Temporary Employee Services pursuant to this Contract as hereinafter provided. These services will include taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the Billing Rates as provided on the approved schedule.

Section 1. **Statement of Work**

Contractor shall provide temporary employee's qualified and able bodied personnel on an as needed basis for various City departments to perform the services as outlined in the job descriptions, including but not limited to Technical, Non-technical, and skilled descriptions as described in Exhibit A (Contractor's response to RFP #2015-151 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. **Term of Contract**

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. **Compensation and Method of Payment**

2.1 **Fee Schedule**

CITY will compensate Contractor for Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the appropriate City officials.

2.2 Invoices

Contractor shall submit weekly invoices to the City for work accomplished under this Contract. Each invoice shall be detailed with type of position, date worked, hourly labor rate, hours worked, and purchase order number, including a copy of the approved time sheet.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

Section 3. Contractor Responsibility

3.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

3.2 Standards/Regulations

Contractor's compliance with standards and regulations to include, but not be limited to: OSHA, required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), minimum wage requirements, and United States citizenship. Contractor services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal regulations related to temporary employee leasing.

3.2 Responsibility for Work

The Contractor must be qualified to perform the work as outlined in the job description provided herein. The City reserves the right to request immediate replacements for personnel in the event that any personnel assigned to the City is found to be unqualified for any specific assignment, the City has the right to return such employee at no cost to the City. The City shall be the sole judge of qualification and its decision shall be final.

The Contractor will be the legally responsibly employer for the temporary personnel during the time they are assigned to work at the City. All employees of the proposer shall be considered to be, at all times, the sole employees of the proposer under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City. Each employee shall have and wear proper identification. The employees utilized under this agreement will be provided with and shall follow all policies and procedures of the City.

The Contractor hereby agrees that it is the common law employer of any Personnel provided by Contractor to Employer. Contractor agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall Employer be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate for purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate").

The Contractor shall assign a Supervisor to the City account. Supervisor is responsible to keep the City informed of the contractor's activities, oversee all work performance, and coordination of services. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the City.

The Contractor shall make necessary payroll deduction and corresponding tax insurance payments; strictly comply with immigration and Naturalization Service reporting by processing the form I-9's as required by federal law; supply State unemployment insurance and workers compensation insurance for all temporary employees provided to the City pursuant to this Contract; and maintain a pool of temporary employees to provide customers' temporary employment staffing needs.

Section 4. Contractor's Records

4.1 Claims

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

4.2 Documentation

Contractor shall provide documentation upon request for all temporary employee's at the Contractor's expense for Pre-employment drug screening, Authorization to work in the US, Statewide criminal check (minimal of 10 years), Nationwide criminal/Discover (check state criminal records and sexual predator databases for all states, and positions associated with children services requiring fingerprinting and criminal records search, and education verification

Section 5. Termination

5.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

5.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

5.3 Default

In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, the City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

Section 6. Damage Fees (Temporary to Permanent)

In the event that the City employs a temporary employee, damage fees (temporary to permanent charge) shall not be accessed if the temporary employee has worked for the City a minimum of 160 hours. In the event the City employs a temporary employee that has worked less than 160 hours, the damage fee will not exceed one (1) weeks payment to the successful proposer for the employee.

Section 7. Persons Bound by Contract

7.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

7.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

7.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

7.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 8. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's Affiliates and their officers, directors, employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract or from and against any Claims in any way arising from or related to a failure to offer health coverage to Personnel which failure results in the assessment of a penalty against Employer.. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 9. Insurance.

9.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Proposal and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds $5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit C**" attached hereto.

9.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 10. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 11. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 12. General Conditions

12.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

12.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

12.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

12.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

12.5 Contract Amendment

The City may require additional technical and non-technical positions not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract

constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

12.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

12.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 13. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

IV. EXHIBITS INCLUDED IN AGREEMENT

"**Exhibit A**" - "Proposal as Submitted by Respondent and Accepted by City"

"**Exhibit B**" - "Original Request for Proposal as Issued by City, including all Addenda"

"**Exhibit C**" - "Insurance and Indemnification."

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

_____
CHERYL WHITE
CITY CLERK

_____
TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

_____
(Signature)

_____
(Signature)

_____
(Signature)

_____
Printed Name

_____
Title

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.u

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

Date: November 3, 2014

To: Prospective Proposers

Subj: Addendum #1 to RFP# 2015-151, Temporary Employee Services

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ADDENDUM #1

This addendum is issued as a result of questions asked by prospective proposers and consists of the following:

1. **Question:** The State of Florida changes the Florida Minimum Wage every year and there have been conversations in Congress regarding the possibility if increasing the Federal Minimum Wage. Would the City consider adding the following language to the RFP? *Changes in the Federal and/ or State Minimum wage shall be accepted as a pass-through charge.*

   Answer: In the event of a State or Federal minimum wage increase, the temporary service may adjust only those rates where they are paying minimum wage. This new rate would be subject to City acceptance.

2. **Question:** In the Groundskeeper Position you say that "Work may involve operation of trucks and equipment". Will the operation of these "trucks and equipment" be on public roadways or be restricted to City Property?

   Answer: Delete last sentence from Item 2.4A: Work may involve operation of trucks and equipment.

3. **Question:** Will any of the positions on pages 7 – 9 be involved in the duties listed below, if so please identify which position?

   - Hydro blasting - This is high pressure water or sand blasting.
   - Work on Roofs
   - Scaffolding - Our employees do not erect, change or modify scaffold.
   - USL&H - work on the docks unloading ships.
   - Jones Act Work - This is work on ships on open sea.
   - Demolition (heavy) - This is the destruction of major buildings or large structures.
   - Work Above Ground – Work higher than six feet off the ground level or a working surface.
   - Tunneling - This is the construction or digging of underground tunnels, shafts, chambers, and passageways.
   - Asbestos Abatement - Asbestos removal.
   - Mold Removal
   - Hot Chemicals - Clean up or work around hot chemical tanks doing clean up of spilled materials.

- Tree Trimming - Tree trimming where it requires employees to climb into trees or use ladders to gain access to upper portions of the tree.
- Heavy Equipment/Motorized Equipment

Answer: The duties listed above are not applicable.

4. **Question:** Are we to bid on all categories and job titles to be considered? For example, may we bid on just 5 item #s in Group A, etc.?

Answer: Proposers do not have to bid all categories in order to be considered." They may submit partial bids. The City of Stuart reserves the right to award to more than one provider, if it's in the City's best interests to do so. The City of Stuart is the sole arbiter of its best interests.

5. **Question:** What is the amount of your past expenditures in the Non-Technical, Skilled, and Technical groups?

Answer: Skilled: $266,838.00 Non-Technical: $17,280.00

Technical: $0 (This is a new category, no past expenditures for this category)

6. **Question:** What information will be sufficient to present to show a sample of Payroll?

Answer: A timesheet is sufficient.

7. **Question:** What are the incumbent bill rates for the Group A-C?

Answer: See City Website: http://www.cityofstuart.us/index.php/purchdownloads and select 2011-106 Sub-Folder. Both contracts are in pdf format.

8. **Question:** How many hours annually are used per Group A-C?

Answer: Undetermined for administration positions. Last year - 240 hours for customer service rep in Utility Billing Division. Public Works, Operations, uses two laborers year round.

9. **Question:** On Page 12 of the RFP under Experience/ Knowledge/ Qualifications in the 2nd. Paragraph says that the Vendor "must assign a Supervisor". Will this be a full-time Supervisor for this contract or can the supervisor have other duties?

Answer: The City is requesting the awarded firm assign a person that has five years' experience that will be responsible for overseeing all work performed, including coordination of services at no additional charge.

10. **Question:** On Page 2 Section 1.7, B. the RFP says that the city will take questions until November 5, 2014. How soon after November 5, 2014 will the questions be answered? Will the answers be sent to each vendor or will they be posted on-line? In the event the City does not respond to the questions by the close of business on November 7, 2014 will they consider postponing the response time?

Answer: All technical questions will be addressed by addenda, which is posted on Onvia at www.demandstar.com. If additional time is necessary based on the responses necessary to answer any additional questions, the City may consider extending due date.

11. **Question:** What is the estimated length of assignments?

Answer: Varies per department per position.

12. **Question:** Will any incumbent temporary personnel be asked to transition over to the newly awarded vendor?

Answer: No

13. **Question:** In case of a federal or state mandated increase (ex. minimum wage increase) how can we protect ourselves and cover the increase along with the increase in taxes & workers comp generated by it?

Answer: See answer to #1.

14. **Question:** Questions on forms requested. If we do not hold a State of Florida license (not required) would you like a copy of State Corp. Papers?

Answer: Leasing/Staffing firm must be in compliance with Florida State Statute 468.525 and must be registered with Florida Division of Corporations.

15. **Question:** Under sample forms, what is an Employee position of inventory list, and what type of payroll form?

Answer: Provide a list of positions your firm offers. Provide a sample form that firm uses for tracking and invoicing purposes.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on November 12, 2014**. Failure to comply will result in disqualification of your proposal submitted.

Lenora Darden, CPPB
Buyer
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to RFP# 2015-151: Temporary Employee Services

Signature	Firm
Date	Email Address

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.u

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

Date: November 5, 2014

To: Prospective Proposers

Subj: Addenda #2 to RFP# 2015-151, Temporary Employee Services

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ADDENDA #2

This Addendum is issued as a result of questions asked by prospective proposers and consists of the following:

1. **Question:** On Page 7, 2.4 C the RFP says that the Labor II position will be operating equipment and vehicles such as dump trucks, brush hogs, back hoes, but your response to Question 3 said, the operation of "Heavy Equipment/ Motorized" was "not applicable". Will the Temporary Employees be operating driving or operating dump trucks, brush hogs, back hoes or any other type of construction vehicle? If yes, where will this be done?

   Answer: No, temporary employees will not be operating, driving, or operating dump trucks, brush hogs, back hoes or any other type of construction vehicle.

2. **Question:** On Page 8, 2.4 D the RFP says that the Sanitation Worker position may include, but are not limited to: operates hydraulic controls of truck/garbage containers? Will this position be on Garbage trucks? Are they working on public roads or in a Landfill or Recycling Center? Can you be more specific as to what the position will be doing when they operate hydraulic controls of truck/garbage containers? Can you provide a detailed list of the vehicles and motorized equipment that will be operated by the Laborer I, Labor II and Sanitation Worker positions? Can you also be specific as to where that equipment will be used?

   Answer: Yes, the hydraulic actuator only. No, this position will not be on garbage trucks. They will be working on public roads, rights of ways, and City parks. See previous answer. Hydraulic actuators only. The motorized equipment operated by the Laborer I, Labor II and Sanitation Worker positions are weed eaters and walk-behind lawn mowers. On the truck, public roads, rights of ways, and City parks.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on November 12, 2014**. Failure to comply will result in disqualification of your proposal submitted.

Lenora Darden, CPPB
Buyer
City of Stuart, Florida

Acknowledgement is hereby made of Addenda #2 to RFP# 2015-151: Temporary Employee Services

Signature	Firm
Date	Email Address

EXHIBIT C

"INSURANCE & INDEMNIFICATION"

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/05/2014

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Milwaukee WI Office
10700 Research Drive
Suite 450
Milwaukee WI 53226 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Famoso, Inc.
dba Manpower Temporary Service
11211 Prosperity Farms Rd, Suite C-210
Palm Beach Gardens FL 33410 USA

COVERAGES **CERTIFICATE NUMBER:** 570053056663 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:			35207790	03/01/2014	03/01/2015	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X EXCESS ONLY			73508789	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION			79850970	03/01/2014	03/01/2015	EACH OCCURRENCE	$25,000,000
							AGGREGATE	$25,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Misc Liab Cvg			35207790 Crime	03/01/2014	03/01/2015	Employee Theft Client Coverage Third Party Dishone:	$2,000,000 Included Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Stuart is included as Additional Insured on General Liability with respect to the negligent act(s) or omission(s) of Manpower employees in the performance of assigned services.

CERTIFICATE HOLDER

City of Stuart
Attn: Lenora Darden
121 SW Flagler Ave.
Stuart FL 34994 USA

CANCELLATION

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

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570053056663

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2014

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
ONE TOWNE SQUARE, SUITE 1100
SOUTHFIELD, MI 48076
Attn: F:313.393.6950

AMIC --92-14-15

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Insurance Company State Of Pennsylvania	19429
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Famoso, Inc.
dba Manpower Temporary Service
11211Prosperity Farms Rd
Suite C-210
Palm Beach Gardens, FL 33410

COVERAGES **CERTIFICATE NUMBER:** CHI-004865862-01 **REVISION NUMBER:** 1

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY / PRO-JECT / LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N: N — ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC020341936	03/01/2014	03/01/2015	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Stuart
Attn: Lenora Darden
121 SW Flagler Ave
Stuart, FL 34994

CANCELLATION

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
of Marsh USA Inc.
John C Hurley

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