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: cxeby@yahoo.com

Emerald Labor Source LLC
Attn: Carla Eby-Corrigan, Owner
935 Hillcrest Ave
Stuart, Fl. 34994

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

Dear Ms. Eby-Corrigan,

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)

Carla Eby-Corrigan
Printed Name

10/28/2015
Date

Owner
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: EMERALD LABOR SOURCE LLC
935 SE HILLCREST AVENUE
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 "Emerald Labor Source LLC" 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 Carla Eby-Corrigan. 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

Deputy Clerk

KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

(Signature)

(Signature)

CONTRACTOR

(Signature)

CARIA Eby-CORRIGAN
Printed Name

Owner
Title

EXHIBIT A

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

RFP #2015-151

Temporary Employee Services

Submitted By

EMERALD LABOR SOURCE LLC

935 SE Hillcrest Avenue

Stuart, FL 34994

772 220-3200

Lenore Darden
Procurement Buyer
Procurement & Contracting Services Office
City Of Stuart, Florida

November 6, 2014

Dear Lenore Darden,

Please accept the accompanying proposal entitled RFP#2015-151, published October 22, 2014, from Emerald Labor Source LLC.

This proposal is in response to the solicitation by the City of Stuart, Florida for RFP#2011-106 for the provision of temporary employee services. This proposal will describe Emerald Labor Source LLC's Qualifications, Compensation Schedule, Service Proposal and Optional Information.

Emerald Labor Source LLC understands it is quoting on providing temporary employees to the City of Stuart for positions listed in the Compensation Schedule. Emerald Labor acknowledges the commitment to servicing the City of Stuart in providing in a timely manner the most qualified and able bodied workers to fill the requirements of the specified positions. Emerald Labor is committed to continuing the relationship it enjoys with the City and will do everything possible to insure we are the best provider available.

Emerald Labor Source LLC declares that this proposal is submitted without collusion with any other person or entity submitting a proposal.

Emerald Labor Source LLC would like to thank the City of Stuart for the opportunity to present this proposal.

Sincerely,

Carla Eby-Corrigan

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: Emerald Labor Source LLC

Experience/Knowledge/Qualifications

Emerald Labor Source LLC is eager to continue the relationship it has enjoyed with the City of Stuart for the past 18 years.

Emerald Staffing Service Inc. was incorporated in 1996 in the State of Florida. In 2006, the name and corporation status were changed to Emerald Labor Source LLC.

In all the years that Emerald Labor Source has been in the Stuart area we have serviced a large portion of the business community in Martin County. Every type of business, from construction, and all the trades, to landscaping, tree trimming, local HOA's, service industries, and even homeowners. We have filled positions with a sub-contractor at the local power plants over the last 6 years and expect to continue in the future.

We have held a contract with the City Of Stuart for the last 6 years but have provided temporary laborers to them for the last 18 years.

We are a small local Business but have enjoyed a stellar reputation in the area, and deal with our clients and employees on a very close and personal level. The Owner of Emerald Labor Source is Carla Eby-Corrigan. Carla has lived in the Stuart Area for 33 years after moving here from Washington DC. She is a hand's on owner and has a background in Employee Leasing and the Temporary Labor Industry for the past 21 years. She has extensive knowledge of Human resources, workers comp, and labor laws, which she oversees in the day to day running of the business. Carla has been very involved with the Stuart Chapter of the American Red Cross over the last 16 years. She served on the Board of Directors for 6 years, but has had to pull back since taking over the daily operations of Emerald Labor Source.

Michael J. Corrigan has been affiliated with the temporary employee industry as a consumer, and a provider over the past 26 years. Originally from Michigan,

Michael moved here in 1996 and formed Emerald Staffing Services at that time. Michael's knowledge of the labor business and the 65 hours a week he spends at the business help to assure our client's needs are met and exceeded.

Lucy Garcia, our administrative assistant and customer service rep has been with Emerald for 18 years. She has lived in Martin County for over 48 years. Her knowledge and experience of the Labor Business assures us that she will be able to handle any issues or direct you to the proper person.

Al Graulich, is a Customer Service Rep that has been with the company for almost 3 years. He is originally from New Jersey but moved to the Stuart area 4 years ago. Though he is newer to the staffing industry he has proven that as the first person you speak with when you call he will be able to answer any of your questions or if he does not have the answer can direct you to someone who does.

The main contact for the City is Carla Eby-Corrigan, but any of the above mentioned personal have and can help with any questions, orders, or issues.

Operational Plan/Servicing Procedures

EMERALD LABOR SOURCE LLC proposes to service the City of Stuart in keeping with the service of the past. Emerald has been servicing the City of Stuart for the last eighteen years, the past six years under contract. The City of Stuart has priority in placement of temporary employees to fill assignments. During emergency situations, the City of Stuart has always received top priority, even at the expense of other clients of Emerald.

Emerald Labor maintains a file of unskilled, semi-skilled, and skilled applicants from which to draw personnel for assignments. This file is updated on a daily basis.

When an order is called in from the department head or supervisors, either Lucy, Al or Carla will take the order and generate a work order/time sheet for the position.

Emerald Labor will provide assignment work sheets for each individual. These time sheets may be used on a daily or weekly basis, to be determined by the supervisor of the department. The supervisor fills in the hours worked daily and signs off on it at the end of the day. The laborer returns the sheet to Emerald where the hours are processed for that day. The payroll week will commence on Thursday and end on the following Wednesday. On Thursday, approved time sheets will generate an invoice for individual departments within the City. Invoices will be mailed upon completion on that Thursday following the work week. The men are giving advances each day and the remainder after taxes on Friday or they receive their full paycheck on Friday. Their choice. This practice has worked very well in the past. If the City requires any changes to this procedure, Emerald will be glad to accommodate the request upon agreement with both parties.

Emerald Labor is always available to resolve any disputes about the quality of temporary employees, safety issues, insubordination or any unforeseen issues

which might arise. Mutual discussions between the City and Emerald will, as in the past, resolve any issues.

We prefer a day's notice to fill a position but will do our best to fill a position the same morning it is called in if necessary.

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	$ 00	$ 00
2	Computer Entry Clerk	$ 00	$ 00
3	Office Assistant	$ 00	$ 00
4	Accounting Clerk	$ 00	$ 00
5	Custodian	$ 8.50	$ 12.85
6	Cashier	$ 00	$ 00
7	Groundskeeper	$ 8.50	$ 12.85
8	Laborer I	$ 8.50	$ 12.85
9	Receptionist	$ 00	$ 00
10	Recreation Leader	$ 00	$ 00
GROUP B: SKILLED			
1	Administrative / Executive Secretary	$ 00	$ 00
2	Laborer II	$ 9.00	$ 13.50
3	Sanitation Worker	$ 10.00	$ 14.95

Company Name: Emerald Labor Source LLC

Item #	Position Descriptions	Hourly Pay Rate	Hourly Bill Rate
	GROUP C: TECHNICAL		
1	Information Technology (i.e., System Analyst, Network Engineer, Software Applications Developer)	$ 00	$ 00
2	Accounting (i.e. Budget Analyst, Tax Specialist, Audit Tech)	$ 00	$ 00
3	Planner (i.e. Event, Urban, Regional)	$ 00	$ 00
4	Surveyor (i.e. Land, Construction, Property)	$ 00	$ 00
5	Inspector (i.e. Building, Code, Safety, Fire)	$ 00	$ 00
Preferred method of payment is by the City Purchasing Card (VISA). **DO YOU ACCEPT THE PURCHASING CARD (VISA)?** Yes [x] No [ ]			
1 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) # 1 through # 2 Respondent's Initials CE-C

(Signature)

Carla Eby-Corrigan
(Printed Name)

Emerald Labor Source LLC
Name of Company, Firm

Owner
(Printed Title)

772 220-3200
Telephone Number

772 220-1645
Facsimile Number

cxeby@yahoo.com
Email Address

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/9/2014

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

Assurance Agency, Ltd.
One Century Centre
1750 E. Golf Road
Schaumburg IL 60173-

CONTACT NAME: Select Division
PHONE (A/C, No, Ext): (847) 797-5700 FAX (A/C, No): 847-440-9133
E-MAIL ADDRESS: select@assuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company o	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Emerald Labor Source, LLC.
P.O. Box 932
935 Hillcrest Ave.
Stuart FL 34995

COVERAGES CERTIFICATE NUMBER: 1543818239 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PRA590856101	6/1/2014	6/1/2015		
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY							$
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB / OCCUR							$
	EXCESS LIAB / CLAIMS-MADE						EACH OCCURRENCE	$
	DED / RETENTION $						AGGREGATE	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					WC STATU-TORY LIMITS / OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			PRA590856101	6/1/2014	6/1/2015	Occurrence: 1,000,000	Agg: 2,000,000

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

It is agreed the folllowing are added as an additional insured on the General Liability as respects operations performed by the named insured in connection with this project:
- City of Stuart

A Waiver of Subrogation applies to the General Liability policy in favor of the above entities, when required by written contract.

CERTIFICATE HOLDER

City of Stuart
300 SW Lucie 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

Daniel A. Kjeran

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/18/2014

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
SUNZ Insurance Solutions, LLC. ID: (Impact)
c/o Impact Staff Leasing, Inc.
250 W. Indiantown Rd. Suite 108
Jupiter, FL 33458

CONTACT NAME: Bridget Grimes
PHONE (A/C, No, Ext): 561-743-0065 FAX (A/C, No):
E-MAIL ADDRESS: bridget@signaturestaffinginc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SUNZ Insurance Company	34762
INSURER B : Aspen Re - London - Best Rating "A"	
INSURER C : Catlin Syndicate - Lloyds - Best Rating "A"	
INSURER D : Brit Syndicate - Lloyds - Best Rating "A"	
INSURER E :	
INSURER F :	

INSURED
Impact Staff Leasing, Inc.
250 W. Indiantown Rd. Suite 108
Jupiter FL 33458

COVERAGES CERTIFICATE NUMBER: 20939106 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE / OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR							
	EXCESS LIAB / CLAIMS-MADE						EACH OCCURRENCE	$
	DED / RETENTION $						AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCPEO0000046 05	8/15/2014	8/15/2015	✓ PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		WCPEO0000046 04	8/15/2013	8/15/2014	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
B	Workers Compensation						This is for informational purposes and nothing shall create any right under such reinsurance.	
C	Excess Coverage							
D								

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

Coverage provided for all leased employees but not subcontractors of: Emerald Labor Source, LLC
Client Effective: 1/1/2013

CERTIFICATE HOLDER

1199

City of Stuart
300 SW St Lucie 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

Glen J Distefano

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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: City Of Stuart		
Address 121 SW Flagler		
City Stuart Stuart ,	State Florida	Zip Code 34994
Contact Name: Cornelius Kossen	Title: Team Leader II	
Phone No: 772 260-1302	Fax: 772 288-1405	Email: ckossen@ci.stuart.fl.us
Date of Service or Contract Period: 2011 thru 2014	Location Distribution & Collections	
Summary of Services Performed Provide Labor		Governmental or Private Goverment
Dollar Value of Contract $ 593,676.00		

#2 REFERENCES

Company/Entity Name: Sunshine Land Design Inc.		
Address 3291 SE Lionel Terr.		
City Stuart ,	State Florida	Zip Code 34997
Contact Name: Franki & Tim Taylor	Title: Owners	
Phone No: 283-2648	Fax: 283-8944	Email:
Date of Service or Contract Period: 2010-current	Location	
Summary of Services Performed Provide Labor		Governmental or Private Private
Dollar Value of Contract $		

#3 REFERENCES

Company/Entity Name: Montes'Tree Service		
Address PO Box 523		
City Palm City ,	State Florida	Zip Code 34991
Contact Name: Carmen Montesano	Title: Owner	
Phone No: 288-8828	Fax: 287-1791	Email:
Date of Service or Contract Period: 2006-current	Location	
Summary of Services Performed Provide Labor		Governmental or Private Private
Dollar Value of Contract $		

Company Name Emerald Labor Source LLC

CITY OF STUART
LOCAL BUSINESS TAX RECEIPT
2014-2015

RECEIPT NO.	ACCOUNT NO.	CATEGORY NO.
6647	23069	020100

BUSINESS TYPE	AGENCY - EMPLOYMENT
OWNER AND LOCATION	EBY-CORRIGAN, CARLA 935 SE HILLCREST AVE
ST/CTY LICENSE	N/A
DESCRIPT	

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

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	EMERALD LABOR SOURCE LLC EBY-CORRIGAN, CARLA 935 HILLCREST AVE STUART FL 34994

DATE
08/04/2014

CHERYL WHITE
CITY CLERK

KEEP THIS RECEIPT - NO TRANSFER WITHOUT ORIGINAL RECEIPT

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

ACCOUNT 1995-275-0532 CERT
PHONE (772)220-3200 SIC NO 008721
LOCATION:
935 HILLCREST AVE STU

HARACTER COUNTS IN MARTIN COUNTY

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

Ruth Pietruszewski
GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST
Martin County Tax Collector

EBY-CORRIGAN, CARLA
EMERALD LABOR SOURCE, LLC
935 HILLCREST AVE
STUART, FL 34994

IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION
OF EMPLOYMENT AGENCY TEMP SERV
AT LOCATION LISTED FOR THE PERIOD BEGINNING ON THE

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

11 2013 41105.0001 26.25 PAID

State of Florida

Department of State

I certify from the records of this office that EMERALD LABOR SOURCE, LLC, is a limited liability company organized under the laws of the State of Florida, filed on July 17, 2006.

The document number of this company is L06000071115.

I further certify that said company has paid all fees due this office through December 31, 2006, and its status is active.

Authentication Code: 906A00045838-071806-L06000071115-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighteenth day of July, 2006

Sue M. Cobb

Sue M. Cobb
Secretary of State

TICKET #: _____

Emerald LABOR SOURCE, LLC

MINIMUM BILL & PAY OF 4 HOURS PER MAN/PER DAY

935 Hillcrest Avenue • Stuart, FL 34994 • Tel. (772) 220-3200 • Fax (772) 220-1645

Client:	Time: : am/pm	Date: / /
Job Site:	Directions:	
Contact:		

ATTENTION: AUTHORIZED SUPERVISORS: Please fill in hours worked by our employees. Sign and return white and yellow top 2 copies at end of each day. Keep pink copy for your records.

ALL JOB ORDERS: All assignments must be performed on the ground unless pre-authorized by ELS.

ATTENTION: EMPLOYEES: I understand I am to contact ELS after completing any assignment to determine if there is other work available for me. I agree that if I do not contact ELS upon completion of the assignment, ELS can assume I am terminating my employment with them.

IMPORTANT NOTICE: Your authorized signature acknowledges that you uderstand and agree that the company named above can not hire ELS personnel without prior approval from this office or FEES AND PENALTIES will apply.

Employee Name	Su	Mo	Tu	We	Th	Fr	Sa	Fut/Ord
1)								
Soc. Sec. #								
2)								
Soc. Sec. #								
3)								
Soc. Sec. #								
4)								
Soc. Sec. #								
5)								
Soc. Sec. #								

Client Signature: Date: / /

NOTICE TO OWNERS WILL BE FILED ON ALL ACCOUNTS OVER 30 DAYS

Employee Position of Inventory List

1) Labor
2) Semiskilled helpers for the trades (e.g. electrician, plumbing, painting.) only to that trade.
3) Skilled construction and trade workers, only to that trade.

Statement of Compliance to
Patient Protection and Affordable Care Act of 2010

At this time we are not required to sponsor a Health Insurance Plan as our employee count falls below the 50 full time equivalent employees. Even though the majority of our employees do not seem to be interested in obtaining health insurance we are working on putting a plan in place in 2015 for the few who have expressed an interest.

Prohibition Non–Collusion / Conflict of Interest Disclosure Statements

Emerald Labor Source LLC 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.

Emerald Labor Source LLC has no potential conflict of interest, real or apparent, that employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

Optional Information

Emerald Labor Source LLC would like to again thank the City of Stuart for the opportunity to submit a proposal for supplying temporary employees. We at Emerald are dedicated to servicing the City of Stuart as we have over the last eighteen years. We believe we have improved the overall quality of our work force, and have sustained the highest caliber of temporary employees in the area. We have a safety program that all of our employees sign into and supply the right safety equipment for each job. We have zero tolerance on alcohol & drugs.

Once again, even though we are not a large national company or part of a franchise, we feel we can deliver the quality of service that the City has come to expect while maintaining a knowledge of the local needs. We would be happy to maintain the high degree of cooperation we have enjoyed with the City of Stuart over the years.

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

Emerald Labor Source LLC
Firm

11-4-2014
Date

Carla Corrigan@emeraldlaborsource.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

Emerald Labor Source LLC
Firm

11/05/2014
Date

cc@emeraldlaborsource.com
Email Address

EXHIBIT B

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

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.us

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

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

Table of Contents

PART I – GENERAL INFORMATION.....1
1.1 OVERVIEW.....1
1.2 DEFINITIONS.....1
1.3 LOCATION OF OPENING.....1
1.4 CONTRACT AWARD.....1
1.5 DEVELOPMENT COSTS.....1
1.6 INQUIRIES.....2
1.7 TIMETABLES.....2
1.8 DELAYS.....2
1.9 QUALIFICATION SUBMISSION & WITHDRAWAL.....2
1.10 ADDENDA.....3
1.11 EQUAL OPPORTUNITY.....3
1.12 INSURANCE.....3
1.13 PUBLIC ENTITY CRIMES.....3
1.14 SUSPENDED VENDOR.....3
1.15 ASSIGNMENT & SUBCONTRACTING.....4
1.16 PROPOSAL AS PUBLIC DOMAIN.....4
1.17 PUBLIC RECORDS.....4
1.18 TAXES & LICENSES.....4
A Business Tax Receipt.....4
B Licenses.....4
1.19 CONTRACT TERM.....5
1.20 CONTRACT AMENDMENT.....5
1.21 STANDARDS/REGULATIONS.....5
1.22 DEFAULT.....5
1.23 BACKGROUND INFORMATION.....6
1.24 REFERENCES/RECORD CHECK.....6
1.25 COMPETENCY OF RESPONDENTS.....6

PART II – STATEMENT OF WORK.....6
2.1 PURPOSE.....6
2.2 BACKGROUND INFORMATION.....6
2.3 MINIMUM QUALIFICATIONS & EXPERIENCE.....7
2.4 EXAMPLE POSITION DESCRIPTIONS.....7
2.5 SERVICING PROCEDURES.....9
2.6 CONTRACTOR'S OBLIGATIONS.....9
2.7 DAMAGE FEES (TEMPORARY TO PERMANENT).....10
2.8 SAMPLE FORMS.....10
2.9 TIMESHEETS, INVOICING & PAYMENT.....11
A Timesheets.....11
B Invoicing.....11
C Payment.....11
2.10 BUSINESS OPERATIONS.....11
A Hours of Operation.....11
B Inclement Weather Conditions.....11
C Observed Holidays.....11

PART III – INSTRUCTIONS FOR PREPARING SUBMISSIONS 11
3.1 RULES FOR SUBMISSION 11
3.2 PROPOSAL FORMAT 12
Letter of Transmittal 12
T1 Qualifications/Knowledge/Experience 12
T2 Operational Plan/ Servicing Procedures 12
T3 Compensation Schedule 12
T4 Insurance 12
T5 References 13
T6 Submittal / Forms 13
T7 Disclosure Statements 13
T8 Optional Information 13
T9 Addenda 13

PART IV – EVALUTION OF SUBMISSIONS 13
4.1 EVALUATION METHOD AND CRITERIA 13
A General 13
B Selection 14
C Presentations 14
D Contract Award 14
E Terms & Conditions 14
F Contact Person 14
G Purchasing Card Program 14

PART V – RFP SUBMITTALS 16
5.1 PROPOSAL FORM 16
5.2 INSURANCE REQUIREMENTS 18
5.3 REFERENCE FORM 20
5.4 PROPOSAL CHECKLIST FORM 21
5.5 SAMPLE CONTRACT 22

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

---

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

---

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): 12/23/2014

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

Assurance Agency, Ltd.
One Century Centre
1750 E. Golf Road
Schaumburg, IL 60173

CONTACT NAME: Select Division
PHONE (A/C, No, Ext): (847) 797-5700
FAX (A/C, No): 847-440-9133
E-MAIL ADDRESS: select@assuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company o	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Emerald Labor Source, LLC.
P.O. Box 932
935 Hillcrest Ave.
Stuart, FL 34995

COVERAGES **CERTIFICATE NUMBER:** 1075578879 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			PRA590856101	6/1/2014	6/1/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							$
A	**AUTOMOBILE LIABILITY**			PRA590856101	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			PRA590856101	6/1/2014	6/1/2015	Occurrence: 1,000,000	Agg: 2,000,000

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

Re: Project 2015- 151, Temporary Employee Services

It is agreed the folllowing are added as an additional insured on the General Liability as respects operations performed by the named insured in connection with this project:
- City of Stuart

A Waiver of Subrogation applies to the General Liability policy in favor of the above entities, when required by written contract.

CERTIFICATE HOLDER

City of Stuart
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

Daniel A. Kferas

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2014

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
SUNZ Insurance Solutions, LLC. ID: (Impact)
c/o Impact Staff Leasing, Inc.
250 W. Indiantown Rd. Suite 108
Jupiter, FL 33458

CONTACT NAME: Bridget Grimes
PHONE (A/C, No, Ext): 561-743-0065 FAX (A/C, No):
E-MAIL ADDRESS: bridget@signaturestaffinginc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SUNZ Insurance Company	34762
INSURER B : Aspen Re - London - Best Rating "A"	
INSURER C : Catlin Syndicate - Lloyds - Best Rating "A"	
INSURER D : Brit Syndicate - Lloyds - Best Rating "A"	
INSURER E :	
INSURER F :	

INSURED
Impact Staff Leasing, Inc.
250 W. Indiantown Rd. Suite 108
Jupiter FL 33458

COVERAGES CERTIFICATE NUMBER: 22684790 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	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			WCPEO0000046 05	8/15/2014	8/15/2015	✓ PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	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
B	Workers Compensation						This is for informational purposes and nothing shall create any right under such reinsurance.	
C	Excess Coverage							
D								

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

Coverage provided for all leased employees but not subcontractors of: Emerald Labor Source, LLC
Client Effective: 1/1/2013
2015-151; TEMPORARY EMPLOYEE SERVICES

CERTIFICATE HOLDER

1199

CITY OF STUART
121 SW FLAGLER AVENUE
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

Glen J Distefano

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD