



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.

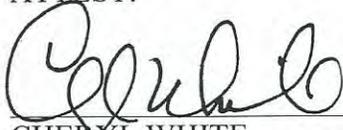
Commissioner KRAUSKOPF offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CAMPENNI and upon being put to a roll call vote, the vote was as follows:

KELLI GLASS LEIGHTON, MAYOR  
JEFFREY KRAUSKOPF, VICE MAYOR  
TOM CAMEPNNI , COMMISSIONER  
EULA CLARKE, COMMISSIONER  
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT
X		
X		
X		
X		
X		

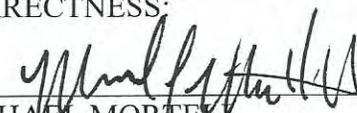
ADOPTED this 8<sup>th</sup> day of December, 2014.

ATTEST:

  
\_\_\_\_\_  
CHERYL WHITE  
CITY CLERK

  
\_\_\_\_\_  
KELLI GLASS LEIGHTON  
MAYOR

REVIEWED FOR FORM AND  
CORRECTNESS:

  
\_\_\_\_\_  
MICHAEL MORCELL  
CITY ATTORNEY





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

**CONTRACTOR:** TAMPA SERVICE COMPANY, INC,  
DBA: PACESETTER PERSONNEL SERVICES  
P O BOX 2146  
HOUSTON, TX 77252-2146

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

**CONTRACT FOR SERVICES**

THIS CONTRACT, hereinafter "Contract," made and entered into the 1<sup>st</sup> day of January, 2015 by and between "Tampa Service Company, Inc. DBA Pacesetter Personnel Services, 2222 SE Indian Street, Stuart Florida 34997" 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 responsible 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 **Donny V. Ottofaro** located at **2222 SE Indian Street, Stuart, FL**. 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 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 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 subcontractors, 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"

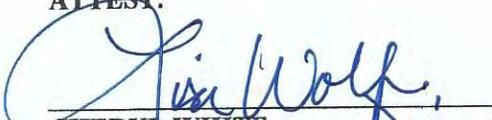
“**Exhibit B**” - “Original Request for Proposal as Issued by City, including all Addenda”

“**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:

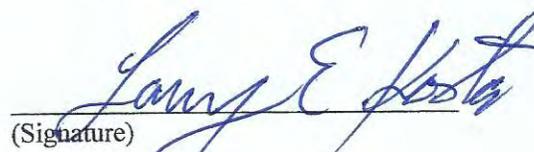
  
\_\_\_\_\_  
MICHAEL MORTELL  
CITY ATTORNEY

WITNESSES:

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

CONTRACTOR

  
\_\_\_\_\_  
(Signature)

Larry E. Kosta  
\_\_\_\_\_  
Printed Name

Vice President of Government Affairs  
\_\_\_\_\_  
Title

**EXHIBIT A**

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

**CITY OF STUART**

Purchasing Department

121 SW Flagler Avenue

Stuart, Florida 34994

**REQUEST FOR PROPOSAL NUMBER: RFP #2015-151**

**INVITATION TO BID TITLE: Temporary Employee Services**

**HOUR AND DATE DUE DATE: Wednesday, November 12, 2014 @ 2:30 pm**

**NAME OF BIDDER: Tampa Service Company, Inc. DBA Pacesetter Personnel  
Services**

PO Box 2146

Houston, Texas 77252-2146



P.O. BOX 2146  
HOUSTON, TEXAS 77252  
(713) 529-0202 PHONE  
(713) 524-4454 FAX

City of Stuart Commissioners and Mr. Paul J. Nicoletti, City Manager

121 SW Flagler Avenue

Stuart, Florida 34994

RE: RFP #2015-151 (Temporary Employee Services)

November 10, 2014

Ladies and Gentlemen:

Since 1992 Tampa Service Company, Inc. DBA Pace Setter Personnel Services has been supplying Florida Cities, Counties and the Private Sector with qualified temporary employees to meet their individual needs.

We are submitting our proposal in response to the solicitation by the City of Stuart, Florida for RFP #2015-151 (Temporary Employee Services). This proposal will demonstrate how Tampa Service Company, Inc. DBA Pace Setter Personnel Services can and will respond to the Cities temporary needs with a qualified workforce.

Tampa Service Company, Inc. DBA Pace Setter Personnel Services understands It is quoting on providing temporary employees for the City of Stuart for positions listed on pages 16 & 17 of RFP #2015-151 in the Compensation Schedule. We are committed to servicing the City of Stuart by providing, in a timely manner, with the most qualified and able bodied workers.

Tampa Service Company, Inc. DBA Pace Setter Personnel Services declares that this proposal is submitted without collusion with any other person or entity submitting a proposal.

Tampa Service Company, Inc. DBA Pace Setter Personnel Services would like to thank the City of Stuart for the opportunity to present this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry E. Kosta". The signature is fluid and cursive.

Larry E. Kosta, Vice President of Government Relations  
Tampa Service Company, Inc. DBA Pace Setter Personnel

<b>1</b>	<b>Experience/Knowledge/ Qualifications</b>
<b>2</b>	<b>Operational Plan/Serviceing Procedures</b>
<b>3</b>	<b>Compensation Schedule</b>
<b>4</b>	<b>Insurance</b>
<b>5</b>	<b>References</b>
<b>6</b>	<b>Submittals/Forms</b>
<b>7</b>	<b>Prohibition Non-Collusion/Conflict of Interest Disclosure Statements</b>
<b>8</b>	<b>Optional Information</b>
<b>9</b>	<b>Addenda</b>
<b>10</b>	

**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:** Tampa Service Company, Inc. DBA Pacesetter Personnel Services

**PRATICAL EXPERIENCE OF TAMPA SERVICE COMPANY. INC.  
DBA  
PACESETTER PERSONNEL SERVICES  
WITHIN THE PAST FIVE YEARS**

COUNTY OF VOLUSIA  
123 WEST INDIANA AVENUE  
DELAND, FLORIDA 32720-4608  
2009 – PRESENT

CITY OF CAPE CORAL  
1015 CULTURAL BOULEVARD  
Cape Coral, Florida 33910  
2011 – PRESENT

CITY OF ORLANDO  
400 SOUTH ORANGE AVENUE  
ORLANDO, FLORIDA 32801  
2010 – 2014

COUNTY OF LEE  
PO BOX 398  
FORT MEYERS, FLORIDA 33902-0398  
2009 – PRESENT

COUNTY OF MARTIN  
2401 EAST MONTEREY ROAD  
STUART, FLORIDA 34996  
2013 – PRESENT

CLAY COUNTY  
3545 Rosemary Hill Road  
Green Cove Springs, Florida 33042-8562  
2014 -0 PRESENT

SOUTHEAST FLORIDA GOVERNMENTAL PURCCHASING COOPERTATIVE GROUP  
9551 WEST SAMPLE ROAD  
CORAL SPRINGS, FLORIDA 33605  
2011 – PRESENT

CITY OF TAMPA  
306 EAST JACKSON, 2E  
RAMPA, FLORIDA 33602  
2010 - PRESENT

**BRIEF HISTORY OF TAMPA SERVICE COMPANY, INC.  
DBA  
PACESETTER PERSONNEL SERVICES**

FW Services, Inc. DBA Pacesetter Personnel Services (Pacesetter) began doing business in Florida in 1992, providing General Labor and over the years began expanding throughout Florida.

Since 1992 Mr. Ken Joekel has been Chairmen/ President/ CEO/ Director and Sole Stockholder.

In 2006 Pacesetter, in addition to the General Labor, began operating a Licensed Employee Leasing Company.

After weathering several economic downturns and stabilizing the company Mr. Joekel began expanding Pacesetter and today has 16 offices in Florida with over 200 full- time employees. Currently Pacesetter has three operating divisions: General Labor Division, Skilled Labor Division and a Professional Employer Organization/ Payrolling Division.

The location of the corporate office for Pacesetter is located in Houston, Texas.

Pacesetter's Florida Offices are located at:  
11680 Bonita Beach Rd. # 101; Bonita Spring, FL 34135  
402 Madison Ave.; Daytona Beach, FL 32114  
381 E. Commercial; Fort Lauderdale, FL 33334  
4901 Palm Beach Blvd. #170; Fort Myers, FL 33905  
103 Rickey Ave. Ste. F; Fort Walton Beach, FL 32547  
249 East 8th. St.; Jacksonville, FL 32206  
1383 Gulf To Bay Blvd.; Clearwater, FL 33755  
1069 West Flagler St.; Miami, FL 33130  
1348 W. Central Blvd.; Orlando, FL 32805  
1106 W. Vine St.; Kissimmee, FL 34741  
1101 Harrison Ave.; Panama City, FL 32401  
3700 North Pace; Pensacola, FL 32505  
1038 N. Washington; Sarasota, FL 34237  
2222 SE Indian St.; Stuart, FL 34997  
2611 East 4th. Ave.; Tampa, FL 33605  
902 West Busch Blvd. #107; Tampa, FL 33612

## HANDELING OF RFP #2015-151

The Project Team for RFP #2015-151 will office out of our Stuart Office.

The Team anticipates that they will be able to provide Unskilled Temporaries within 48 hours and Semi-skilled and Skilled Temporaries within 3-5 working days, depending on position.

Pacesetter will be able to provide competent personnel sufficient to efficiently carry out our responsibility under the Contract thru our Team of recruiters who are required to research every position that comes to us and familiarize themselves with our clients specific needs. Once our recruiter has a complete understanding of the position, a Team meeting is called to discuss their research and make sure every detail is examined in order to properly interview and review a candidate's qualifications. We will always ask questions of our client to make sure we understand exactly what we are looking at and looking for. Our Team is extremely detail oriented, maintains exemplary communication practices, and constantly reports to their manager on progression. Time management and communication are our most important details and in order to maintain our success rate and fluid practices, our Team meetings educate everyone in the branch on a specific technical trade expanding our Team's knowledge into more versatile and complete recruiting practices.

## RESUME FOR THE TEAM SUPERVISOR FOR RFP #2015-151

Donny V. Ottofaro  
2222 SE Indian Street  
Port Saint Lucie, Florida 34997  
407-271-2566  
dottofaro@pps.com

Results driven, energetic and team oriented professional, experienced in Skilled trades recruiting, assessment testing, operations, website building, graphic design, sales, marketing, event planning and coordination, social media marketing, and quality control.

### Summary of Qualifications

- National Skilled Trades Recruiting Professional in the Construction Staffing Industry for 40 year old temporary staffing firm with over \$300,000,000 in annual billing.
- Develop, customize and execute recruiting plans based/assessed on client's personnel needs from one to a hundred qualified tradesmen, assessment test candidates, and remain responsible for maintaining a database of hundreds of skilled construction tradesmen. Utilizing of several professional job board resources and maintaining postings.
- Management of business operations including pricing strategies, business needs assessment, marketing trends and promotions, purchasing, staff training, supervision, sponsorship contracts, event planning/coordinating, graphic design, motivator and mentor.
- Proactive leader with the ability to quickly grasp and put into application new ideas, concepts, and methods while encouraging teamwork, collaboration and cooperation.
- Strong written, oral communication and interpersonal skills. Effectively utilizes expertise and creative talents. Methodical and flexible.
- Committed to achieve excellence and a strong desire for career growth potential.

### Work Experience

Pacesetter Personnel Services (PPS)- Kissimmee, FL

September

2011-Current

National Skilled Trades Recruiting Manager and Major Accounts Representative

- Responsible for the creation and implementation of a temporary skilled trade's labor firm for multi-million dollar corporation based in the commercial, industrial and manufacturing industries.
- Expansion into national recruiting for new and existing customers and successfully filling job orders both local to Florida and nationally where a dispatch branch be may not available with travel as needed and/or required.
- Place candidates with various citizenships including Work Authorization and Permanent Resident status. Introduce workers to the right attorneys for work authorization status situations and transfers/processes.
- Utilize search engines to post job opportunities and pro-actively seek out qualified tradesmen using such resources as Career Builder, LinkedIn, Indeed, and Road Techs.

- Create/Develop skilled assessment testing for new hire skilled workers to ensure our customers receive the right worker for the job's needs.
- Recruitment of staff by networking through industry contacts, association memberships, trade groups and employees while coordinating and implementing recruitment initiatives.
- Interview and test personnel in the fields of welding, electrical, carpentry (metal stud/wood framing/drywall, forms, finish, acoustic ceiling, layout) mechanical, heavy machine operation, concrete, masonry, HVAC, CDL drivers, building maintenance personnel, General Trades, Estimator, Foreman, Superintendent and administrative/clerical positions. Provide insight on pay scales to assist with contract completion of county and city bids from 3 months to 5 years, from \$25,000 to \$2.5 million.
- Follow and present safety protocols at all times while utilizing corporate safety department personnel vigorously following both PPS and OSHA safety requirements and keeping risk management at a division record low.
- Web site built specifically for national recruiting applications and new customer start up applications, [www.ppsapply.com](http://www.ppsapply.com). Responsible to maintain and communicate general inquires and current job opportunities.
- Re-created corporate awareness of presentations, portfolio building, social media marketing and developed new contractual agreements.
- Background/ MVR/DOT checks, 5/7/10 panel pre-employment drug screening, application processing including I9 verification processes, and employee payroll. Established as a member of E-Verify.
- Coordinated interviews and send confirmation correspondence, re-confirm attendance prior to interview, conduct interview follow-up and corresponded with client and candidate accordingly.
- Expert knowledge in calculating and negotiating new salaries/hourly pay rates according to market trends and area availability, negotiate daily/weekly per diems, contract rates, benefits and 90 day temp-to-perm candidates on a case-by-case basis, most of the time influencing their decision into exploring the opportunity.
- Successfully manage a skilled labor staff of up to 100 personnel, train an office staff up to 7 personnel including Jr. Recruiters, and team member of a top producing sales team.

Future 6 Helping Hand Fund, Inc.  
going

June 2011-on

- Executive of a 501(C)3 nonprofit organization pursuing action sports camps for under privileged and/or special needs children/adults.
- Building, organizing and planning of action sports events including interacting and with volunteers, various organizational committees, sporting material providers, media and soliciting for sponsors.
- Responsible for all Social Media and ad campaigns to aid in fundraising, marketing efforts and brand recognition including design and production of graphic materials such as posters, banners, promotional items, brochures, business cards, and media/press releases.
- Recruit, hire and manage volunteer professional athletes to train and interact with children and/or adults who have never participated in action sports such as skateboarding, surfing, self-defense or wakeboarding.

- Developed website concepts and held responsible for maintenance and upkeep, event photography, graphic design, and social media marketing utilizing Go Daddy platform with Word Press integration.
- Create on-going mentorship programs for children with interest in action sports.
- Branded the term "Y.A.P." for Youth Athletic Programs as the community's source for recognizing the programs in place.

Cycle Sports Center Inc. - Orlando, FL  
through June 2011

August 2009

Sales Manager/Finance and Insurance Manager

- Transformed an under-producing sales department by identifying unrealized dealership revenue potential.
- Developed back end revenue by generating programs that increased front-end annual gross sales 100% in first year (2009), and 43% in the second year (2010) and 46% as of my departure in June 2011.
- Increased unit sales 31% in 2009, 36% in 2010 and 39% as of my departure in June 2011.
- Generated new business through networking and creative marketing plans within budget.
- Active in Marketing, Advertising and Promotional strategies and planning including Trade Show product, booth design and set up.
- Development of training modules, policies and procedures, and development of strategic hiring practices of sales/parts/cashier counter/service department personnel.

#### Education

- Palm Beach State College, Lake Worth, Florida
- State and National Fire Suppression/EMS Certified 2000
- Lemco Sales Training
- Motorcycle Mechanics Institute, Orlando, FL

#### Professional Development

- MS Suit, Adobe Illustrator (Up to Version 6), Word Press, all Social Media
- Database building, E-Verify, Resourcing
- Vital networking skills including memberships with DDA's and COC
- Competitive advantage through constant market analysis

#### Awards

- Outstanding Performance Award, Polaris Star 2010/2011
- Outstanding Performance Award, Yamaha Service Select 2011
- Finance Manager of the Year (Recreational Sports) Ridenow Powersports 2008
- Outstanding Performance/Top New Branch 2013/Q2 (PPS)

## **OPERATIONAL PLAN/ SERVICING PROCEDURES FOR RFP #2015-151**

With our individual branches that cover a vast area of experience in a variety of fields, Tampa Service Company, Inc. DBA Pacesetter Personnel Services (Pacesetter) has been recruiting qualified candidates for our clients since 1992 on a daily basis. We currently maintain several branches that are specifically designated for recruiting specific types of positions including corporate executive level, administrative/clerical, construction, light industrial and manufacturing just to name a few. We currently maintain our own recruiting firms throughout Florida with a combined 100 years of experience, teamwork, leadership, quality control, and organizational communication that is second to none. Many in our management team have an excess of 25 years of experience in the personnel industry.

Pacesetter uses a large variety of job boards including InDeed, Career Builder, Simply Hired, and our website developed by our Kissimmee firm, [www.ppsapply.com](http://www.ppsapply.com). We utilize local facilities for pre-employment drug screening, Applicant 360 for our background examination, and we have several avenues of assessment testing to ensure each open position receives the highest qualified employee placements.

Replacement procedures are handled fast with smooth transitions as our recruiting firms maintain major databases full of resumes and applications in all fields we cover. Our recruitment staff maintains communication with available Team members in order to keep their data bases up to date with available candidates and current staff members.

Pacesetter payroll processes are customized to our client's needs. We have the ability to stay in line with our client's standard payroll process so there is no administrative confusion on standard practices. Payroll would be submitted to the PPS account representative who works directly with our payroll administration department. The client would attain all proper documentation per temporary staff member in one simple email including standard invoicing, payroll register, and backup.

**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.

<b>GROUP A: NON-TECHNICAL</b>			
<b>Item #</b>	<b>Position Descriptions</b>	<b>Hourly Pay Rate</b>	<b>Hourly Bill Rate</b>
1	Customer Service Representative	\$9.00	\$12.78
2	Computer Entry Clerk	\$9.00	\$12.78
3	Office Assistant	\$9.00	\$12.78
4	Accounting Clerk	\$10.00	\$14.20
5	Custodian	\$7.93	\$11.26
6	Cashier	\$7.93	\$11.26
7	Groundskeeper	\$7.93	\$11.50
8	Laborer I	\$7.93	\$11.26
9	Receptionist	\$9.00	\$12.78
10	Recreation Leader	\$NB	\$NB
<b>GROUP B: SKILLED</b>			
1	Administrative / Executive Secretary	\$12.00	\$17.04
2	Laborer II	\$7.93	\$11.50
3	Sanitation Worker	\$7.93	\$12.21

Company Name: Tampa Service Company, Inc. DBA Pacesetter Personnel Services

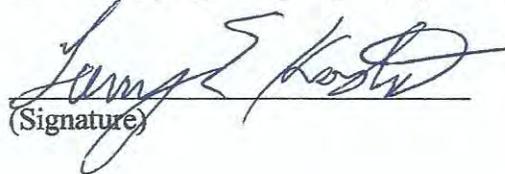
Item #	Position Descriptions	Hourly Pay Rate	Hourly Bill Rate
<b>GROUP C: TECHNICAL</b>			
1	Information Technology (i.e., System Analyst, Network Engineer, Software Applications Developer)	\$20.00	\$28.40
2	Accounting (i.e. Budget Analyst, Tax Specialist, Audit Tech)	\$13.00	\$18.46
3	Planner (i.e. Event, Urban, Regional)	\$NB	\$NB
4	Surveyor (i.e. Land, Construction, Property)	\$NB	\$NB
5	Inspector (i.e. Building, Code, Safety, Fire)	\$NB	\$NB
Preferred method of payment is by the City Purchasing Card (VISA). <b>DO YOU ACCEPT THE PURCHASING CARD (VISA)?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
<u>2 - 6 Depending on Position</u> 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 LEK

  
(Signature)

Larry E. Kosta  
(Printed Name)

Tampa Service Company, Inc. DBA Pacesetter  
Name of Company, Firm Personnel Services

Vice President of Government Relations  
(Printed Title)

(512)474-4481  
Telephone Number

(512)474-4666  
Facsimile Number

lkosta@pps.com  
Email Address



The General Liability policy includes a blanket notice of cancellation to certificate holders endorsement form#ALL-34275 (10/11). The Workers Compensation policy includes a blanket notice of cancellation form#WC990369 (01/11). The General Liability and Umbrella Policies contain a special endorsement with "Primary and Noncontributory" wording. Additional Insured in favor of City of Stuart (on all policies except Workers' Compensation/EL) where and to the extent required by written contract. Waiver of Subrogation in favor of City of Stuart on all policies where and to the extent required by written contract where permissible by law.

**Workers' Compensation and Employers' Liability Policy**

Named Insured FW SERVICES, INC. 3203 WEST ALABAMA HOUSTON TX 77098	Endorsement Number
	Policy Number Symbol: WLR Number: C47885942
Policy Period 03-11-2014 TO 03-11-2015	Effective Date of Endorsement 03-11-2014
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.  
This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent

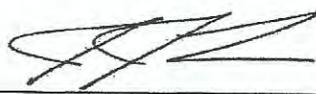
**Workers' Compensation and Employers' Liability Policy**

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Policy Period 03-11-2014 TO 03-11-2015	Effective Date of Endorsement 03-11-2014
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE  
NOTICE BY INSURED'S REPRESENTATIVE**

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition* to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



\_\_\_\_\_  
Authorized Representative

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured FW Services, Inc.			Endorsement Number 1
Policy Symbol XSL	Policy Number G27331750	Policy Period 03/11/2014 to 03/11/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

**Name of Person or Organization:** Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

  
Authorized Agent

**NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED**

Named Insured FW Services, Inc.			Endorsement Number 2
Policy Symbol KSL	Policy Number G27331750	Policy Period 03/11/2014 to 03/11/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

*Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of this policy.*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE**

Schedule

Organization

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and we will not seek contribution from the other insurance available to the Additional Insured. Your "retained amount" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

*J. Kelly*

Authorized Agent

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

Named Insured FW Services, Inc.			Endorsement Number 4
Policy Symbol XSL	Policy Number G27331750	Policy Period 03/11/2014 to 03/11/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This Endorsement modifies insurance provided under the following:

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss;	All locations where you perform work for such additional insured pursuant to any such written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

  
 Authorized Representative

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

Named Insured FW Services, Inc.			Endorsement Number 8.
Policy Symbol XSL	Policy Number G27331750	Policy Period 03/11/2014 to 03/11/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

Name of Person or Organization: Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

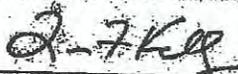
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance And Retained Limit:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

  
Authorized Representative



ace group

## NOTICE TO POLICYHOLDERS

### NOTICE TO OTHERS – SCHEDULE NOTICE BY INSURED'S REPRESENTATIVE

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice of cancellation, as provided by your representative, is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. The provisions of this notice do not apply in the event that you cancel the Policy.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2014

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).

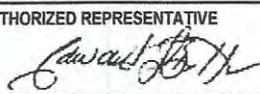
<b>PRODUCER</b> Bowen, Miellette & Britt Insurance Agency, LLC 1111 North Loop West, #400 Houston TX 77008	<b>CONTACT NAME:</b> Lacy Hobbs	<b>PHONE (A/C, No, Ext):</b> 713-880-7100	<b>FAX (A/C, No):</b> 713-880-7166	
	<b>E-MAIL ADDRESS:</b> certificates@bmbinc.com			
<b>INSURED</b> FW SERVICES Tampa Service Co., Inc. d/b/a Pacesetter Personnel Services PO Box 108 Houston TX 77268	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
	<b>INSURER A:</b> National Liability & Fire Ins Co		20052	
	<b>INSURER B:</b>			
	<b>INSURER C:</b>			
	<b>INSURER D:</b>			
	<b>INSURER E:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** 328370048      **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
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	73APS045643	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Additional Insured provided per the attached endorsement

<b>CERTIFICATE HOLDER</b>  City of Stuart / Procurement & Contracting Services Office (RFP #2015-151) 121 SW Flagler Ave. Stuart FL 34994	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED ENDORSEMENT**

In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to include the additional insured named herein, provided that:

- 1) such insurance applies only to the ownership, maintenance or use of a covered auto; and
- 2) such insurance applies only to acts or omissions by you, your agents or your "employees" while such covered auto is being used in your business; and
- 3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured's agents or "employees" other than you; and
- 4) such inclusion of additional insured shall not increase our limit of liability under this policy.

### **ADDITIONAL INSURED:**

" ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS REQUIRED BY WRITTEN CONTRACT TO ADD AS AN INSURED"

All other terms, conditions and agreements remain unchanged.

Additional Premium: \$ \_\_\_\_\_

Company Name NATIONAL LIABILITY & FIRE INSURANCE COMPANY	Policy Number 73APS045643
	Endorsement Effective 8/1/2014 9:22 A.M.
Named Insured FW SERVICES INC	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**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: County of Martin		
Address 2401 East Monterey Road		
City Stuart	State Florida	Zip Code 34996
Contact Name: Nicole Carey		Title: Purchasing Manager
Phone No: (771)288-5481	Fax: (772)288-5414	Email: ncarey@martin.fl.us
Date of Service or Contract Period: 9/2013 - Present		Location Martin County
Summary of Services Performed Day Labor Services Governmental or Private Government		
Dollar Value of Contract \$ 200,000.00 Annually		

**#2 REFERENCES**

Company/Entity Name: Robins and Morton		
Address 423 South Keller Road, #200		
City Orlando	State Florida	Zip Code 32810
Contact Name: Don Burke, Sr.		Title: Senior Estimator
Phone No: (407)916-7235	Fax: NA	Email: dburke@robinsmorton.com
Date of Service or Contract Period: 1/2012 - Present		Location Various Locations In Florida
Summary of Services Performed Skilled Labor Governmental or Private Private		
Dollar Value of Contract \$ 15,000,000.00 Since 2012		

**#3 REFERENCES**

Company/Entity Name: Dickerson Florida, Inc.		
Address 3122 North 25th. Street		
City Fort Pierce	State Florida	Zip Code 34946
Contact Name: Wayne Hollis		Title: Senior Superintendent
Phone No: (772)260-7560	Fax: (772)429-4445	Email: NA
Date of Service or Contract Period: 2008 - Present		Location Martin & St. Lucie Counties
Summary of Services Performed Skilled/ Unskilled Governmental or Private Private		
Dollar Value of Contract \$ 750,000.00 since 2008		

Company Name Tampa Service Company, Inc. DBA Pacesetter Personnel Services

**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: Southeast Florida Governmental Puechasing Cooperative Group		
Address 9551 West Sample Road		
City Coral Springs	State Florida	Zip Code 33605
Contact Name: Gail Dixon		Title: Purchasing Agent II
Phone No: (954)344-1104	Fax: (954)344-1186	Email: gdixon@coralsprings.org
Date of Service or Contract Period: 2001 - Present		Location Member Cities
Summary of Services Performed Skilled/ Unskilled		Governmental or Private Government
Value of Contract 36,560 hours per year		

**#2 REFERENCES**

Company/Entity Name: City of Tampa		
Address 306 East Jackson, 2E		
City Tampa	State Florida	Zip Code 33602
Contact Name: Blake Leonard		Title: Senior Procurement Analyst
Phone No: (813)274-8351	Fax: (813)274-4385	Email: blake.leonard@ci.tampa.fl.us
Date of Service or Contract Period: 2010 - Present		Location Wastewater/ AWT Plant
Summary of Services Performed General Labor		Governmental or Private Government
Value of Contract 8,400 hours per year		

**#3 REFERENCES**

Company/Entity Name: County of Lee		
Address PO Box 398		
City Fort Meyers	State Florida	Zip Code 33902-0398
Contact Name: Diana Khan		Title: Procurement Manager
Phone No: (239)533-5450	Fax: (239)485-5460	Email: dkhan@leegov.com
Date of Service or Contract Period: 2009 - Present		Location Solid waste Plant
Summary of Services Performed General Labor		Governmental or Private Government
Dollar Value of Contract \$ 500,000.00 per year		

Company Name Tampa Service Company, Inc. DBA Pacesetter Personnel Services

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 2006-275-1567 CERT \_\_\_\_\_  
PHONE (772) 223-4050 SIC NO 561330  
LOCATION: 2222 SE INDIAN ST MAR



**CHARACTER COUNTS IN MARTIN COUNTY**

PREV YR. S	<u>.00</u>	LIC. FEE S	<u>26.25</u>
S	<u>.00</u>	PENALTY S	<u>.00</u>
S	<u>.00</u>	COL. FEE S	<u>.00</u>
S	<u>.00</u>	TRANSFER S	<u>26.25</u>
TOTAL			

JOEKEL, KEN  
PACESETTER PERSONNEL SERVICE INC  
2222 SE INDIAN ST  
STUART, FL 34994

HAS SATISFIED REQUIREMENTS TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION  
OF **STAFFING AND PAYROLL SERV**

AT LOCATION LISTED FOR THE PERIOD BEGINNING ON THE

26 DAY OF AUGUST 2015 <sup>20</sup> 14  
AND ENDING SEPTEMBER 30.

11 2013 43902.0001 26.25 PAID

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

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

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

**PLEASE NOTE THAT  
TAMPA SERVICE COMPANY, INC. DBA PACESETTER PERSONNEL  
SERVICES  
IS NOT REQUIRED TO OBTAIN  
THE CITY OF STUART BUSINESS TAX RECEIPT  
BECAUSE OUR OFFICE IS LOCATED IN AN UNINCORPORATED  
AREA OF MARTIN COUNTY**



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF EMPLOYEE LEASING COMPANIES  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783**

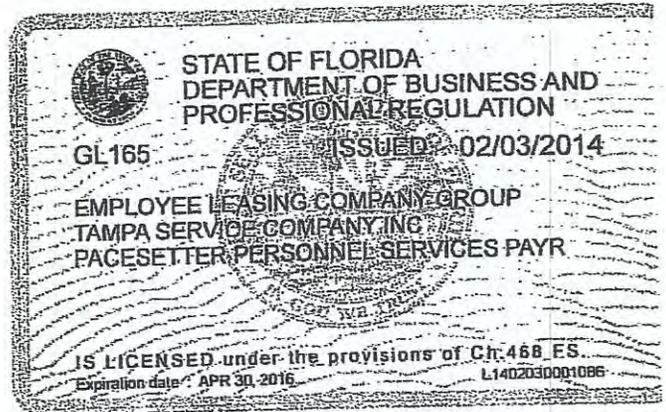
(850) 487-1395

**TAMPA SERVICE COMPANY INC  
PACESETTER PERSONNEL SERVICES PAYROLL DIVISION  
PO BOX 2146  
HOUSTON TX 77252**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to [www.VivaFlorida.org](http://www.VivaFlorida.org).

DETACH HERE

RICK SCOTT, GOVERNOR

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF EMPLOYEE LEASING COMPANIES**

KEN LAWSON, SECRETARY

LICENSE NUMBER

GL165

The EMPLOYEE LEASING COMPANY GROUP  
Named below IS LICENSED  
Under the provisions of Chapter 468 FS  
Expiration date: APR 30, 2016



**TAMPA SERVICE COMPANY INC  
PACESETTER PERSONNEL SERVICES PAYROLL DIVISION  
PO BOX 2146  
HOUSTON TX 77252**



ISSUED: 02/03/2014 SEQ # L1402030001086  
DISPI AY AS REQIURED BY I AW

**Notice: Insurance restrictions prohibit workers from working on rooftops, ladders and scaffolding more than 6 feet above ground level.**

**WEEKLY TIME TICKET**

**No.** \_\_\_\_\_ **ACCOUNT NO.:** \_\_\_\_\_

**SPECIAL INSTRUCTIONS:**

**CUSTOMER:** \_\_\_\_\_ **JOB SITE:** \_\_\_\_\_

**REPORT TO:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **SOCIAL SECURITY #** \_\_\_\_\_

**START TIME:** \_\_\_\_\_

**START DATE:** \_\_\_\_\_

**TO THE CUSTOMER**

There is a four hour minimum charge per employee per day. Please fill in the hours worked by the employee to the nearest quarter hour and sign below. Retain one copy. Do not advance money or pay employees for services rendered as you will be billed. THIS TIME TICKET AND THE SERVICES PROVIDED HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. Thank You For Calling

Date	Start	Finish	Lunch	Hours	TOTAL
MON.					
TUES.					
WED.					
THURS.					
FRI.					
SAT.					
SUN.					
TOTAL HOURS TO NEAREST QUARTER					

**EMPLOYEE REPEAT TIME** \_\_\_\_\_ **EMPLOYEE REPEAT DATE** \_\_\_\_\_

**CUSTOMER SIGNATURE** \_\_\_\_\_ **TITLE** \_\_\_\_\_

- FOR OFFICE USE ONLY**
- BEGINNING ADVANCE ON SALARY \$ \_\_\_\_\_ RECEIVED BY \_\_\_\_\_
- ENDING ADVANCE ON SALARY \$ \_\_\_\_\_ RECEIVED BY \_\_\_\_\_
- GRINDING SHIELDS
  - WELDING HOOD
  - SAFETY GLASSES
  - SAFETY GOGGLES
  - JUMP SUIT (COST \$12.00)
  - HAND HAT
  - RAINCOAT
  - SCOTS
  - WORK CLOTHES
  - GLOVES
  - WEIGHT BELT

SHOULD I FAIL TO RETURN ANY EQUIPMENT LISTED IN SECTION A, B OR C WHICH HAS BEEN LOANED TO ME BY THE COMPANY, I AUTHORIZE THE COMPANY TO DEDUCT THE COST OF SUCH EQUIPMENT FROM MY PAY.

**EMPLOYEE SIGNATURE** \_\_\_\_\_

**EMPLOYEE SIGNATURE** \_\_\_\_\_

**Notice: Insurance restrictions prohibit workers from working on rooftops, ladders and scaffolding more than 6 feet above ground level.**

**WEEKLY TIME TICKET**

No. \_\_\_\_\_  
Customer: \_\_\_\_\_

ACCOUNT NO.: \_\_\_\_\_

SPECIAL INSTRUCTIONS:

REPORT TO: \_\_\_\_\_

JOB SITE: \_\_\_\_\_

NAME: \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_

START TIME: \_\_\_\_\_

START DATE: \_\_\_\_\_

**TO THE CUSTOMER**

There is a four hour minimum charge per employee per day.  
Please fill in the hours worked by the employee to the nearest quarter hour and sign below.  
Retain one copy. Do not advance money or pay employees for services rendered as you will be billed.  
THIS TIME TICKET AND THE SERVICES PROVIDED HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.  
Thank You For Calling

	Date	Start	Finish	Lunch	Hours	TOTAL
MON.						
TUES.						
WED.						
THURS.						
FRI.						
SAT.						
SUN.						
TOTAL HOURS TO NEAREST QUARTER						

EMPLOYEE REPEAT TIME \_\_\_\_\_  
EMPLOYEE REPEAT DATE \_\_\_\_\_

CUSTOMER SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_

**FOR OFFICE USE ONLY**

BEGINNING ADVANCE ON SALARY \$ \_\_\_\_\_ RECEIVED BY \_\_\_\_\_  
ENDING ADVANCE ON SALARY \$ \_\_\_\_\_ RECEIVED BY \_\_\_\_\_

- GRINDING SHIELDS
- WELDING HOOD
- SAFETY GLASSES
- SAFETY GOGGLES
- JUMP SUIT (COST \$12.00)
- HARD HAT
- RAINCOAT
- BOOTS
- WORK CLOTHES
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- WEIGHT BELT

SHOULD I FAIL TO RETURN ANY EQUIPMENT LISTED IN SECTION A, B OR C WHICH HAS BEEN LOANED TO ME BY THE COMPANY, I AUTHORIZE THE COMPANY TO DEDUCT THE COST OF SUCH EQUIPMENT FROM MY PAY.

EMPLOYEE SIGNATURE \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

I N V O I C E

Pacesetter Personnel Services  
 P O Box 2324  
 Houston, TX 77252-2324  
 Phone: (866) 937-8700  
 FAX : (713) 418-3179

Page:

----- Terms -----

Client Name  
 ATTN:  
 Client Address  
 City, State Zip

Invoice :  
 Batch :  
 Inv Date: 02/10/14  
 Per. End: 02/07/14

Employee	Job Order	Pay	Hours	Rate	Gross
		REG	32.00	19.77	632.64
Acosta		REG	40.00	25.04	1001.60
Chavez		OVT	10.50	37.55	394.28
		REG	40.00	19.77	790.80
Contreras		REG	32.00	21.08	674.56
Fraga		REG	40.00	18.45	738.00
Garza		REG	40.00	14.50	580.00
Gonzales		OVT	9.00	21.74	195.66
		REG	32.00	19.77	632.64
Gutierrez		REG	40.00	23.72	948.80
Gutierrez		OVT	2.00	35.58	71.16
		REG	32.00	51.56	1649.92
Hernandez		REG	8.00	23.72	189.76
		REG	40.00	19.77	790.80
Insall		REG	8.00	21.08	168.64
Jaen		REG	32.00	47.34	1514.88
		REG	35.00	28.99	1014.65
Lines		REG	37.00	16.47	609.39
Lopez		REG	40.00	19.77	790.80
Madrigal		OVT	15.00	29.65	444.75
		REG	40.00	19.77	790.80
Martinez		OVT	20.00	29.65	593.00
		REG	40.00	13.18	527.20
Mendez		REG	37.00	26.35	974.95
Moguel		Mil	47.60		47.60
		REG	32.00	19.76	632.32
Phipps		REG	40.00	19.77	790.80
Polchlopek		OVT	1.00	29.65	29.65
		REG	40.00	19.76	790.40
Rios		OVT	2.00	29.64	59.28
		REG	40.00	23.72	948.80
Sanchez		REG	32.00	19.63	628.16
Seiffert		REG	40.00	19.77	790.80
Torres					
	PLUMBER-MASTER	REG	869.00	*****	19602.11
		OVT	59.50	*****	1787.78
		OTH	47.60	*****	47.60

W2's are on line. Interested?  
 Call your Payroll Specialist.

Invoice Total 21437.49  
 Total Due 21437.49

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**Tampa Service Company, Inc.**

Business name/disregarded entity name, if different from above

**Pacesetter Personnel Services**

Check appropriate box for federal tax classification:

Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

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

Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting  
code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)

**3203 West Alabama**

City, state, and ZIP code

**Houston, Texas 77098**

List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

			-		-				
--	--	--	---	--	---	--	--	--	--

**Employer identification number**

5	9	-	3	1	4	3	9	3	7
---	---	---	---	---	---	---	---	---	---

### Part II Certification

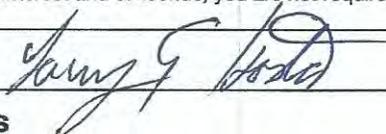
Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of  
U.S. person ▶



Date ▶ **11-6-2014**

### General Instructions

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

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

#### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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

ARTICLES OF INCORPORATION  
OF  
TAMPA SERVICE COMPANY, INC.

FILED  
SEP 18 AM 9:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned incorporator hereby forms a corporation under Chapter 607 of the laws of the State of Florida.

ARTICLE I. NAME

The name of the corporation shall be:

TAMPA SERVICE COMPANY, INC.

The address of the principal office of this corporation shall be 2611 Fourth Avenue, East, Tampa, Florida 33605 and the mailing address of the corporation shall be the same.

ARTICLE II. NATURE OF BUSINESS

This corporation may engage or transact in any or all lawful activities or business permitted under the laws of the United States, the State of Florida or any other state, country, territory or nation.

ARTICLE III. CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is 10,000 shares of common stock having \$1 par value per share.

**ARTICLE IV. ADDRESS**

The street address of the initial registered office of the corporation shall be 1201 Hays Street, Tallahassee, Florida 32301, and the name of the initial registered agent of the corporation at that address is Corporation Information Services, Inc.

**ARTICLE V. TERM OF EXISTENCE**

This corporation is to exist perpetually.

**ARTICLE VI. PREEMPTIVE RIGHTS**

The corporation elects to have preemptive rights.

**ARTICLE VII. OFFICERS AND DIRECTORS**

This corporation shall have one officer and one director, initially. The name and street address of the initial officer and director who shall hold office for the first year of the corporation, or until their successor is elected or appointed is:

Patricia Cameron                      2611 Fourth Avenue, East  
Pres./Sec./Treas./Dir.      Tampa, Florida 33605

**ARTICLE VIII. INCORPORATOR**

The name and street address of the incorporator to these Articles of Incorporation is:

Corporation Information Services, Inc.  
1201 Hays Street  
Tallahassee, Florida 32301

IN WITNESS WHEREOF, the undersigned agent of Corporation Information Services, Inc., has hereunto set their hand and seal of Corporation Information Services, Inc., on this 17th day of September, 1992.

CORPORATION INFORMATION SERVICES, INC.

By: Laura R. Dunlap  
Its Agent, Laura R. Dunlap

ACCEPTANCE OF REGISTERED AGENT DESIGNATED  
IN ARTICLES OF INCORPORATION

Corporation Information Services, Inc., a Florida corporation authorized to transact business in this State, having a business office identical with the registered office of the corporation named above, and having been designated as the Registered Agent in the above and foregoing Articles, is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, Florida Statutes.

CORPORATION INFORMATION SERVICES, INC.

By: Laura R. Dunlap  
Its Agent, Laura R. Dunlap

FILED  
SEP 18 AM 9:18  
STATE

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF**

**TAMPA SERVICE COMPANY, INC.**

---

(present name)

*Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:*

**FIRST: Amendment(s) adopted: (indicate article number(s) being amended, added or deleted)**

ARTICLE III. shall be amended to read as follows:

ARTICLE III. CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is 110,000 shares of common stock having \$1 par value per share and 100,000 shares of convertible preferred stock having a par value of \$1 per share.

FILED  
MAY 30 PM 2:20  
TALLAHASSEE, FLORIDA

**SECOND:** If an amendment provides for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself, are as follows:

Not Applicable

**APPLICATION FOR REGISTRATION OF FICTITIOUS NAME**

DOCUMENT# G08126900488

**Fictitious Name to be Registered:** PACESETTER PERSONNEL SERVICES

**Mailing Address of Business:** 101 EAST KENNEDY BLVD.  
SUITE 2800  
TAMPA, FL 33602

**Florida County of principal place of business:** MULTIPLE

**FEI Number:**

**Owner(s) of Fictitious Name:**

TAMPA SERVICE COMPANY, INC.  
2611 4TH. AVENUE EAST  
TAMPA, FL 33605  
Florida Registration Number: V64867  
FEI Number: 59-3143937

**FILED**  
**May 05, 2008**  
**Secretary of State**

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) understand that the electronic signature(s) below shall have the same legal effect as if made under oath.

KEN JOEKEL

05/05/2008

Electronic Signature(s)

Date

**Certificate of Status Requested ( )**

**Certified Copy Requested ( )**

**STATEMENT OF COMPLIANCE TO PATIENT PROTECTION and  
AFFORDABLE CARE ACT of 2010**

If applicable Tampa Service Company, Inc. DBA Pacesetter Personnel Services agrees to  
comply with the provisions of the Patient Protection and Affordable Care Act of 2010

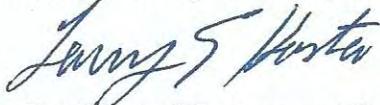


11-19-2014

Larry E. Kosta, Vice President of Government Relations  
Tampa Service Company, Inc. DBA Pacesetter Personnel Services

## STATEMENT of NON-COLLUSION

Tampa Service Company, Inc. DBA Pacesetter Personnel Services 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.



11/10/2014

Larry E. Kosta, Vice President of Government Relations  
Tampa Service Company, Inc. DBA Pacesetter Personnel Services

## DISCLOSURE STATEMENT

Tampa Service Company, Inc. DBA Pacesetter Personnel Services advises the City of Stuart that to the best of their knowledge there is no potential conflict of interest, real or apparent that Tampa Service Company, Inc. DBA Pacesetter Personnel Services or their employees, officers, or agents of the firm may have due to ownership, other clients, contracts or interests associated with this project.



11/10/2014

Larry E. Kosta, Vice President of Government Relations  
Tampa Service Company, Inc. DBA Pacesetter Personnel Services



# 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](mailto:ldarden@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://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 of 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 2<sup>nd</sup>. 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](http://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.

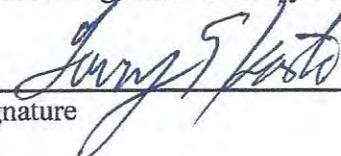
**All other terms and conditions of this RFP remain unchanged.**

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

 <hr/> Signature	Tampa Service Company, Inc. DBA Pacesetter Personnel Services <hr/> Firm
November 10, 2014 <hr/> Date	lkosta@pps.com <hr/> 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](mailto:ldarden@ci.stuart.fl.u)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

Date: November 5, 2014  
To: Prospective Proposers  
Subj: Addenda #2 to RFP# 2015-151, Temporary Employee Services

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## ADDENDA #2

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

- 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.
- 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.

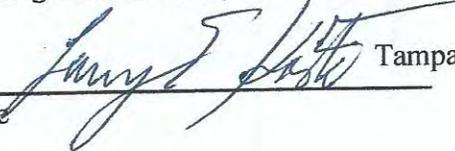
All other terms and conditions of this RFP remain unchanged.

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 \_\_\_\_\_ Tampa Service Company, Inc. DBA Pacesetter Personnel Services  
Firm

November 10, 2014  
Date \_\_\_\_\_ lkosta@pps.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](mailto:ldarden@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://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 3<sup>rd</sup> 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](mailto:ldarden@ci.stuart.fl.us) or by fax at (772) 600-0134.**

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

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

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

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

**Publish Date: October 22, 2014**

Stuart City Commission  
City of Stuart, Florida

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## **PART I GENERAL INFORMATION**

### **1.1 OVERVIEW**

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

### **1.2 DEFINITIONS**

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

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

### **1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING**

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

### **1.4 CONTRACT AWARD**

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

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

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

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

### **1.5 DEVELOPMENT COSTS**

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

## 1.6 INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact Lenora Darden, Buyer, regarding questions about the proposal at the Procurement Division, City Hall, 121 SW Flagler Avenue, Stuart, FL 34994, email: [ldarden@ci.stuart.fl.us](mailto: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:

**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:

	<b><u>2011/2012</u></b>	<b><u>2012/2013</u></b>	<b><u>2013/2014</u></b>
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. Proposer's 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 and 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 responsible 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:

<u>EVALUATION CATEGORIES</u>	<u>POINTS POSSIBLE</u>
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](mailto: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.

<b>GROUP A: NON-TECHNICAL</b>			
<b>Item #</b>	<b>Position Descriptions</b>	<b>Hourly Pay Rate</b>	<b>Hourly Bill Rate</b>
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	\$	\$
<b>GROUP B: SKILLED</b>			
1	Administrative / Executive Secretary	\$	\$
2	Laborer II	\$	\$
3	Sanitation Worker	\$	\$

Company Name: \_\_\_\_\_

Item #	Position Descriptions	Hourly Pay Rate	Hourly Bill Rate
<b>GROUP C: TECHNICAL</b>			
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). <b>DO YOU ACCEPT THE PURCHASING CARD (VISA)?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>			
_____ 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 responsible 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.us](mailto:ldarden@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

Date: November 3, 2014  
To: Prospective Proposers  
Subj: Addendum #1 to RFP# 2015-151, Temporary Employee Services

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## ADDENDUM #1

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

- 1. Question:** The State of Florida changes the Florida Minimum Wage every year and there have been conversations in Congress regarding the possibility of 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 2<sup>nd</sup>. 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](http://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  
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Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

Date: November 5, 2014  
To: Prospective Proposers  
Subj: Addenda #2 to RFP# 2015-151, Temporary Employee Services

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## ADDENDA #2

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

- 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.
- 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

3/11/2015

DATE (MM/DD/YYYY)  
10/30/2014

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 LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Commerce and Industry Insurance Company	NAIC # 19410
	INSURER B : ACE American Insurance Company	22667
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED  
1367049 Tampa Services Co., Inc.  
dba Pacesetter Personnel Services  
P.O. Box 108  
Houston TX 77001

COVERAGES CERTIFICATE NUMBER: 13179386 REVISION NUMBER: XXXXXXXX

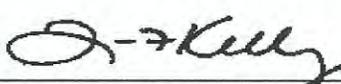
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	XSLG27331750	3/11/2014	3/11/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	BE 341 96 632	3/11/2014	3/11/2015	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 DED RETENTION \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C47885942 (AOS) SCF C47885954 (WI)	3/11/2014 3/11/2014	3/11/2015 3/11/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project Location: RFP #2015-151 (Temporary Employee Services).

### CERTIFICATE HOLDER

### CANCELLATION

<b>13179386</b> City of Stuart Procurement & Contracting Services Office 121 SW Flagler Ave. Stuart FL 34994	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  

The General Liability policy includes a blanket notice of cancellation to certificate holders endorsement form#ALL-34275 (10/11). The Workers Compensation policy includes a blanket notice of cancellation form#WC990369 (01/11). The General Liability and Umbrella Policies contain a special endorsement with "Primary and Noncontributory" wording. Additional Insured in favor of City of Stuart (on all policies except Workers' Compensation/EL) where and to the extent required by written contract. Waiver of Subrogation in favor of City of Stuart on all policies where and to the extent required by written contract where permissible by law.

