

COPY



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 01-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFP #2023-207, TEMPORARY PERSONNEL SERVICES THE FOUR TOP RANKED FIRMS TO EXPRESS EMPLOYMENT PROFESSIONALS. OF PORT SAINT LUCIE, FLORIDA, MANPOWER OF STUART, FLORIDA, BLUE ARBOR, INC., OF PLANTATION, FORIDA AND TMDA, LLC OF ST. PETERSBURG, FL ON AN AS NEEDED BASIS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City entered into the competitive Request for Proposal process in order to solicit licensed firms or individuals to provide Professional Temporary Personnel Services on an as needed basis.

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 #2023-207: Temporary Personnel Services to the four top ranked firms, Express Employment Professionals, Manpower, Blue Arbor, Inc. and TMDA LLC. with authorization to execute final agreements subsequent to review and approval by the City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 01-2024; Approve Award of RFP #2023-207: Professional Temporary Personnel Services

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

REBECCA S. BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 8th day of January, 2024.

ATTEST:

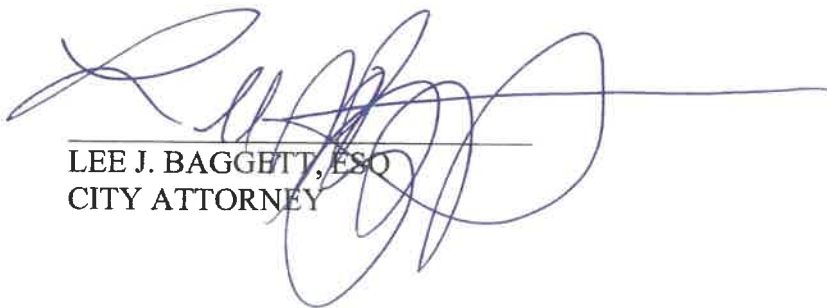


MARY R. KINDEL 1/18/24
CITY CLERK

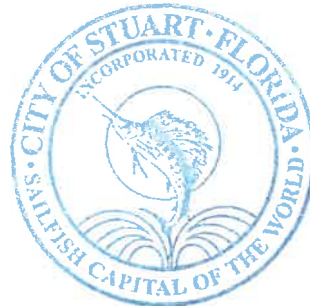


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



LEE J. BAGGETT, ESQ
CITY ATTORNEY





"CONTRACT"

CONTRACTOR: BLUE ARBOR, INC.
5413 MORTON ROAD
NEW BERN, NC 28562

PROJECT: RFP# 2023-207: Temporary Personnel Services

THIS CONTRACT (hereinafter referred to as "Contract"), made and entered into on this 8th day of January, 2024 by and between Blue Arbor, a Florida for profit corporation, 5413 Morton Road New Bern, NC 28562 (hereinafter 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").

RECITALS

WHEREAS, Contractor is a licensed corporation doing business in Florida which provides temporary staffing for employers; and

WHEREAS, City desires to hire Contractor to fill temporary staffing needs for the City; and

WHEREAS, Contractor is willing and able to provide temporary staff to perform the Work for the City on the terms and conditions set forth herein; and

WHEREAS, City desires to enter into this Contract with Contractor to perform the Work for the agreed amount as set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

The recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Temporary Personnel 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 Personnel 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 Markup Rates as provided on the approved schedule.

Section 1. Statement of Work

Contractor shall provide temporary employees who are 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 job descriptions as described in Exhibit A (Contractor's response to RFP 2023-207 as accepted by the City) and Exhibit B (City's original Request For Proposals) incorporated herein. The City at its discretion may modify, add, or delete job descriptions at any time during the term of this Contract.

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 four (4) 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 C-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 City.

2.2 Invoices

Contractor shall provide to City a weekly invoice containing the following information for each temporary personnel: (a) type of position, (b) date(s) worked, (c) hourly amount paid to employee by the Contractor, (d) hourly billable labor rate charged to City, (e) hours worked by temporary personnel, and (f) identity of City's supervisor over temporary personnel. In addition, Contractor shall provide a copy of the approved time sheet signed by the City with the invoice.

2.3 Payment

After completion of work and receipt of invoice, the City shall pay Contractor within forty-five (45) days. If the City receives any invoice which is incomplete or inaccurate, the City shall notify Contractor of said incompleteness or inaccuracies within a reasonable period of time. The deadline for any payment shall be tolled during the period of time that it takes Contractor to provide a cured invoice. The City has the option of making payments by check, preferred method is Automated Clearing House (ACH) electronic network for financial transactions with authorization.

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

All of the Contractor's personnel assigned to the City must be qualified to perform the work as outlined in the job description(s) 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 Contractor shall be considered to be, at all times, the sole employees of the Contractor 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 Contractor 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 Contractor's personnel utilized under this agreement will be provided with and shall follow all policies and procedures of the City.

The Contractor shall assign a dedicated account manager to the City's account. Said account manager shall be readily available to administer the terms of this Agreement for Contractor on a day-to-day basis. Contractor's account manager is responsible to keep the City informed of the Contractor's personnel's activities, oversee all work performance, process placement requests, issue resolution and coordination of services.

If at any time the assigned account manager 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.

Contractor shall be responsible for withholding, deductions, and payment of all tax obligations, including federal income tax, Social Security, Medicare, Worker's Compensation and unemployment compensation, in connection with assigning individuals to the City as temporary staffing under this Contract. The Contractor shall 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 personnel/employees to provide for the City's temporary employment staffing needs.

3.3 Non-Compete

There shall be no restrictions, time limitation, fees or penalties placed upon the City or its personnel assigned to the City in regards to the City's direct hiring of any of Contractor's personnel assigned to the City under this Contract.

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 with five business days of the City's request. Refusal to do so shall constitute a material breach of this Contract and cause for dismissal of any litigation.

4.2 Documentation

Contractor shall electronically transmit all documentation to the Human Resources Department for City prior approval for all temporary personnel/employees at the Contractor's expense for Pre-employment drug screening, Authorization to work in the U.S., Statewide criminal check (minimal of 7 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 thirty (30) 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 in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet any performance requirement(s) under this Contract. If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if hit 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. Temporary to Permanent Fees

In the event that the City employs a temporary employee, 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 fee will not exceed one value of one (1) week payment to the Contractor for the employee. A negative cotinine test must be acquired prior to permanent employment at the City's expense.

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 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, personnel, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify, defend and hold harmless the City, and its officers and employees, from any and all claims, actions, liabilities, damages, losses, and expenses/costs, including, but not limited to, reasonable attorneys' fees for personal, economic, bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligence, omission, wrongful 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 and losses and shall pay such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, unpaid wage claims or 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, and shall pay costs and attorney's fees expended by City in defense of such claims and losses including appeals.

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 4.9 of the Request for Proposal which is attached hereto as Exhibit "B". Such certificate must contain a provision for notification of the City thirty (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.

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 any 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 in this Contract shall be construed or interpreted as a waiver of the City's sovereign immunity protections existing under Section 768.28, Florida Statutes,.

Section 13. Public Records

If the Contractor has questions regarding the application of Chapter

119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

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

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
- d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

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

A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Florida Statutes § 119.10.

If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

IV. EXHIBITS INCLUDED IN AGREEMENT

Exhibit A - Proposal as Submitted by Contractor and Accepted by City

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

Exhibit C – Price Proposal Form

Exhibit D – Certificate of Insurance

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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:

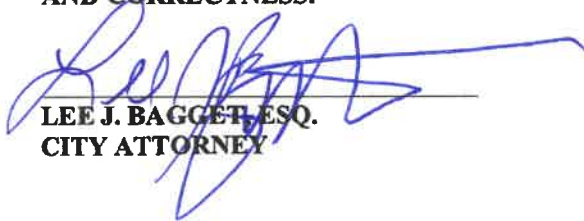


MARY R. KINDEL
CITY CLERK



MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:



LEE J. BAGGETT, ESQ.
CITY ATTORNEY

CONTRACTOR



(Signature)

Lucine Moffett

Printed Name

Pres.

Title



REQUEST FOR PROPOSAL #2023-207
Temporary Personnel Services
Procurement & Contracting Services Division
City of Stuart



Blue Arbor, Inc.
PO Box 12780
New Bern, NC 28561

POC: Lucine Moffett
lmoffett@bluearbor.com
800-633-9715 X399
Cell: 252.514.5380
Fax: 252.638.5087

(FL office: Gulf Breeze, FL 32561)

Business Type:
Woman-owned, small business



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Alaina Knofla
Procurement Coordinator
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Re: Request for Proposal #2023-207 – Temporary Personnel Services

Blue Arbor is very interested in being considered for your request for proposals to find a qualified firm that will be able to provide various temporary services for the City of Stuart.

Founded in 1981 by NC native Lucine Moffett, Blue Arbor is a staffing, screening, and contracting company with over 40 years of experience. As an SBA certified Woman Owned Small Business, Blue Arbor is industry unique: we are not a franchise, a local staff member will always answer your call, and we remain owned and operated by our Founder. Blue Arbor is a Full-Service Staffing Firm where all processes (from recruiting, screening, onboarding all the way through payroll services) remain “in house” for quality control, consistency, and transparency. Leveraging innovative staffing-specific technology for efficiency, ease, and 24/7 access, we are 100% electronic (and “old-school” capable/adaptable, for inclusion).

At Blue Arbor - our team approach culture, led by seasoned professionals, achieve the highest standards of service within the staffing industry. We currently serve similar customers in the main categories listed in this RFP (and many more!). Our references will substantiate these successful partnerships. Thank you for the opportunity to introduce Blue Arbor and how we can provide value to the City of Stuart.

Our company works together to provide support and strength for all branches. Our Florida branch would be able to provide immediate assistance while we work with the County to provide an on-site manager.

We look forward to partnering with you for your temporary staffing services and starting a partnership for the future. We hope that you will seriously consider our bid for the needs you have presented in your bid proposal. The City of Stuart is a growing community and we would like to be part of their growth!

Sincerely,

Lucine Moffett, President
Cell: 252-514-5380
lmoffett@bluearbor.com



TAB 1 – EXPERIENCE / KNOWLEDGE / QUALIFICATIONS

Blue Arbor has successfully provided our staffing services to Escambia County for many years and have recently secured contracts in Santa Rosa, Brevard and Lee Counties. Our services include: temporary staffing, temp-to-hire staffing, facility staffing, recruiting and direct hire staffing. Placements consist of administrative, clerical, industrial, general labor, logistical and technical personnel. Blue Arbor handles all aspects of placement including recruiting, interviewing, skills testing, background checks, work reference, safety training, drug screening and orientation.

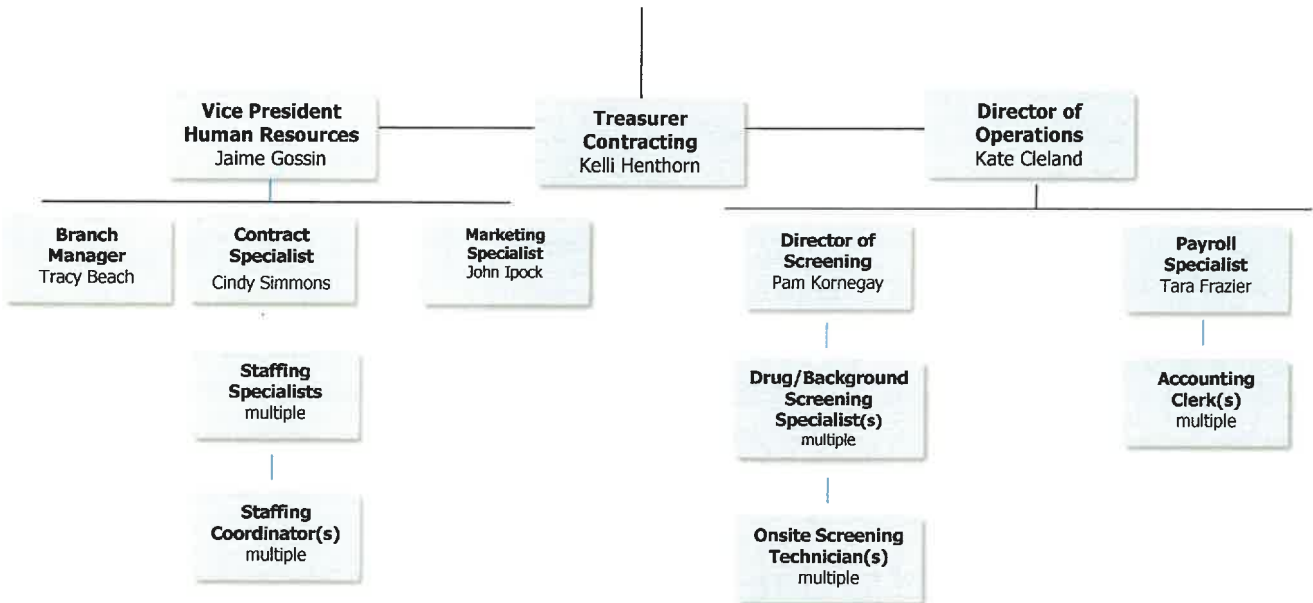
We are fully capable of providing the services requested and fulfilling all requirements of this contract. Jaime Gossin, our Vice President, is actively involved in all aspects of Blue Arbor’s business operations and sets high standard of performance for all staff members. She oversees the implementation of contracts, ensures adequate staffing to meet the demands of the contract and implements our electronic Web Timecard program.

1. **Blue Arbor Team:** Our advantage begins with our people - our staff is comprised of industry professionals who not only have great technical skill but are also dedicated to providing customers with the best experience possible. We’ve been awarded and successfully executed similar contracts such as with Escambia County, City of Pensacola, FL, City of Mobile – Mobile, AL, etc. These contract implementations included transitioning current employees and providing new staffing placements through the entire onboarding process (recruiting, screening, submitting, selection & hire).

President/Owner:	Lucine Moffett
Director of Operations:	Kate Cleland
Vice President:	Jaime Gossin
Corporate Officer:	Kelli Henthorn
Corporate Officer:	Michael Moffett
Contracting Specialist:	Cindy Simmons
Staffing Manager:	Tracy Beach
Director of Screening:	Pam Kornegay

Lucine Moffett
Owner / President

Blue Arbor, Inc. / Atlantic Gulf Coast Contracting, Inc. / TESI Screening, Inc.





The Company / Blue Arbor, Inc

2. Business Sector: Professional & Technical Services

3. Company History:

1. **About Us:** Founded in 1981, Blue Arbor began with the simple goal of providing temporary employees to fulfill a growing need for supplemental staff. What started as temporary positions for vacation coverage, special projects, and laborers, quickly bloomed. For over 40 years, Blue Arbor has provided temporary, temporary to hire, direct hire, full time, part time and everything-in-between placements within varied industries in the United States.
2. **Woman Owned & PROUD:** Blue Arbor is also certified as a Minority Woman-owned Business in the state of Florida. Blue Arbor is a Woman-owned, North Carolina HUB Certified Small Business enterprise.

“While working for a totally male-dominated international company, that provided zero advancement opportunities for women outside of the now-antiquated [thank goodness!] traditional clerical positions, my entrepreneurship was born. I began Blue Arbor and this previous employer became my first client.”
–Lucine Moffett, Blue Arbor Founder & President

3. **Preparedness:** Who knew that our 40+ years in business, and equal time spent navigating the challenges of hurricanes could prove so positive?! Through power outages, floods, limited transportation, loss of internet and everything in between, we have learned to adapt and prepare. Blue Arbor is structured with the technical ability to function 100% remotely for all our operation-critical staff members and our support staff. In addition, we have senior management & support staff spread out across several states, to ensure our communication and functional capabilities remain intact.
4. **Goals & Objectives:** Our goal is to ensure total Client and Employee Satisfaction. We will promptly and profitably supply thoroughly screened, qualified, positive employees, to reputable and credit-worthy clients, whom will provide a safe work environment. To achieve our goals, we focus on providing excellent customer service through direct communication and in-depth candidate evaluation. We developed TESI Screening – a division specifically dedicated to performing comprehensive background checks, drug & alcohol screenings, employment & education verifications, and much more, as an invaluable performance tool. Our ability to thoroughly screen candidates in-house provides the quality control necessary to successfully place vetted, safety-conscious hires.

4. **Company Ownership Structure:** The Company is structured as a corporation.

1. Ownership Background: Original Owner of over 40 years still operating business



2. Management Structure of Company:

3. Senior Management

- Director of Operations
- Vice President
- President
- Director of Screening
- Staffing Manager
- Contract Specialist

Providing Experience, Knowledge and Qualification

1. **Staffing Services:** Temporary, Temporary to Hire, Contract placements, Direct Hire, Full time, part time, 1st, 2nd, 3rd shifts, swing shifts, weekdays only, weekends only, or combination. Placements can be a diverse range of industries including, but not limited to: Clerical, Industrial, Production, Manufacturing, General Labor, Healthcare, etc

a. **Staffing Service Value (what's included):**

- ✓ Electronic Time-sheet Submissions & Approvals
- ✓ Electronic Invoicing
- ✓ Workers Compensation Insurance Coverage (and claim mgmt.)
- ✓ Unemployment Insurance Coverage (and claim mgmt.)
- ✓ Pay Federal & State Payroll Taxes
- ✓ Process Employee: Onboarding, E-verify and Payroll
- ✓ Direct Deposit of Payroll
- ✓ Certified Payroll (where applicable)
- ✓ Prepare Quarterly Reports
- ✓ Issue W2s
- ✓ Advertising
- ✓ Recruiting
- ✓ Background Check*
- ✓ Pre-employment Drug Screen*
- ✓ Skills Testing & Certification Verification*
- ✓ ACA Compliance
- ✓ Employee & Payroll Records Retention

2. **Equal Opportunity Employer** - All employees and applicants are treated equally according to their individual qualifications, abilities, experience, and other employment standards. We do not discriminate because of race, color, religion, national origin, sex, sexual



orientation, age, or physical or mental disabilities, handicaps, or military service as a Vietnam Era Veteran. Blue Arbor will ensure that any potential applicant can speak and understand English.

3. **Compliance with Americans with Disabilities Act (ADA)** - Part of our onboarding process includes the completion of our 'Post-Offer Medical Questionnaire' which is used as a comprehensive tool to determine what, if any, reasonable accommodation or restrictions may be required for a qualified candidate to successfully and safely perform their essential job functions. The completion of our 'Post Offer Medical Questionnaire' is required by every Blue Arbor employee and utilized to ensure continued ADA compliance.
4. **Direct Hire:** Recruit, screen, present, and place a new hire directly on customer's payroll. This service incurs a one-time fee of 20% of annual salary, with 1 replacement within 30 days of hire.
 - a. **Direct Hire Value:**
 - ✓ Advertising
 - ✓ Recruiting
 - ✓ Background Check*
 - ✓ Pre-employment Drug Screen*
 - ✓ Skills Testing & Certification Verification*
 - ✓ Electronic Invoicing
5. **Staffing Representative:** Account dedicated staffing service representatives are available for the City to have a main POC for this contract. Tracy Beach will be the assigned point of contact for this Contract. She works out of our Gulf Breeze office. She has provided temporary personnel for Alabama, Florida, Mississippi and South Carolina for our Blue Arbor clients. Tracy has been a valuable member of our team since 2015 and is our Staffing Manager for Blue Arbor. Lucine Moffett is also available 24/7 for any questions, accidents or assistance.
6. **Screening Services:**
 - a. Specimen Collection
 - b. Specimen Analysis by Certified Laboratories
 - c. Specimen Result Review by Certified Medical Review Officer (MRO)
 - d. Urine Lab-Based Drug Screen*
 - e. Urine Point-of-Care Test (POCT) Rapid Drug Screen*
 - f. Oral Fluid Lab-Based Drug Screen*
 - g. Oral Fluid Point-of-Care Test (POCT) Rapid Drug Screen*



- h. Hair Drug Screen
- i. Breath Alcohol Test; Breath Alcohol Confirmation Test
- j. Saliva Alcohol Test; Saliva Alcohol Confirmation Test
- k. Department of Transportation (DOT) Drug Screen
- l. Random Testing Pool Management
- m. Client onsite drug and alcohol testing services
- n. Client Representative Screening Certification
- o. DNA Test
- p. National Federal Criminal Search
- q. National Criminal Database Search
- r. Statewide Criminal Database Search (where available)
- s. County Criminal Database Search
- t. Office of Foreign Assets Control (OFAC)/Patriot Act Search
- u. Skills Testing
- v. Education Verification
- w. Employment Verification
- x. Employment Credit Report
- y. Professional License Verification
- z. Motor Vehicle/Driving Record Search

*Customizable options and packages available for additional costs.

- 7. **GSA Contract Holder:** We have a GSA Contract (# GS07F0177X) to provide temporary administrative and staffing services directly to both military and civilian agencies. Our Contract (# GS07F0177X) is under GSA Schedule #561320SBSA

WHY CHOOSE BLUE ARBOR

1. Strengths:

- ✓ **Our Team:** Blue Arbor promotes a team approach within our business. This is evidenced in how we function on a daily basis, how we service customer accounts, how we execute contracts, and how we support our team throughout many states and service locations. Cultivating our team members, identifying their individual strengths, and utilizing them cohesively together is an integral part of our collaborative path to success. Our “Triple C” practice extended to customers is also extended to staff, creating an open environment for transparency and growth.
- ✓ **Continuing Education:** Blue Arbor is a member of the American Staffing Association (ASA), National Association of Personnel Services (NAPS), Society of Human Resource



Management (SHRM), Staffing Industry Analysts (SIA), Drug & Alcohol Testing Industry Association (DATIA), Professional Background Screening Association (PBSA), and National Drug & Alcohol Screening Association (NDASA). We obtain continuing education and certifications through these memberships and/or utilize their resources to adapt business practices in congruence with evolving industry standards.

- ✓ **Practice What We Preach:** In over 40 years of business, we continue to find we are among an industry few whom actually follow through with stated business practices (i.e., we ACTUALLY DO screen & evaluate candidates). Will not lower pricing to the extent that it sacrifices Blue Arbor performance integrity.
 - ✓ **Quality Control:** Continued adherence to our “Triple C” practice, ensuring quality control, providing opportunities for improvements, and achieving our standard for excellent service. Blue Arbor Company Culture towards teamwork is a MAJOR asset to all facets of our business wherever our services may extend. Additionally, our background checks, credit checks, MVRs, certification verification and employment verifications are performed “in-house”, and all drug and alcohol screens are performed “in-house” where available.
 - ✓ **Safety First:** Blue Arbor promotes a “Think Safe, Work Safe, Be Safe” philosophy. As such, we uphold our customers and employees to the highest safety standards. Customers must provide and maintain a safe working environment (adherent to all OSHA standards), and enforce the utilization of any and all necessary PPE. Employees must adhere to all safety policies, wear any applicable PPE, and perform their job with a safety-conscious approach.
 - ✓ **Extension of Services:** We are capable and willing to extend Contract rates to multiple customer locations within the State of contract award. We are able to provide services across the continental United States.
 - ✓ **Automated Onboarding:** Our staffing services are structured with the ability to function 100% electronically. Applications for employment are submitted electronically via our website, and all new hire/onboarding forms are available for electronic submission. All time-sheets (submissions and approvals), invoices, direct deposit vouchers and W2s are available for electronic access.
2. **Weaknesses:** We will not provide “day laborers” in the traditional sense, as we could not adequately screen and provide successful placements (aka, practice what we preach). We will not place our employees with companies whom lack safe working environments. We will not place employees in positions deemed “high risk”. Will not lower service pricing to the extent that it sacrifices Blue Arbor performance or profit integrity.



3. **Opportunities:** Identify competitors currently operating in specified locale under consideration for business expansion. Identify potential opportunities based on the products Blue Arbor provides.

Operations

1. Daily Operations
2. Operational Facilities – Multi state locations
3. Remote Representatives – Remote access available to all
4. Staffing – local and remote access
5. Suppliers
 - a. IT – maintaining virtual server, remote access, email options, and phone systems
 - b. Staffing Software – 100% remote access, multiple backup databases, security
 - c. Drug Screening
 - d. Background Checks
 - e. Legal
 - f. Insurance
 - g. Accounting
 - h. Office supplies
 - i. PPE



TAB 2 – SERVICING PROCEDURES

Upon notification of a contract award, **Blue Arbor's** designated Staffing Manager, Tracy Beach, will reach out to offer our services and determine the current needs of the City. Tracy understands the nuances of local government and their staffing needs. She has the assistance of the entire Blue Arbor Team!

Tracy will oversee all aspects of the day-to-day management of this contract and consult with the appointed City representatives regarding job descriptions and any new requirements and duties according to the contract. She is well-acquainted with Florida processes and will ensure that effective and efficient results are obtained and maintain proper records of all directives, furnish usage reports as required and is on hand to manage all personnel matters.

PROPOSED WORK PLAN:

Upon award of contract:

1. Begin transition of current employees that are allowed and agreed to be onboarded with us.
2. Tracy would discuss all open and available positions at length with the proper Department Representative to determine their needs and expectations.
 - a. Getting job descriptions
 - b. Attire expected, personal appearance including no tattoos or piercings would be addressed and discussed. Reminder that the City of Stuart is a Tobacco Free work environment
 - c. Job location, hours, etc
 - e. misc info
3. Advertise for available positions throughout Martin County
 - Utilize Indeed.com and ZipRecruiter
 - Notify local colleges for recruiting college students for temp work
 - Reach out to local Employment Offices
4. Begin testing and verifying education process those that pass testing will then be submitted for background screening

ONBOARDING PROCESS:

Our onboarding is done electronically using our secure cloud-based software. It is easy for potential employees to complete at home or at their leisure. Our software notifies us of any new applicant or employee activity, ensuring we can track their progress through the application and onboarding processes. Our initial phone interview helps us determine the next step for them. It allows us to hear how they present themselves, as well gives us the opportunity to delve deeper into their resumes and work history.

TRAINING AND TESTING – Blue Arbor is committed to providing employees who have the knowledge, skills and abilities to perform the requested position. Our **ability to test skills, software knowledge**, etc will identify the right candidate for you. Any employee placed under this contract will demonstrate, at the very least, the minimum training requirements for the specific position. We offer electronic testing through SHL/Kenexa and is also available electronically. Once awarded, we can discuss what testing is



most appropriate to request prior to selection for evaluation. We have found that testing can provide a great way to find a 'diamond in the rough'!

There are many testing options to choose from and we can determine which tests make the best sense for each job based on the software needs and job description and speaking with the City representative.

Vetting candidates is an essential part of our staffing process. Matching a qualified candidate with the appropriate position requires a system of verification. Education, employment history, testing, personality, and attitude all contribute to 'getting it right.' Should there come a time where the City is not completely satisfied with the candidate provided, we would be happy to provide a replacement. Maintaining constant communication will be our greatest tool. Learning the nuances of each job and department will help us to provide the perfect candidate every time.

The City may choose to Interview Candidates for their temporary positions or they may ask us to fill the position with the best qualified candidate of our choosing. We are happy to facilitate the scheduling process for an interview in person or electronically. Once a candidate has been chosen, we would run their comprehensive background and have them complete a drug test. These tests can add unexpected delays.

Building a strong applicant base will help to fulfill your needs quickly and efficiently. When our candidate pool is strong and we have the perfect opening for the perfect candidate – your position could be filled as soon as the Drug Screen and Background Report are completed.

Some positions may require recruiting or further testing which may delay filling a spot. Blue Arbor understands that 'time is of the essence' and will make it our priority to fill your position.

SECURITY:

The software we use has an encrypted website that is only accessible using unique and intricate passwords. The employee will create their own password and it is not viewable by our staff. Should an employee forget their password, we are only allowed send the secure information directly through program software AFTER identification protocols have been met.

All Information is secure using a **Tier 4 Data Center** which includes:

- **Firewall Security:** All servers operate behind a firewall device designed to prevent unauthorized access.
- **Data Encryption:** including 128-bit SSL Certification and 1024 Bit RSA public keys.
- **User Authentication:** User access controlled with a valid username and password combination, which is encrypted via SSL while in transmission.
- **IP Systems Security:** Internal IP systems are protected by network address translation, port redirection and non-routable IP addressing schemes.
- **Operating System Security:** System accounts are protected with strong passwords. Operating system patches and security updates are applied regularly.
- Each server is "hardened" by disabling and/or removing any unnecessary users, protocols and processes.
- **Database Security:** Database access is controlled at the database connection level. Access to production databases is limited to a distinct number of points.



- **Data Management:** All data entered into the application by a customer is owned by that customer. Our employees do not have direct access to the production equipment, except where necessary for system management, maintenance, monitoring, and backups.

EQUAL OPPORTUNITY EMPLOYER - All employees and applicants are treated equally according to their individual qualifications, abilities, experience and other employment standards. We do not discriminate because of race, color, religion, national origin, sex, sexual orientation, age, or physical or mental disabilities, handicaps, or military service as a Vietnam Era Veteran. Blue Arbor will ensure that any potential applicant has the ability to speak and understand English.

BACKGROUND / SCREENING:

Blue Arbor, Inc. requires a comprehensive Criminal Background Check of all Local, State and Federal (FBI) databases as well as DCS, Sex Offender Registry, Level 2 Criminal History Record Check. Upon request, we will provide the City with a copy.

Blue Arbor, Inc requires a 10-panel urine drug test prior to placement and agrees to provide the City with the test results if requested.

Blue Arbor participates with **100% of our employees being e-Verified** within three days of their start date with us. At the recommendation of our worker's comp agent, we also require a Post Offer Medical Questionnaire. This ensures that we will not be putting our employee in jeopardy if they have a prior injury, etc that may require a doctor's release. If you would like them to be rescreened prior to continuing on our payroll, we would be happy to do so.

We pay our employees weekly and can provide direct deposit to everyone – even if they do not have a bank account, using a Blue Arbor issued debit card! Timecards can be authorized electronically for ease.

Blue Arbor is the “employer of record” for all temporary placements. This is made clear during the hiring process. Any questions or issues should be directed to our local Florida office Staffing Specialist – Tracy Beach. Blue Arbor will address issues involving conduct, payroll, benefits, etc. Our main office is also available to answer questions at: 800-633-9715 * M – F * 8am-5pm(EST)

All employees are provided with a handbook that explains in detail all requirements and expectations related to being a temporary employee. Including the following:

- Expectations of work performance
- Health and Safety Issues
- Absenteeism and Tardiness
- Consequences of Misconduct
- Sexual Harassment Policies
- Drug and Alcohol Policies
- Worker's Compensation / Work-related injuries
- Time reporting / compensation / direct deposit of paychecks
- Health Insurance Options, including an ACA compliant option



TAB 3 – ATTACHMENT A – PRICE PROPOSAL FORM

PROPOSAL PRICING WILL BE HONORED FOR A MINIMUM OF 90 DAYS FROM SUBMISSION

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 markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	% 30%
2	Laborer I	% 30%
3	Laborer II	% 30%
4	Custodian	% 30%
5	Sanitation Worker	% 35%
6	Office Assistant	% 25%

Company Name BLUE ARBOR INC

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.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.



TAB 4: INSURANCE

Blue Arbor agrees to obtain a Certificate of Insurance indicating the City of Stuart as a named insured if awarded this contract. A sample of our Insurance is included to show our appropriate Insurance limits and liability amounts. We will be providing 100% of the personnel for this contract and will not be utilizing sub-contractors.



TAB 5: REFERENCES



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: Escambia County, Florida	
Address 221 Palafox Place	
City Pensacola , FL State	Zip Code 32502
Contact Name: Janice Floyd	Title: Human Resources
Phone No: 850-595-4964 Fax:	Email: jmfloyd@myescambia.com
Date of Service or Contract Period: since 2009	Location Pensacola, FL
Summary of Services Performed misc temp personnel Governmental or Private	

#2 REFERENCES

Company/Entity Name: City of Pensacola, FL	
Address 222 West Main St	
City Pensacola , State FL	Zip Code 32502
Contact Name: Tonya Byrd	Title: Recreation Superintendent
Phone No: 850-436-5672 Fax:	Email: tbyrd@cityofpensacola.com
Date of Service or Contract Period: 04/2019 - current	Location Pensacola, FL
Summary of Services Performed misc temp personnel Governmental or Private	

#3 REFERENCES

Company/Entity Name: US Agency for Global Media	
Address 3919 VOA Site B Rd	
City Grimesland , State NC	Zip Code 27837
Contact Name: Rick Williford	Title: Program Support Manager
Phone No: 252-752-7181 Fax:	Email: rwilliford@usagm.gov
Date of Service or Contract Period: 2014 - current	Location Grimesland, NC
Summary of Services Performed misc high level tech Governmental or Private	

Company Name **Blue Arbor, Inc**



TAB 6: OPTIONAL INFORMATION:

Blue Arbor uses a TEAM approach to our contracts. We designate a primary contact for each contract and utilize our entire team to support in all aspects of recruiting, interviewing, testing and onboarding. Our software allows us to perform all tasks from wherever we may be. This allows our team to jump in and help out wherever additional man hours are needed.

The **primary contacts** for the City are:

- **Tracy Beach** is our local Florida Branch Manager and will be your primary contact. 913 Gulf Breeze Parkway, Unit 29 * Gulf Breeze, FL * 850-938-7184 * 8am – 5pm (CST) Tracy has become an expert on the intricacies of staffing for cities and counties, understanding the differing needs of various departments, and meeting the unique invoicing and reporting requirements associated with each contract. In Baldwin County, AL we staff over 150 summer interns each year, ranging in age from 16-24 years old, for their Summer Program. Tracy partnered with the local employment office in Baldwin County to access space over the course of several weeks which allows us to personally work with the students and assist them with remote on-boarding. Once students are in the system, a Blue Arbor branch is assigned to handle the account administratively. As with all our employees, the students have access to their own personal account to view paychecks and receive W2's. They also utilize online timesheets and are paid via direct deposit to either their own personal bank account or a Blue Arbor provided pay card.
- **Jaime Gossin** is our Vice President and is responsible for all Human Resource functions. She guides us through the legalities of staffing and stays abreast of current trends and innovative technology options to increase our efficiency and our marketing exposure. She works closely with our legal counsel to ensure our compliance in both written and verbal directives. As a member of the American Staffing Association (ASA) she regularly takes advantage of their expertise and resources for the benefit of Blue Arbor.
- **Cindy Simmons** is our Project Manager and Contracting Specialist. She began as a Staffing Specialist in 2010 but has been specializing in contracting since 2014. She is a major contributor to the implementation side of new projects and can step in when and where needed thereafter as a key component in maintaining our exceptional level of service.
- Our entire Blue Arbor Team is led by **Lucine Moffett**, our President and Owner (since 1981). She started our business from the ground up and remains a driving force for our company. Under her direction, Blue Arbor's focus has been to seek out opportunities to service cities and counties. This has resulted in the addition of numerous partnerships across the southeast. As a 'hands on' President, her phone number will ALWAYS be



answered – whether you are a client, staff member or temporary employee. Her contact cell: 252-514-5380

This Blue Arbor team has established new branch locations, transitioned employees, recruited and vetted temporary staff for clients, and efficiently and effectively administered projects both big and small, utilizing a state-of-the-art web-based software package and the full support of the Blue Arbor staff. Communication is a key factor in our success and is a fundamental component of our partnerships.

We KNOW that our success is based on working together!

And that your success is based on Blue Arbor working together with you!

WE WANT TO BE THE EXPECTATION – NOT THE EXCEPTION

Attached Certifications:

E-verify MOU

Sunbiz Certification

Florida Business License

Organization Chart

SAMPLE Certificate of Insurance

Company ID Number: 147195

Approved by:

Employer Blue Arbor, Inc.	
Name (Please Type or Print) Lucine W Moffett	Title
Signature Electronically Signed	Date 08/25/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/25/2008

Company ID Number: 147195

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Blue Arbor, Inc.
Company Facility Address	5413 Morton Road New Bern, NC 28562
Company Alternate Address	P.O. Box 12780 New Bern, NC 28561
County or Parish	CRAVEN
Employer Identification Number	561308931
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	4



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
BLUE ARBOR, INC.

Filing Information

Document Number	F05000000624
FEI/EIN Number	56-1308931
Date Filed	01/27/2005
State	NC
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	10/25/2013
Event Effective Date	NONE

Principal Address

5413 MORTON RD
NEW BERN, NC 28562

Changed: 10/10/2006

Mailing Address

P.O BOX 12780
NEW BERN, NC 28561

Changed: 10/10/2006

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title DP

MOFFETT, LUCINE
2006 Downing Drive
Pensacola, FL 32505

Title VP

Gossin, JAIME L
 3322 Dovecote Ave
 Wilmington, NC 28409

Title Secretary, Treasurer

Henthorn, KELLI M
 2540 Aurora Rd
 Ernul, NC 28527

Annual Reports

Report Year	Filed Date
2021	01/18/2021
2022	02/11/2022
2023	01/24/2023

Document Images

01/24/2023 – ANNUAL REPORT	View image in PDF format
02/11/2022 – ANNUAL REPORT	View image in PDF format
01/18/2021 – ANNUAL REPORT	View image in PDF format
02/04/2020 – ANNUAL REPORT	View image in PDF format
03/22/2019 – ANNUAL REPORT	View image in PDF format
01/25/2018 – ANNUAL REPORT	View image in PDF format
03/22/2017 – ANNUAL REPORT	View image in PDF format
02/10/2016 – ANNUAL REPORT	View image in PDF format
03/11/2015 – ANNUAL REPORT	View image in PDF format
02/26/2014 – ANNUAL REPORT	View image in PDF format
10/25/2013 – Name Change	View image in PDF format
01/21/2013 – ANNUAL REPORT	View image in PDF format
02/17/2012 – ANNUAL REPORT	View image in PDF format
01/26/2011 – ANNUAL REPORT	View image in PDF format
01/19/2010 – ANNUAL REPORT	View image in PDF format
02/03/2009 – ANNUAL REPORT	View image in PDF format
01/21/2008 – ANNUAL REPORT	View image in PDF format
02/07/2007 – ANNUAL REPORT	View image in PDF format
10/10/2006 – REINSTATEMENT	View image in PDF format
01/27/2005 – Foreign Profit	View image in PDF format

ESCAMBIA COUNTY BUSINESS TAX RECEIPT



Scott Lunsford
Escambia County Tax Collector
EMPLOYMENT AGENCY

BLUE ARBOR INC

P O BOX 12780
NEW BERN, NC 28561

2023 / 2024

EXPIRES: SEPTEMBER 30, 2024

BUSINESS: BLUE ARBOR INC

ACCOUNT NO: 608906

OWNER NAME: MOFFETT LUCINE W

LOCATION: 913 GULF BREEZE IGROUP TYPE: 47146 **TOTAL:** 26.25

Paid 08/04/2023 26.25

This business tax receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

THE ISSUANCE OF THIS RECEIPT DOES NOT ENSURE COMPETENCY

Scott Lunsford • Escambia County Tax Collector

EscambiaTaxCollector.com

facebook.com/ECTaxCollector

twitter.com/escambiatc

To renew, verify, or make address changes to your Business Tax Receipt, visit our payment center at EscambiaTaxCollector.com.

Contact our office by email at ectc@EscambiaTaxCollector.com if any of the following changes occur with your business:

- Ownership
- Location
- Name

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

All business tax receipts expire September 30 of each year.

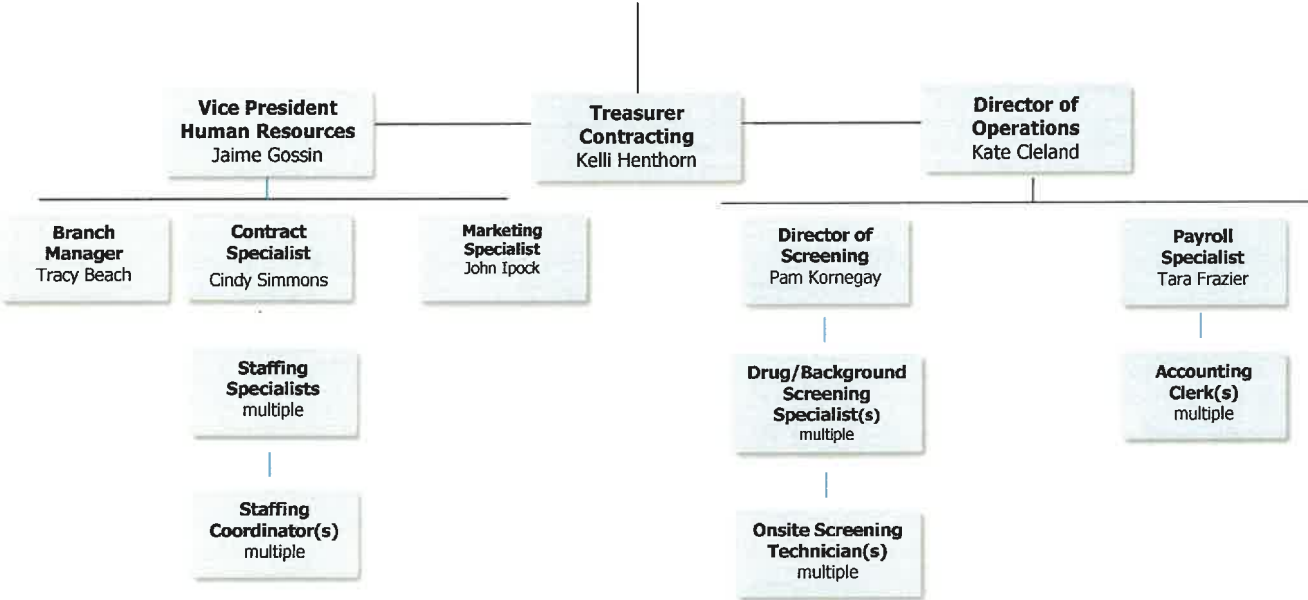
Note: If your business is closing, an application for a Going Out of Business Permit may be required, along with the surrender of your original business tax receipt and payment of any outstanding tangible tax liability for the business. This provision also applies to fire sales.

BUSINESS OWNER: You may be eligible to use the installment plan to help manage your cash flow and pay your tangible personal property taxes. More information is available at EscambiaTaxCollector.com.

A business tax receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and any other lawful authority.

Lucine Moffett
Owner / President

Blue Arbor, Inc. / Atlantic Gulf Coast Contracting, Inc. / TESI Screening, Inc.





TAB 7: ADDENDA

- Addendum #1 was issued on September 6, 2023 and accepted
- Addendum #2 was issued on September 8, 2023 and accepted
- Addendum #3 was issued on September 13, 2023 and accepted
- Addendum #4 was issued on September 13, 2023 and accepted



Temporary Personnel Services

Last updated by Addendum #4 on Sep 13, 2023 3:30 PM

Request For Proposal

Procurement & Contracting Services Division

Project ID: 2023-207

Release Date: Wednesday, August 30, 2023

Due Date: Wednesday, September 27, 2023 2:30pm

Posted Wednesday, August 30, 2023 8:00am

All dates & times in Eastern Time

Draft Response

No Bid

Time Remaining: 5 days, 22 hours, 20 minutes

Addenda & Official Notices

Addenda & Notices issued following the posting of the project

All	4
Addenda	4
Notices	0

Addendum #1

Sep 6, 2023 2:06 PM

1. When is the anticipated start date?

The current contract expires February 28, 2024.

2. Does this venture require bonding?

No.

3. Are bidders required to have an office in a certain radius?

No

4. What is the anticipated cost of this venture?

It is on an as needed basis. There is no way to determine a cost.

5. How many temporary employees are needed to fill these roles?

Temporary services are on an as needed basis.

6. What are the pay rates or does vendor determine pay rates?

Please look at attachments. The rates are negotiated with a percentage up charge.

7. Are vendors required to bid to fill all positions?

No

8. Are there specific certifications or state registrations required to bid on this venture?

Proposer must be licensed and insured.

9. Are vendors able to acquire state certifications directly following being awarded this contract?

No certifications must be included with proposal.

10. What is the anticipated award date for this contract?

The anticipated award date is sometime in January.

Addendum #2

Sep 8, 2023 11:10 AM

1. Can you please elaborate on what license do we need to submit with the bid response?

A. Licenses: Firms utilizing employee leasing companies, 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 receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

B. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

C. 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 must be included with the submittal package, if applicable.

2. Do we need to be licensed to do business in the City of Stuart to submit a response to the bid?
Only if your business is located in Stuart.

3. Do we need to be licensed to do business in the State of Ohio to submit a response to the bid?
You must be licensed in the State of Florida.

Addendum #3

Sep 13, 2023 12:25 PM

1. How many awards will be rewarded? If unknown, will there be multiple awards?

It is unknown we like to award to multiple firms to keep our options open. We currently have three different vendors we utilize.

Addendum #4

Sep 13, 2023 3:30 PM

1. If this is not a new venture, what was the previous costs for these services?

The expenditures for these services are about \$50,000 a year.

No Notices Have Been Issued



REQUEST FOR PROPOSAL

2023-207

TEMPORARY PERSONNEL SERVICES

City of Stuart

121 SW Flagler Avenue

Stuart, FL 34994

RELEASE DATE: August 30, 2023

DEADLINE FOR QUESTIONS: September 15, 2023

RESPONSE DEADLINE: September 27, 2023, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/stuartfl>

City of Stuart
REQUEST FOR PROPOSAL
Temporary Personnel Services

- I. Advertisement
- II. Introduction.....
- III. Instructions To Bidders
- IV. General Information
- V. ARPA Terms and Conditions.....
- VI. Scope of Work
- VII. Evaluation Phases
- VIII. Vendor Questionnaire.....

Attachments:

A - Price proposal form

B - FEMA_TERMS_AND_CONDITIONS_-1



1. ADVERTISEMENT

Proposals for Temporary Personnel Services will be received by the City of Stuart at the <https://procurement.opengov.com/portal/stuartfl> until Wednesday, September 27, 2023 at 2:30 pm.

The City encourages E-bidding via the City's e-procurement portal hosted by OpenGov at <https://procurement.opengov.com/portal/stuartfl>. If not submitting electronically then an original, three (3) copies and one (1) electronic (PDF format preferred) on a CD or Flash Drive must be submitted in a sealed envelopes/package addressed to Procurement Division, City of Stuart, and marked RFP 2023-207. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

A complete bid package can be obtained from the City's e-procurement portal <https://procurement.opengov.com/portal/stuartfl> or by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Mail/Overnight/Hand Deliver Submittal Responses to:

Stuart City Hall

Procurement Office

301 SE Ocean Blvd, Suite 204

Stuart, Florida 34994

Mark outside of envelope: RFP2023-207:Temporary Personnel Services

Published: Wednesday, August 30, 2023

2. INTRODUCTION

2.1. Summary

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 personnel services as described herein.

2.2. Contact Information

Alaina Knofla
Procurement Coordinator
301 SE Ocean Blvd, Suite 204
Stuart, FL 34994-2172
Email: aknofla@ci.stuart.fl.us
Phone: [\(772\) 288-5320](tel:(772)288-5320)

Department:
Procurement & Contracting Services Division

2.3. Timeline

Release Project Date	August 30, 2023
Question Submission Deadline	September 15, 2023, 4:00pm

<p>Proposal Submission Deadline</p>	<p>September 27, 2023, 2:30pm Microsoft Teams meeting</p> <p>Join on your computer, mobile app or room device</p> <p>Click here to join the meeting</p> <p>Meeting ID: 262 965 217 947</p> <p>Passcode: 5rexNn</p> <p>Download Teams Join on the web</p> <p>Or call in (audio only)</p> <p>+1 872-242-8065,,156622552# United States, Chicago</p> <p>Phone Conference ID: 156 622 552#</p> <p>Find a local number Reset PIN</p> <p>Learn More Meeting options</p>
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3. INSTRUCTIONS TO BIDDERS

3.1. RULES FOR SUBMISSIONS

The City encourages e-bidding, however if not submitting electronically please provide the following marked in a sealed envelope with RFP name notated including one (1) original, three (3) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

IMPORTANT NOTE:

To expedite the evaluation of responses, it is mandatory that all respondents follow the format and instructions contained herein. The City retains the option to reject any response that does not conform to the stated requirements.

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 Proposer'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 Proposer 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. Proposer 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 ~ 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, verification documents, and the handling of payroll processes.

Tab 3 ~ Attachment A- Price Proposal Form

Insert all requested pricing in the attached Price Proposal Form.

Tab 4 ~ Insurance

Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in the RFP. 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 and employee leasing firms 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 three (3) years and provide details of the following: scope of work, location, dates of service, names, addresses and phone numbers of owners.

Tab 6 ~ 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 7 ~ Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

4. GENERAL INFORMATION

4.1. 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 personnel services as described herein.

4.2. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by Proposers in connection with preparation of a response to this RFP.

4.3. INQUIRIES

The City will not respond to oral inquiries. Bidders shall submit all inquiries regarding this bid via the City's e-Procurement Portal, located at <https://secure.procurenow.com/portal/stuartfl>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

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 e-procurement portal.

4.4. 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.

4.5. QUALIFICATION SUBMISSION AND WITHDRAWAL

The City prefers electronic submission of bids and proposals. Please submit electronic responses via the City's e-Procurement Portal

<https://secure.procurenow.com/portal/stuartfl>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

If you would like to submit a paper proposal please submit to the following address:

City of Stuart City Hall
Procurement Division
121 S.W. Flagler Avenue
Stuart, Florida 34994

The City encourages e-bidding, however if you are not submitting electronically, please mark the outside

of the envelope as follows: RFP 2023-207: Temporary Personnel Services. The envelope shall also include the proposer's return address. Respondents shall submit one (1) original, six (6) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their 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 pm ON Wednesday, September 27, 2023**

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 Procurement Office, as specified above, prior to the deadline set for receiving proposals. A proposal received by the City Procurement Office after the established deadline will be returned unopened to the proposer.

Electronic Submittal Withdrawal:

Proposers may withdraw their proposal by clicking the un-submit button up until the due date and time.

Paper Submittal Withdrawal:

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.

4.6. ADDENDA

If revisions become necessary, the City will provide written addenda. It is the responsibility of the proposer to obtain any addenda issued. 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 an RFP package from sources other than the City or OpenGov. All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City. Failure to acknowledge all addenda may result in disqualification.

Addenda Notification: Bidders are required to register for an account via the City's e-Procurement Portal hosted by OpenGov. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenow.com/portal/stuartfl>

4.7. 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.

4.8. DEVELOPMENT COSTS

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

4.9. INSURANCE

Proof of the following insurance will be furnished by the successful bidder by certificate of insurance, which name the City of Stuart its offices, board members, employees, and agents as additional insured on general liability & automobile liability insurance policies. The policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The City by and through risk management department and in cooperation with the contracting department, reserves the rights 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 AM 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 obligation, to review and request an audited financial statement.

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

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 professional and/or subcontractor providing such insurance.

The insurance required by paragraph 5.04A of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Workers' Compensation: With limits equal to Florida statutory requirements. Employers' liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

If the contractor maintains higher limits than the minimums shown above, the City of Stuart requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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 Management department.

Commercial General Liability: Insurance, Occurrence Form – ISO CG 0001 or equivalent, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence \$2,000,000
Personal/advertising injury \$1,000,000
Products/completed operations aggregate \$1,000,000
General aggregate \$3,000,00
Fire damage \$100,000 Any 1 fire
Medical expense \$10,000 Any 1 person

The policy shall be endorsed to include the following additional insured language: "The City of Stuart shall be named as an additional insured with respect to Liability arising out of the activities performed by, or on behalf of the Contractor." is to be included. Any cross-liability exclusion should not extend to Additional Insured's. Any subcontractors or independent contractors utilized must list the City of Stuart as additional insured including completed operations.

Business Auto Liability: Must cover any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the City of Stuart will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Insurance Requirements: Fifteen (15) days prior to the commencement of any Work under the Contract Documents, a certificate of insurance shall be provided to the City of Stuart for review and approval. The certificate shall provide that: (a) City of Stuart as Owner be named as an additional insured on the commercial general liability, auto liability, and Contractor's Builders' Risk "All Risk" insurance policies; (b) the Contractor's insurance coverage shall be primary; and (c) City of Stuart as Owner and will be given thirty (30) days' notice prior to cancellation or modification of any required insurance and such notice shall be in writing by registered mail, return receipt requested and addressed to the City of Stuart. The Contractor shall be responsible to ensure that all subcontractors comply with all insurance requirements of the Contract Documents.

All coverage shall be maintained without interruption from the date of commencement of the Work and remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07 of the General Conditions. In addition, with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such insurance shall remain in effect for at least two (2) years after final payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of such insurance at final payment and again one (1) year thereafter, so that Owner is assured of such continuing coverage.

All insurers must be authorized to do business in Florida and have a Best Key Rating of A- VII.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. 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. The City of Stuart and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance, and Contractor's Builders Risk "All Risk" insurance policies.
- D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
City of Stuart
121 S.W. Flagler Avenue
Stuart, FL 34994
- E. No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.
- F. The "Acord" certification of insurance form should be used.

4.10. 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 thirty-six (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.

4.11. SUSPENDED VENDOR

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

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

4.12. 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.

4.13. PUBLIC RECORDS

Proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this RFP will not be considered confidential and/or proprietary.

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".

4.14. PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994 per F.S. 119.12.

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

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Proposer of the request, and the Proposer must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

1. If a Proposer does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
2. A Proposer who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
3. If a civil action is filed against a Proposer to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Proposer the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the Proposer unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Proposer has not complied with the request, to the public agency and to the Proposer.
 - c. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Proposer at the Proposer's address listed on its contract with the public agency or to the Proposer's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
 - d. A Proposer who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

4.15. 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. Licenses: Firms utilizing employee leasing companies, 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 receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.
- B. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
- C. 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 must be included with the submittal package, if applicable. The successful company will be required to register with the City of Stuart business tax division.

4.16. 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.

4.17. 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. 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.

4.18. DRUG-FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

4.19. COMPETENCY OF RESPONDENTS

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.

4.20. PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

4.21. REJECTION OF PROPOSALS

The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

4.22. CONFLICT OF INTEREST

The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services

hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

4.23. CONE OF SILENCE

A Cone of Silence shall be in effect during the Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications. The Cone of Silence shall terminate at the time the City Commission or City Manager makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action in the Competitive Solicitation. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation. Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Manager.

4.24. 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. The City expects to award to multiple vendors. Proposers do not have to bid all categories in order to be considered. They may submit for positions they staff.

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.

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.

4.25. CONTRACT TERM

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

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 four (4) 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 proposer. 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.

Option to Extend: The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the Proposer 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 four (4) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) 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.

Non Exclusive Contract: Proposer 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.

4.26. CONTRACT AMENDMENT

The City may require additional positions not specifically identified in the contract. The Proposer 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 proposal 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 Proposer.

4.27. STANDARDS/REGULATIONS

The City reserves the right to request documentation of Proposer'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. Proposer services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal regulations related to temporary employee leasing.

4.28. 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.

4.29. 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 Firms utilizing employee leasing companies, 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 receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

- A. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
- B. 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 must be included with the submittal package, if applicable.

4.30. 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.

4.31. DEFAULT

In the event that the Proposer cannot respond adequately to the needs of the City, the Proposer 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 Proposer. 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 Proposer under this Contract.

4.32. 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.

4.33. MINIMUM QUALIFICATIONS AND EXPERIENCE

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

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

- C. 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, date of service, names, addresses and phone numbers of owners.
- D. Proposer must provide an assigned Supervisor (to the City account) with a minimum of three (3) 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.
- E. Firms using employee leasing companies must be in compliance with Chapter 468, Part XI, Florida Statutes and Rule 61G7, Florida Administrative Code; and must provide proof of license from regulating authority.

4.34. CONTRACTOR OBLIGATIONS

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.

Employees are Responsibility of Proposer: Proposers 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.

Proposer shall;

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

Proposer shall provide the following documents to the City's Human Resources Department for prior approval for all temporary employees at the **proposers** expense to include the following:

- A. Results of 10 panel test for pre-employment drug screening
- B. Authorization to work in the US
- C. Statewide criminal check (minimal of 7 years) / background check
- D. Nationwide criminal/Discover (check state criminal records and sexual predator databases for all states)
- E. Positions associated with children services require fingerprinting and criminal records search (recreation aide, recreation leaders)
- F. Education verification

4.35. SERVICING PROCEDURES

All work must be established in advance and with prior approval. The City will contact the awarded Proposer 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 supervisor needing the temporary personnel.

Proposer shall respond within four (4) hours after the initial request to review the requirement and develop a time for placement. Prior to order placement, Proposer shall electronically transmit all verification documents as specified in Item 2.6 to the Human Resources Department for prior approval. The Proposer 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 Proposer 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.

Upon completion of services, the City reserves the right to request the Proposer'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.

4.36. TIMESHEETS, INVOICING AND PAYMENT

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. The City shall approve Proposer's employee time sheets, the City Supervisor must write their name as well as sign the timesheet. 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.

Invoicing: A weekly invoice shall reflect the type of position, date worked, hourly paid to employee by the Proposer, hourly billable labor rate, hours worked, and City Supervisor. A copy of the approved time sheet signed by the City must accompany invoice.

Payment: Payment will be paid upon completion and acceptance of the work, net 45 days. Invoices will be checked to confirm compliance with timesheet. Payments may also be paid by the Visa Purchasing Card or Automated Clearing House (ACH) electronic network for financial transactions with authorization.

4.37. TEMPORARY TO PERMANENT FEES

In the event that the City employs a temporary employee, 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 fee will not exceed one (1) weeks payment to the successful proposer for the employee. A negative cotinine test must be acquired prior to permanent employment at the City's expense.

4.38. EVALUATION METHOD AND CRITERIA

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. 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.

An Evaluation Committee composed of five (5) City staff shall meet to evaluate each response in accordance with the requirements of this solicitation. Each Committee member will rank all proposals based on the criteria below. The top ranked firms may be required to provide a presentation to the selection committee. The selection committee will recommend award to the top ranked firm.

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 the following:

Evaluation Phases

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 or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondents. 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.

Terms and Conditions: Any actual or prospective Proposer 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 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.

5. ARPA TERMS AND CONDITIONS

5.1. ARPA Definitions

The term “Professional”, as used throughout this document shall mean the Professional, Provider, Consultant, SubProfessional, etc., as applicable with respect to the Contract or Agreement.

The term “Contract” as used throughout this document shall mean the underlying contract or agreement, as applicable.

5.2. Compliance with Applicable Law and Regulations

Professional provides services that the City may apply to the State of Florida or the federal government for funds which will be used to pay Professional or reimburse the City for payments made to Professional. This amendment is in accordance with Code of Federal Regulations Section 2 CFR 200. The City and Professional agree that with respect to any services or work performed or provided by, Consultant, Professional or its Subprofessional’s under the Contract arising from or related to the American Rescue Plan Act (ARPA), the provisions set forth in this amendment (including requirements of registering on SAM.gov) (collectively, the “2CRF 200 Requirements”) shall apply. The ARPA Requirements shall only modify the Contract upon the provision by Professional of work or services required as a result of utilizing funds given from American Rescue Plan Act. The terms and conditions of the Contract and the ARPA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the ARPA Requirements, the ARPA Requirements shall govern and prevail.

Compliance with Applicable Law and Regulations

- A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – (Section 1352, Title 31, U.S. Code prohibits recipients of federal funds--whether grants, contracts, cooperative agreements--from using those funds to lobby to obtain, extend, or modify a federal award.) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- C. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. Clean Air Act 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
- E. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- F. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- G. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- H. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- J. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- K. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- L. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- M. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- N. Subpart C 200.116 Prohibition on certain telecommunications and video surveillance services or equipment.
 - 1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 3. See Public Law 115-232, section 889 for additional information.
 4. See also § 200.471.

O. Domestic preferences for procurements

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

6. SCOPE OF WORK

6.1. Temporary Personnel Services

The City of Stuart solicits qualified and experienced staffing firms to provide the most qualified and able bodied workers to fill the job positions as specified herein. These services are on an as needed basis.

7. EVALUATION PHASES

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. 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.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Experience, knowledge and qualifications <ul style="list-style-type: none"> • Expertise of human resources • Qualifications & experience of the firm relevant to the Scope of Work • Availability of qualified personnel • Ability to meet set standards • Previous contracting experience with the City and other governmental agencies 	Points Based	30 <i>(30% of Total)</i>
2.	Quality of Services <ul style="list-style-type: none"> • The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm’s capacity to accomplish it successfully • High quality level of services to be provided to City 	Points Based	30 <i>(30% of Total)</i>
3.	References	Points Based	10 <i>(10% of Total)</i>
4.	Fee <ul style="list-style-type: none"> • Percentage of Markup over hourly rate • Any other Costs 	Points Based	30 <i>(30% of Total)</i>

8. VENDOR QUESTIONNAIRE

8.1. [Certification*](#)

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of ninety (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope 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.

I do hereby confirm the above information as valid and true:

Please confirm

*Response required

8.2. [Safety Standards Certification*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Safety Standards Certificat...](#)

*Response required

8.3. [References Form*](#)

Please download the below documents, complete, and upload.

- [Refernces Form.pdf](#)

*Response required

8.4. [Schedule of Subcontractors Participation *](#)

Please download the below documents, complete, and upload.

- [Schedule of Subcontractors ...](#)

*Response required

8.5. [Sworn Statement Pursuant to Section 287.133\(3\)\(a\)*](#)

Please download the below documents, complete, and upload.

- [Sworn Statement Pursuant to...](#)

*Response required

8.6. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- [Drug Free Work Cert.pdf](#)

*Response required

8.7. Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entity Crimes .pdf](#)

*Response required

8.8. Suspended Vendor List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

8.9. Scrutinized List of Prohibited Companies List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

8.10. Upload Proposal*

Upload your proposal

*Response required

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 markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	%
2	Laborer I	%
3	Laborer II	%
4	Custodian	%
5	Sanitation Worker	%
6	Office Assistant	%

Company Name _____

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.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

These FEMA Contract Terms are made a part of your Contract with the City:

The term “Contractor”, as used throughout this document shall mean the Contractor, Provider, Consultant, etc., as applicable with respect to the Contract or Agreement.

The term “Contract” as used throughout this document shall mean the underlying contract or agreement, as applicable.

Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the “FEMA Requirements”) shall apply. The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to received funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

C. Payment. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30-day period.

D. Additional Remedies. In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

E. Termination for Convenience. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no

circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.

F. Compliance with State and Federal Reporting Requirements. Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

G. Civil Rights

(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

H. No Obligation by the Federal Government

(Applicable to all FEMA contracts)

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

I. Access to Records

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers

and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

J. Procurement of Recovered Materials

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

K. DHS Seal, Logo and Flags

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

L. Compliance with Federal Law, Regulations, and Executive Orders

(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.

2. Resource Conservation and Recovery Act

3. National Historic Preservation Act

4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

M. Immigration and Naturalization Act.

(Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§74A(e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

N. Fraud and False or Fraudulent or Related Acts

(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

O. Indemnity of Funding Entities.

(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

P. Performance and Payment Bonds.

(Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

Q. Equal Employment Opportunity

(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for

further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

R. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

S. Materials and Supplies.

(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

T. Clean Air Act and the Federal Water Pollution Control Act

(Applicable to Contracts in Excess of \$150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

U. Certification Regarding Use of Contract Funds for Lobbying

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix II)(1)

The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress,

or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

V. Contract Work Hours and Safety Standards Act

(Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

W. Davis Bacon Act and Copeland Anti-Kickback Act

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port

Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act—40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

(1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

(2) The Contractor agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

X. Rights to Inventions Made Under a Contract or Agreement

(Applicable if FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”. Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

Y. Subcontracts.

(Applicable to all FEMA contracts)

FEMA CONTRACT TERMS

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.

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 (walk behind lawn mower), 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.

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 (walk behind lawn mower), edgers, clippers, saws, and other hand and power tools used in municipal maintenance, mechanical tools, 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.

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.

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 actuators only, operates a variety of small equipment, assembling of refuse containers, abandoning septic tanks systems, maintaining city property by mowing (walk behind lawn mower) and weed eating (weed eaters), cleaning of trucks, refuse containers, restrooms, and other equipment. Work shall take place on public roads, rights of ways, and City parks. 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.

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.

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 markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	% 30%
2	Laborer I	% 30%
3	Laborer II	% 30%
4	Custodian	% 30%
5	Sanitation Worker	% 35%
6	Office Assistant	% 25%

Company Name BLUE ARBOR INC

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.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
TEMPORARY STAFFING**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Expected or Intended Injury – Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000	2
Non-Owned Watercraft	Less than 58 feet	3
Damage to Property You Own, Rent or Occupy	\$30,000	3
Medical Payments	\$20,000	3
Medical Payments Reporting Period	3 Years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$2,500	4
Supplementary Payments – Loss of Earnings	\$500 per day	4
Employee Indemnification Defense Coverage	\$25,000	4
Who Is An Insured Additional Insured – Newly Acquired or Formed Organization Additional Insured – Broadened Named Insured Additional Insured – Blanket Additional Insureds When Required by Contract	Included	4
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	4
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Liberalization	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Bodily Injury – Includes Mental Anguish	Included	5
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	6
Other Insurance – Primary Clarification	Clarification	6

Staffing Services Exclusions	Clarification	7
Staffing Services Definitions	Clarification	8

A. Damage to Premises Rented to You

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part:

1. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$1,000,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof;

2. The word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;**
 - b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.;** and
 - c. **SECTION V – DEFINITIONS, Paragraph 9.a.;** and
3. The words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance.**

B. Expected or Intended Injury – Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Paragraph a. Expected Or Intended Injury is deleted in its entirety and replaced by the following:

- a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Paragraph b. Contractual Liability is amended by adding the following:

Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000.

This coverage extension only applies to rental lease agreements and is excess over any renter's liability insurance of the client.

D. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, Paragraph (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

E. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property, Paragraph (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

F. Medical Payments

- 1. If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part the Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
- 2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, Paragraph a., Item (b)** is amended to read:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and

G. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, Paragraph e. Athletics Activities is deleted in its entirety and replaced with the following:

e. Athletics Activities

To a person injured while taking part in athletics.

H. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Items 1.b. and 1.d. are amended as follows:

- b. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
- d. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

I. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

J. Who is An Insured

SECTION II – WHO IS AN INSURED is amended as follows:

1. Newly Acquired or Formed Organization

If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is amended to read:

- a. Coverage under this provision is afforded until the end of the policy period;
- 2. Each of the following is also an insured:
 - a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - b. **Blanket Additional Insureds When Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

- c. **Interns** – Your interns only while performing duties related to the conduct of your business.
- d. **Contractors** – Any individual or organization under written contract or written agreement with you who provides “staffing services” on your behalf and at your direction for your clients.

K. Duties in the Event of Occurrence, Offense, Claim or Suit

1. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.a.** the requirement that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense, applies only when the “occurrence” or offense is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership; or
- c. An "executive officer" or insurance manager, if you are a corporation.

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. b.** the requirement that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership; or
- c. An "executive officer" or insurance manager, if you are a corporation.

L. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us includes the following clarification:

Therefore, the insured can waive the insurer’s rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

M. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period

of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is amended to read:

“Bodily injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14., Item b. is revised to read:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal and advertising injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

Q. Section IV – Commercial General Liability Conditions is amended by the addition of the following:

The following language is added to Item 4. **Other Insurance**:

Insurance under this endorsement is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

R. Staffing Services Exclusions

The following exclusions are added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**:

Actions Or Activities Of PEO Worker

"Bodily injury" or "property damage" arising from the actions or activities of any "PEO worker".

Professional Services Exclusion

"Bodily injury" or "property damage" due to the rendering of or failure to render any professional service. This exclusion does not apply to your liability for "bodily injury" or "property damage" arising out of your "employee's" providing or failing to provide professional health care services to another of your "employees", but no "employee" is an insured for his or her providing or failure to provide such professional health care services.

Wrongful Acts

"Bodily injury" or "property damage" arising from a wrongful act in the rendering or failure to render services to or for your client.

For the purposes of this exclusion, wrongful act shall mean any actual or alleged act, error, or omission, misstatement, or misleading statement in the course of providing "staffing services" to your clients by you or by any person for whose acts you are legally responsible.

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is amended as follows:

1. Exclusion k. does not apply.
2. Exclusions a., b., e., f., g., h., i., l., and p. do not apply to any insured who did not personally acquiesce in or remain passive after having personal knowledge of such conduct. Our obligation to pay shall begin once the full extent of the assets of the responsible insured has been exhausted and once the Deductible as shown in the Declarations of the policy has been satisfied.
3. The following exclusions are added to Paragraph 2. Exclusions:

Actions Or Activities Of PEO Worker

"Personal and advertising injury" arising from the actions or activities of any "PEO worker".

Professional Services Exclusion

"Personal and advertising injury" due to the rendering of or failure to render any professional service.

Wrongful Acts

"Personal and advertising injury" arising from a wrongful act in the rendering or failure to render services to or for your client.