

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the day of January, 2019 by and between Manpower referred to as "Contractor", and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Temporary 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 employee's qualified and able bodied personnel on an as needed basis for various City departments to perform the services as outlined in the job descriptions, including but not limited to job descriptions as described in Exhibit A (Contractor's response to RFP 2019-200 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of one (1) year with the option of 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 A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the appropriate City officials.

2.2 Invoices

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.

2.3 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.

<u>Section 3</u>. Contractor Responsibility

3.1 Independent Contractor

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

3.2 Standards/Regulations

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

3.2 Responsibility for Work

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

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

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

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

Section 4. Contractor's Records

4.1 Claims

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

4.2 Documentation

Contractor shall electronically transmit all documentation to the Human Resources Department for prior approval for all temporary employee's at the Contractor's expense for Pre-employment drug screening, Authorization to work in the US, Statewide criminal check (minimal of 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 of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful proposer 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 (1) weeks 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 successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

7.4 Rights and Benefits

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

Section 8. Indemnification of City

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

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

Section 9. Insurance.

9.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 1.9 of the Request for Proposal. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified.

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 herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 13. Public Records

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 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.

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.

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.

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.

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:

- 1. The court determines that the Proposer 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 Proposer has not complied with the request, to the public agency and to the Proposer.

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.

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.

IV. EXHIBITS INCLUDED IN AGREEMENT

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

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

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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

	CITT OF STUAR	I, FLUKIDA
ATTEST:		
Mary R. KINDEL CITY CLERK	DAVID DYESS CITY MANAGER	
APPROVED AS TO FORM AND CORRECTNESS: MICHAEL MORTELL CITY ATTORNEY		
WITNESSES:	CONTRAC	CTOR
(Signature)	(Signature)	
(Signature)	$\frac{\mathcal{R}_{bB}}{\text{Printed Name}}$	VORSE
	VICE Title	PRESIDENT

Original

Request for Proposal

City of Stuart

Proposal Number RFP #2019-200 Temporary Employee Services

Submitted: November 27, 2018

By: Manpower



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Letter of Transmittal:

November 27, 2018

Alaina Knofla
Procurement and Contracting Services
Procurement Specialist
121 SW Flagler Ave.
Stuart. Florida 34994

RE: RFP #2019-200 Temporary Employee Services

Dear Ms. Knofla:

Manpower appreciates the opportunity to submit a proposal in response to Request for Proposals RFP#2019-200 for Temporary Employee Services for the City of Stuart for various city departments on an as needed basis. Given our history and experience with government and municipalities, we are a proven partner ready to continue our service as your primary provider. It is crucial that City of Stuart aligns with a strong, steady partner to secure the highest quality support and services at the best price. Manpower understands the scope of services as outlined in the RFP. Our proposal will illustrate that we have provided temporary employee services for more than 30 years, that we maintain a pool of temporary employees to provide customers' temporary employment staffing needs and the personnel employed by Manpower are capable employees, age 18 years or older.

Manpower opened our doors on the Treasure Coast in 1980 and in Stuart 1984 and has had contracts with St. Lucie County for at least 25 years, with Indian River County for more than 12 years, and with the Indian River County School District. We have had experience with the City of Ft. Pierce, St. Lucie County School District, the City of Vero Beach, City of Stuart, City of Delray Beach, City of Boynton Beach, City of Palm Beach Gardens, City of Lake Worth, City of Riviera Beach, Town of Palm Beach, Town of Sewall's Point and other government entities. Our knowledge of the employment industry and our experience in working with businesses like yours on the Treasure Coast and in Palm Beach County, allow us to provide you with exceptional service and employment tools designed to meet your specific needs.

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

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



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

- All interviewing and testing processes are built to maximize information about work-related experiences.
- Free, thorough training through Manpower's proprietary platform, "MyPATH" in various areas utilizing the
 distance learning tool "PowerYou" provides associates with advanced and emerging skills not readily
 available in the marketplace.
- Programs promote, maintain, and monitor quality performance by both associates and Manpower service staff.

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

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

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

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

Our proposal is made without collusion with any other person or entity submitting a proposal pursuant to RFP #2019-200. As President of the local franchise, I am authorized to negotiate on behalf of Manpower with the City of Stuart.

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

Sincerely,

R. Michael Vorse

President

	Tab 1 – Experience/Knowledge/Qualifications Resume of Supervisor assigned to City of Stuart Resumes of additional relevant personnel	
	Tab 2 – Servicing Procedures	
	Tab 3 – Compensation Schedule	
	Tab 4 – Insurance Statement Certificate of Insurance	
	Tab 5 – References Letters included	
6	Tab 6 - Submittals/Forms -	
7	Tab 7 – Optional Information	
	Tab 8 - Addenda	
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Tab 1 - Experience/Knowledge/Qualifications

Manpower description: Global Headquarters - Milwaukee, Wisconsin Regional Headquarters - Palm Beach Gardens, Florida Local Office - Stuart, Florida

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

With almost 70 years of experience (over 30 years locally on the Treasure Coast), recruiting, screening and selecting individuals for similar positions as those listed in the RFP #2019-200, we can ensure that our associates possess the skills required by the City of Stuart. With more than 20 years of experience successfully servicing St. Lucie County, three years previously servicing City of Stuart, and other government agencies on the Treasure Coast and Palm Beach County, Manpower has demonstrated that we leverage our experience, knowledge, and systems to deliver an efficient and effective level of service.

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

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

Following are Manpower's local offices:

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

Palm Beach County 11211 Prosperity Farms Rd. Suite C-210 Palm Beach Gardens, FL 33410 Vero Beach, FL 32960 (561) 694-6700

Indian River County 2155 15th Ave. Suite A-2 (772) 562-4330

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



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TAB 1 (Page 2)

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

- Sourcing the Right Candidates candidates are proactively recruited through a variety of methods that have been tested and proven to source qualified candidates. Our multi-level recruitment program is an ongoing activity to ensure a ready pool of qualified associates, (background screened and drug tested, and when needed Education verification) to meet the City of Stuart's requirements. Our recruiting process includes: Referral Sources both from qualified associates who have worked for Manpower and from our clients, who refer candidates and employees that may need more challenging work or have been downsized due to company relocation or other events; Social Media including our Facebook page, Website, LinkedIn and other Social Media platforms; Job boards specific to positions needed to build a pipeline for our clients' needs; Schools that include curiculum specific for skilled trades, and industrial courses, etc., Career Fairs; Veteran's Career Fairs; as well as unsolicited resumes from people relocating to South Florida who have worked with Manpower or know of Manpower, plus many other recruiting methods too numerous to detail.
- <u>Screening and Assessment</u> every candidate goes through Manpower's **PPS+ System**, a patented, proprietary, and proven screening process. For Industrial positions, candidates are also administered Manpower's proprietary Ultradex skills battery and Safety Training, measuring competencies relevant in industrial environments. These Manpower best practices are designed to identify the most qualified candidates in an expeditious manner.
- One on One Interviews One of the most significant steps Manpower takes when we screen and assimilate a candidate into our system – and eventually, into an assignment at the City of Stuart – is the one-on-one candidate interview. (Please see more detailed information in Tab 2 Operational Plan – Recruiting & Screening Procedures).
- <u>Pre-employment Testing</u> Manpower will administer pre-employment drug tests, criminal background checks and, if needed, education verification for any associates assigned to the City of Stuart and only assign those individuals who meet the criteria to work at the City.
- <u>Employment Verification</u> every associate's work authorization is verified with a photo I.D. and the social security number is run through the Department of Homeland Security *E-Verify* software. (Please see more detailed information in Tab 2 Operational Information – Recruiting & Screening Procedures)
- <u>Employment References</u> every candidate's previous employment is verified through rigorous reference checks with their immediate supervisor, owner of the company, or the Human Resources department to verify that dates of employment are accurate.
- Onboarding Associates qualified associates go through an extensive orientation before being sent on assignment to the City of Stuart. Associates are instructed on Manpower policies and benefits and watch harassment videos and receive Safety Training. All associates who are assigned to the City of Stuart for Light Industrial or Industrial positions must pass our Safety assessment after receiving Safety Training. (Please see more detailed information in Tab 2 Operational Plan – Safety Training)
- <u>Days Required for Placement</u> Since we proactively recruit and maintain a pool of background screened candidates ready to be dispatched immediately upon request from City of Stuart, our response time would be within 4 hours of receiving a requirement to one day to fill for most positions. For positions that are highly skilled, licensed and infrequently required, it may take Manpower a few days to source for these types of skills. However, once we know that there will be an upcoming requirement, we will search our database and begin sourcing activities to ensure that we have candidates readily available to send to the City of Stuart. (Please see more detailed information in Tab 2 Operational Plan Lead time and Response Time).



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TAB 1 (page 3)

Expertise & Experience with Similar Services:

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

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

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

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

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

In 2016, Manpower was engaged as the EOR for Hurricane Matthew in which we had 15 workers doing debris cleanup in Indian River County. We also worked with the City of Ft. Pierce helping with the hurricane clean up.

In 2017, as a result of Hurricane Irma, we were engaged again as the EOR in St. Lucie County, Indian River County, Martin County, and also in Palm Beach County.

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

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



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TAB 1 (Page 4)

- Employee intake (application and assessment)
- Employment registration (verification of eligibility and process orientation)
- Worksite assignment (provide directions and instructions)
- Payroll services (gather time sheets, or electronic web-time, verify work and pay associates weekly)
- Follow-up record keeping (provide reports to City of Stuart when needed)
- Quality Performance surveys (weekly calls to worksite Manager to monitor performance)
- Weekly calls to associates ensuring that they are still at the same worksite with the same schedule performing the same duties

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

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

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

Anita Fischer – Supervisor for City of Stuart –Anita has worked for Manpower since 2016 as the Business Development Manager for St. Lucie County & Martin County. Prior to that Anita had a management role in Human Resources, where she supervised & recruited departmental staff. Anita will be responsible for Manpower's service delivery to the City of Stuart. The service delivery model, based on our PPS+ system, is our customized approach to matching the best candidate to your requisition, sets us apart from the competition and allows us to excel. This system helps us accurately provide the City of Stuart with productive workers and our associates with work that matches their skills, interests, and abilities.

Turris Polite – Recruiter – Turris will be responsible for all recruiting activities for the City of Stuart. Turris will ensure that we have a pool of candidates with the skills needed and required screening to dispatch upon notification from the City of Stuart. Turris interviews in our Stuart office and in Port St. Lucie on a regular basis where she performs behavioral interviews and has direct contact with our candidates.

Turris and Anita have access to the conference room for any orientation that has to be performed for large groups of Manpower associates. The conference room can accommodate at least 50 individuals where videos and/or presentations can be conducted to familiarize individuals with the work environment, safety procedures and general information regarding assignments at Stuart employers.

JOAN A. GREENBERG

17292 Hampton Blvd. Boca Raton, FL 33496 561 241-6427 joangreenberg@adelphia.net

Professional Summary: 20 year staffing professional with proven leadership skills; Successful multioffice management experience; Experience in turnaround markets; New business line development; Large account sales, implementation and management.

CAREER HISTORY

MANPOWER 2000 to Present

REGIONAL DIRECTOR, South Florida

Responsible for Sales & Operations of five offices and two On-Sites with annual sales in excess of \$20M, six direct reports and a staff of 20.

ACCOMPLISHMENTS

Consistently achieved or exceeded profit results consistent with forecast/expectations

- Net Operating Profits resulted in an increase of 35.9% over prior year
- Gross Margins increased an average of 3% points over prior year
- Reduced expenses by 3.6%
- Sold higher value services i.e. Direct Hire, Assessments and Training resulting in an increase of 64.7% over prior year
- · Retained management staff
- Received Manpower Power Award for market growth for 2001 and 2002
- Received award from Department Of Labor at Manpower celebration in Milwaukee
 Manpower & US Department of Labor Partnership Champion 2003-2004

THE OLSTEN CORPORATION GENERAL MANAGER, Broward County, FL

1984 – 1995, 1997 to 2000

1997 to 2000

Responsible for sales and operations of \$5.5M area, one office and two on-sites.

ACCOMPLISHMENTS:

- Increased revenues 150% and grew profits 233%.
- Reversed mix of business from 80% light industrial to 90% clerical and professional.
- Increased margins on transactional business to over 30%.
- Responsible for selling and implementing partnership resulting in \$3M annually.
- Responsible for direct placements generating over \$95,000 in revenue.

ROBERT HALF INTERNATIONAL

1995 to 1996

AREA MANAGER, Tampa/Orlando, Boca Raton/West Palm Beach

Hired to oversee Robert Half International permanent placement, Accountemps and OfficeTeam divisions with full P&L responsibility

ACCOMPLISHMENTS:

- Grew OfficeTeam division from 800 hours to 2400 hours in 7 months
- Transferred to South Florida with responsibility for overseeing Accountemps and OfficeTeam divisions in Boca Raton and West Palm Beach.

Joan Greenberg Resume Page two

THE OLSTEN CORPORATION

1984 to 1995

AREA MANAGER, NY Suburbs Westchester, Rockland, Orange Counties 1989 to 1995 Responsible for Sales, Gross Profit and Net Profit growth of four offices resulting in annual sales of over \$20 Million and operating profit in excess of \$1.2 Million.

- Developed and implemented a new Permanent Placement Division in 1995.
- Implemented a Regional Payroll Department supporting five offices.

ACCOMPLISHMENTS:

- Achieved CHAIRMAN'S CLUB eight (8) consecutive years, every year since inception.
- Implemented a new successful Accounting Division in 1989 with first year billing in excess of \$750,000. Sales and profit increased by more than 25% each year.
- Increased sales 35% and profits 40% in 1992, and sales 30% and profits 70% in 1993.
- Merged two operations into one office, combining staff, promoting and training new branch managers and exceeding budget by over 40%.

BRANCH MANAGER ACCOMPLISHMENTS:

1987 to 1988

- Increased hours and sales within 12 months by 100% and increased profits by 150%.
- Ranked in the top five Branch Managers for sales and profitability and recognized at the first CHAIRMAN'S CLUB rally in 1987.

ACCOUNT REPRESENTATIVE ACCOMPLISHMENTS:

1984 to 1986

- Increased client base 50%.
- Generated new business totaling 3500 hours per week and billings in excess of \$35,000 per week.
- Annual sales totaled more than \$1.5 Million per year.
- Achieved PRESIDENT'S CLUB two (2) consecutive years.

EDUCATION:

HUNTER COLLEGE

Property & Casualty Insurance Brokers License

Olsten - Management Development

· Salesability/Manageability

Strategic Selling

ORGANIZATIONS:

Active member of Greater Miami and Greater Ft. Lauderdale Chambers of Commerce Active member of Greater Miami SHRM and HRABC

Serve on various Economic Development committees and Workforce Development Boards

- Beacon Council
- Broward Alliance
- Miami-Dade College Business Advisory Committee
- Broward Community College- Workforce Development

REFERENCES:

Furnished upon request

Rob Vorse

11744 Banyan St. | 561.707.7578 | rob.vorse@manpower.com

COMPUTER SKILLS

- · Microsoft Office Suite Word, Excel, PowerPoint, Outlook, Access
- · SQL 2012, Server 2012
- · Peachtree Accounting
- · Adobe Photoshop, Acrobat

EXPERIENCE

2012 - Current

Vice President, Manpower Staffing

- · Risk Management, Human Resources
- · P & L Responsibility
- · Lead Strategic Planning meetings
- · Contract Negotiation
- · Develop and prepare customized reports for customers including OSHA log reporting
- Oversee invoicing for over 500 Customers and Payroll for over 2,000 temps

2007 - 2012

Staffing Specialist/Branch Manager, Manpower Staffing

- · Conduct Interviews and orientations for candidates seeking employment
- · Applicant Tracking Systems
- · Supervised branch staff

2004 - 2006

Grocery Clerk, Publix

· Responsible for receiving, auditing, inventory, and stocking of grocery products

EDUCATION

2007

B.A. History, University of Florida

Anita Fischer

Manpower

WORK HISTORY

4/2016-Present

Business Development Manager, Manpower - Martin County/St. Lucie County

- Business Development and Client Retention Professional
- Deliver Innovative Workforce Solutions to Clients and Find Qualified Talent to Meet their Human Capital Needs
- Award-Winning Track Record for Growing underperforming Territory Offices through Customer-Centered Recruitment and Human Resource Solutions
- Exceeding Goals by effective Client needs assessments
- Acting on Client Requests with a sense of Urgency and providing Optimum Human Resource Solutions with the objective of growing business Opportunities.
- Known for delivering client solutions within a highly competitive region and local markets
- Exceptional communication, negotiation and influencing skills with and aptitude for effective client challenge resolution
- New and Existing Business Developer, taking a consultative approach while helping our clients and prospects meet their goals

8/2013-4/2016

General Manager, LA Fitness-Port St Lucie

- Hire, Train, Manage, and Evaluate All New Staff members
- Promote, Assistant Managers and New General Managers to Run Other LA Fitness Clubs around the State
- Put all work schedules together including covering all sick time and vacations
- Plan and Prepare all Advertising and Marketing Campaigns
- Sell Memberships
- Maintain A Goal of 60% or Higher for the Company to make a Profit
- Fit staffing needs into budgetary constraints of program
- Training off ALL New Staff
- Develop and operate the systems, policies and procedures directly related to LA Fitness
- Manage and mentor LA Fitness Staff
- Plan and conduct ongoing training and development programs for staff
- Communicate regularly with staff about important issues, program needs and evolving policies and procedures
- Delegate work to appropriate employees.
- Assist with customer relations as needed
- Provide an effective safety/risk management program and procedures for emergency care of participants; schedule training/certification classes in CPR/First Aid for employees

- Monitor budget on an ongoing basis
 - SUCCESS: Fastest Promoted GM (6 weeks) in the Company.
 - SUCCESS: Took the Worst Club in the district with the least amount of Numbers to the Top Producing Club In the Region. Never Falling below a 60% Month or Higher. Highest months include a 70%, 90% (in December, and 110% of Goal) Always Maintaining Growth with our Club Numbers and Promoting New GM's.
 - SUCCESS: #1 Corporate Wellness Director in the Region. Opened New Accounts Quarterly. Went to All Chamber Meetings, Mixers and Events.

6/2012-8/2013

Club Director, Longevity Ladies Fitness & Spa, Vero Beach, Florida

- Hire, Train, Manage, and Evaluate All New Staff members
- Supervise staff selection process ensuring fair and efficient operations.
- Update job descriptions as needed
- Fit staffing needs into budgetary constraints of program
- Training off ALL New Staff
- Develop and operate the systems, policies and procedures directly related to Longevity
- Manage and mentor Longevity staff
- · Plan and conduct ongoing training and development programs for staff
- Prepare written materials to educate and train staff
- Communicate regularly with staff about important issues, program needs and evolving policies and procedures
- Delegate work to appropriate employees.
- Oversee card swipe program and access issues
- Prepare reports regarding equipment usage patterns
- Recommend purchases of equipment and supplies, and a long-term equipment replacement plan
- Interface professionally and positively with vendors regarding equipment purchases, delivery, scheduled preventative maintenance, needed repairs and billing
- Maintain accurate purchase and service records
- Assist with customer relations as needed
- Provide an effective safety/risk management program and procedures for emergency care of participants; schedule training/certification classes in CPR/First Aid for employees
- Monitor budget on ongoing basis
- Develop and execute a system of routine maintenance, a schedule of daily, weekly, quarterly and annual maintenance to ensure proper working condition and adherence to warranty requirements

Turris Polite

Skills:

Word, Excel, PowerPoint, Access, Outlook, Data Entry and CustomerService

Work History:

Manpower

Stuart & Port St. Lucie, FL

10/2004 - Present

Staffing/Recruiter PRIMARY FUNCTIONS:

- Obtain detailed assignment information from customers and utilize it to provide effective customer service.
- Interview and Test candidates using the PPS+ to evaluate their qualifications for assignments.
- Assign training of associates to upgrade their skills for assignments using the TDC.
- · Fill customer work orders with qualified associates.
- Monitor associate attendance and performance using the phone and Quality Performance Program.
- Troubleshoot to resolve the problems or complaints of customers and associates.
- Coach and Counsel associates to ensure quality performance and job satisfaction.
- Implement company award programs to recognize the good performance of associates.

Business Development

- When appropriate, reactivate inactive customer accounts.
- · Make key skill telephone sales calls to acquire new orders
- Recruit temporary applicants to form a pool of candidates for high demand skill areas.

Administrative Support

- Answer telephone to provide desired information for customers and associates.
- Maintain customer and associate records to ensure completeness and accuracy.

SECONDARY FUNCTIONS:

- Process unemployment claims of associates and attend hearings.
- · Follow up on Worker's Comp claims.

Ivy H, Smith/Port Saint Lucie, FL Administrative Assistant

05/20/10-09/2011

- General office duties
- Balance nightly revenue
- Reconciliations
- Create Job Orders
- Record monthly Inventory
- · Review and confirm locations on prints
- Input job activities from work daily
- Invoice and submit to Sub Contractors
- Responsible for processing 50-200 invoices daily
- Create Spreadsheets
- Assist with Payroll

Rent Rite/Fort Pierce, FL Customer Service Representative

05/2003-10/2003

- Direct Marketing to attract customers
- Provide general office duties
- Entered and updated customer information in corporate database
- Made collection calls and accepted payments from customers
- Sell to clients and initiate sales agreements

Education:

Westwood High School/Fort Pierce, FL

High School Diploma

Indian River State College/Fort Pierce, FL

Business Administration

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Tab 2 - Operational Plan/Servicing Procedures

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

Manpower Servicing Procedures (with prior approval):

- Manpower receives requirement for candidate from City Stuart this can be by phone, email, text or sent directly to our Website.
- Manpower will respond within 1 hour with a status as to the availability of a qualified candidate/associate who has had the necessary background screens
- Should there not be a suitable candidate available immediately, Manpower will communicate the timeframe needed to assign the candidate
- Once a suitable associate has been identified, Manpower will notify City of Stuart the name of the person being assigned.
- Should City of Stuart want to interview first, Manpower will schedule an interview based on the Manager's availability
- If an interview is not required, City of Stuart will provide Manpower with an assignment start date and Manpower will contact the associate with the start date
- Manpower will contact the City of Stuart Manager & provide the name of the Manpower associate
- Manpower will contact the City of Stuart Manager on the first day of the assignment to ensure that the associate arrived safely and on time.
- Manpower follows up weekly with Department Managers to ensure associates are meeting the expectations of the Managers and work is being performed properly
- Manpower follows up weekly with Associates to uncover any impending issues. This mitigates any problems that could impact the work being performed

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

- All screening and interviewing processes are built to maximize information about work-related experiences.
- Work-related competencies are identified using Manpower's skills battery, which consists of tests measuring competencies relevant in industrial environments.
- Associates with the best skills and most relevant experience are assigned to fill City of Stuart's
 job orders.
- All Background checks, drug tests and education verification for City of Stuart will be conducted
 as required and related charges will be included in Manpower's bill rates. Results will be
 presented to Human Resources for prior approval.



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TAB 2 (Page 2)

- Free, thorough training in various areas provides associates with advanced and emerging skills not readily available in the marketplace:
 - MyPath is a collection of resources to help our associates prepare for the changing job market. Through groundbreaking investments in people, Manpower delivers our clients
 - access to more highly qualified talent, reduced turnover, and increased confidence in your workforce. We are positively impacting society by upskilling the workforce to prepare for future jobs. MyPath guides associates to identify strengths, explore jobs, learn new skills, and enroll in college courses to pursue an Associate's or Bachelor's degree. Eligible, actively assigned Manpower associates can get free education through Manpower's Full College Tuition Coverage Program.

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

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

When problems arise, Manpower takes a direct, proactive approach to address and resolve all problems to protect the client as much as possible from negative effects. Manpower's service personnel are trained to handle common personnel issues. For more complex issues, the leadership team would be supported by a group of divisional functional resources unlike anything offered by Manpower's competitors — an example being Manpower provides local service personnel with *dedicated and divisional-based* human resource and safety professionals to reach out to for guidance, direction, and solutions.

Should a problem arise that is not resolvable, and a replacement needed, we would inform the associate after they leave work not to return the following day. In extenuating circumstances, Anita and Turris would go to the site to escort the Associate off the premises. We would communicate with either Human Resources or the department Manager and provide the name of the replacement. In the event that our associate left any personal items at the City of Stuart, we would arrange for either Anita or Turris to go to the site and pick up the items.

Width & Breadth of Workforce:

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



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TAB 2 (Page 3)

Following is the number of current registered associates for each county: St. Lucie County – 15,577

Martin County – 3,673

Indian River County – 5,142

Okeechobee County – 519

Active associates for each county (Active associates are those associates either currently working, in between assignments or just registered and waiting for assignment):

St. Lucie County – 5,774

Martin County – 814

Indian River County – 349

Okeechobee County – 85

Invoicing, Payroll and Billing Procedures

Manpower associates are provided with orientation regarding the payroll process during their interview. They are instructed on how to complete their timesheet, how to get it signed and the day it is due in our office in order to be paid for the time they worked. Manpower's week begins on Monday and ends on Sunday. All associates are paid the Friday following the week worked.

Invoicing is performed weekly on Thursday after the week that the employees work and is based on the employee's signed and authorized timesheet. While all Manpower associates are provided information on how to complete their timesheet, and the day it is due, if an employee does not turn in a timesheet properly signed by the supervisor, invoicing may be delayed while hours worked are verified with the supervisor. Manpower can also provide the City of Stuart with a web-based time approval process.

Invoicing can be done on a departmental basis and can include PO numbers if needed, showing the name of the employee, the hours worked, the hourly bill rate and any other necessary data. Invoices can be customized to the requirements of the City of Stuart. Invoices can be paid via check, or ACH transfer. Invoices are due upon receipt. Additional reports are able to be generated on an as needed basis as requested by the customer.

Training of Personnel

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

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

Benefits

Manpower currently offers medical insurance to all its associates that complete at least 30 days on assignment. The plan is considered Minimum Essential Coverage by the ACA mandate and protects the associates from having to owe any IRS penalties when they file taxes. (This individual mandate is removed in 2019.) There are 83 preventative services that are covered at 100% in-network and 40% out-of-network. The MEC plan satisfies the federal healthcare reform Individual Mandate. Fort purposes of the ACA, Manpower will treat all Assigned Employees as common-law employees of Manpower.



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TAB 2 (Page 4)

Manpower offers one of the most comprehensive benefit packages in the industry. Our benefits include a 401(k) plan, paid holidays, and career development training.

Career/Skill Development Training for temporary associates:

Manpower's Training and Development platform - MyPath, is key for workforce development. MyPath's component, POWER YOU allows us to build and retain highly skilled and knowledgeable employees, ultimately benefiting our clients.

Manpower's POWER YOU provides more than 5,000 online courses to enhance the skills and careers of today's workforce.

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

MyPath is also a collection of resources to help our associates prepare for the changing job market. Through groundbreaking investments in people like never before, Manpower delivers clients access to more highly qualified talent, reduced turnover, and increase confidence in your workforce. Not only that but we are positively impacting society by upskilling the workforce to prepare for future jobs. MyPath guides associates to identify strengths, explore jobs, learn new skills, and enroll in college courses to pursue an Associate's or Bachelor's degree. Eligible, actively assigned Manpower associates can get free courses through Manpower's Full College Tuition Coverage Program.

Safety Training:

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

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

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

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



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TAB 2 (Page5)

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

Safety Training topics covered include:

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

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

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PART 5 - FORMS

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to <u>fill the table out completely.</u> 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	%43
2	Laborer I	%43
3	Laborer II	%43
4	Custodian	%43
5	Sanitation Worker	%43
	I method of payment is by the City Purchasing Card (ACCEPT THE PURCHASING CARD (VISA)?	VISA). Yes No 🔽

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.

	Rob Vorse		
(Signature)	(Printed Name)		
Manpower	Vice President		
Name of Company	(Printed Title)		
772.287.5359	rob.vorse@manpower.com		
Telephone Number	Email Address		

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Tab 4 - Insurance

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/27/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER MARSH USA INC. PHONE (A/C, No, Ext): E-MAIL ONE TOWNE SQUARE, SUITE 1100 SOUTHFIELD, MI 48076 Attn: DetroitGroupCaptive.CertRequest@marsh.com INSURER(S) AFFORDING COVERAGE NAIC# 19429 AMIC -92-18-19 INSURER A: Insurance Company State Of Pennsylvania INSURED Famoso, Inc. INSURER 8: dba Manpower Temporary Service INSURER C: 11211 Prosperity Farms Road, Suite C-210 INSURER D -Palm Beach Gardens, FL 33410 INSURER E : INSURER F: COVERAGES CERTIFICATE NUMBER: CHI-007501835-13 **REVISION NUMBER: 1** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP INSR LTR LIMITS TYPE OF INSURANCE POLICY NUMBER INSD WVD COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE s DAMAGE TO RENTED OCCUR CLAIMS MADE PREMISES (Ea occurrence) ŝ MED EXP (Any one person) \$ PERSONAL & ADVINJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ PRO-JECT POLICY PRODUCTS - COMP/OP AGG s ¢ OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY S S ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) s AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY AUTOS ONLY s UMBRELLA LIAB OCCUR **EACH OCCURRENCE** ŝ EXCESS HAR AGGREGATE CLAIMS-MADE s DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WC080756268 03/01/2018 03/01/2019 X PER STATUTE (Does not apply to Monopolistic 1,000,000 ANYPROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT N N/A OFFICERMEMBER EXCLUDED?
(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below States [ND, OH, WA, and WY], 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ Puerto Rico, or the Virgin Islands) 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION City of Stuart SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 121 SW Flagter Ave. ACCORDANCE WITH THE POLICY PROVISIONS. Stuart, FL 34994-2172 AUTHORIZED REPRESENTATIVE of Marsh USA Inc. KICK John C Hurley



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 02/21/2018

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

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

CONTACT NAME:	
PHONE [A/C. No. Ext]: (866) 283-7122 [A/C. No.	o.): (800) 363-0105
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Federal Insurance Company	20281
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	ALL MANAGEMENT AND
INSURER F:	
570070250044 REVISION NUMB	3ER:
	PHONE [A/C. No. Ext]: (866) 283-7122 FAX (A/C. No. E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:

				D NAMED ABOVE FOR THE POLICY PERIOD
				OCUMENT WITH RESPECT TO WHICH THIS
				D HEREIN IS SUBJECT TO ALL THE TERMS,
EX	CLUSIONS AND CONDITIONS OF SUCH	POLICIES. LIMITS SHOWN MAY HAV		IS. Limits shown are as requeste
NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY)	
A	X COMMERCIAL GENERAL LIABILITY	35207790	03/01/2018 03/01/2019	EACH OCCURRENCE \$1,000,00
ľ	CLAIMS-MADE X OCCUR			DAMAGE TO RENTED \$1,000,00 PREMISES (Ea occurrence)

LIK]	, =	11420 44	VU [\$ [HRH/\$252/1171] \$			
A	X COMMERCIAL GENERAL LIABILITY		35207790	03/01/2018	03/01/2019	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$5,000
lt						PERSONAL & ADV INJURY	\$1,000,000
ŀ	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	POLICY PRO-					PRODUCTS - COMP/OP AGG	\$1,000,000
А	OTHER: AUTOMOBILE LIABILITY		73508789	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
-	ANY AUTO					BODILY INJURY (Per person)	
	OWNED SCHEDULED					BODILY INJURY (Per accident)	
	X HIRED AUTOS X AUTOS ONLY ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
l	The state of the s						
Α	X UMBRELLALIAB X OCCUR		79850970	03/01/2018	03/01/2019	EACH OCCURRENCE	\$25,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$25,000,000
	DED RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH-	
	ANY PROPRIETOR / PARTNER / EXECUTIVE	N/A				E.L. EACH ACCIDENT	
	OFFICER/MEMBER EXCLUDED? [Mandatory In NH]					E.L. DISEASE-EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE-POLICY LIMIT	
A	Misc Liab Cvg		35207790 Crime SIR applies per pol			Employee Theft Client Coverage Third Party Dishone:	\$2,000,000 Included Included
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (ACOF	RD 101, Additional Remarks Schedt	ile, may be attached if more	space is require	d)	

DESC	ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)								

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
city of stuart Attn: 121 SW Flagler AVE. Stuart FL 34994 USA	Aon Rish Services Central, Inc.

*	
\cdot	

REFERENCE FORM

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

#1 REFERENCE

Company/Entity Name: CareerSource Research	h Coast				
Address: 584 NW University Blvd #300					
City: Port St. Lucie	State: FL	Zip Code: 34986			
Contact Name: Glenda Harden	Title: Vice President of Operations				
Phone No:772.335-3030x427 Fax:	Email: gharden@tcjobs.org				
Date of Service or Contract Period: '05-'17		Location: Martin, St. Lucie, Indian River Counties			
Summary of Services Performed: Staffing Governmental or Private					
Dollar Value of Contract \$ 1MM +	MINISTER OF THE PROPERTY OF TH				

#2 REFERENCES

Company/Entity Name: St. Lucie County	
Address: 2300 Virginia Ave	
City: Fort Pierce	State: FL Zip Code: 34982
Contact Name: Doug Baber	Title: Human Resources Manager
Phone No: 772.462.4056 Fax:	Email: baberd@stlucieco.org
Date of Service or Contract Period: '00-'17	Location: St. Lucie County
Summary of Services Performed: Staffing	Governmental or Private
Dollar Value of Contract \$ 1MM +	

#3 REFERENCES

Address: 4132 Okeechobee Road		
City: Fort Pierce	State: FL	Zip Code: 34947
Contact Name: Gertrude Walker	Title	: Supervisor of Elections
Phone No: 772.462.1500 Fax:		Email: gertrude@slcelections.com
Date of Service or Contract Period: '12-'17		Location: St. Lucie County
Summary of Services Performed: Staffing		Governmental or Private

Company Name:	Manpower	
---------------	----------	--





October 4, 2017

To Whom It May Concern,

This letter serves as my professional recommendation for Manpower. I have had the opportunity to work with Manpower for the past thirteen years. The first occasion was in 2004 during the recovery from Hurricanes Frances and Jeanne, in 2008 during the recovery from Tropical Storm Fay, in 2009/2010 after our Board received stimulus funding, 2016 for Hurricane Matthew, and currently with recovery efforts for Hurricane Irma. Manpower currently serves as the Workforce Development Board of the Treasure Coast, d/b/a CareerSource Research Coast, Employer of Record since June 2011.

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

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

Sincerely.

Glenda Harden

Senior Vice President of Operations/COO

Dougla Akrden

866-482-4473 ext. 427 gharden@careersourcerc.com

GH:jd

info@careersourcerc.com
Administrative Office
584 NE University Blvd., Suite 100, Port St. Lucie, FL 34986
Phone: 866-482-4473 Fax: 866-314-6580







DOUGLAS BABER

Human Resources Manager

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

CHRIS DZADOVSKY

CHAIRMAN DISTRICT 1

TOD MOWERY VICE-CHAIRMAN DISTRICT 2

LINDA BARTZ DISTRICT 3

FRANNIE HUTCHINSON
DISTRICT 4

ATHY TOWNSEND
DISTRICT 5

DAN MCINTYRE
COUNTY ATTORNEY

MAILING ADDRESS 2300 VIRGINIA AVENUE FORT PIERCE, FL 34982

> PHONE (772) 462-4056

> TDD (772) 462-1428

FAX (772) 462-2361

E-MAIL BABERD@STLUCIECO.ORG

WEBSITE /www.stlucieco.gov

To:

Rob Vorse, Vice President - Manpower

From:

Douglas G. Baber, Human Resources Manager

Subject:

Manpower - Reference

Date:

March 29, 2017

Manpower has continued to provide excellent service to St. Lucie County BOCC as related to the many challenging staffing needs that we continue to ask of them. They are courteous and professional service providers and are very responsive to our needs.

I would recommend their services to anyone that is looking for a high quality provider of temporary staffing services.



4132 Okeechobee Road · Fort Pierce, Florida 34947 · (772) 462-1500 · Fax (772) 462-1439

June 30, 2016

Angela Saillant

Manpower Employment Agency

To Whom It May Concern:

I am pleased to recommend the services of Manpower Employment Agency who has provided temporary staff for my office during our busy election season for the past 10 years. They provided us with quality temporary staff that demonstrated great customer service and data entry skills. We appreciate the customer focus, communication and attention to the needs of their clients and workers that Manpower provides.

Without hesitation I would recommend the services of Manpower Employment Agency.

Sincerely,

Gertrude Walker, CFS Supervisor of Elections

St. Lucie County

Ng.	
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*	
·	



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

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

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

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

Local Business Taxing Questions 772-288-5319

tare of FEE and a	PENALTY	TRANSFER	MISCELLANEOUS	
70.00	0.00	0.00		PAID
	0.00	0.00	0.00	70.00

Divolvena	MANPOWER TEMPORARY SERVICES
NAME	FAMOSO INC
AND	111211 PROSPEDITY EADMO DD
ADDRESS	L#C 210
	WEST PALM BEACH FL 33410

DATE 09/14/2018

CHERYL WHITE

CITY CLERK

KEEP THIS RECEIPT - NO TRANSFER WITHOUT ORIGINAL RECEIPT

THIS IS NOT AN INVOICE

THIS IS YOUR LOCAL BUSINESS TAX RECEIPT



Previous on List

Filing History

Next on List

Return to List

Fictitious Name Search

Submit

Fictitious Name Detail

Fictitious Name

MANPOWER

Filing Information

Registration Number G05230900249

Status

ACTIVE

Filed Date

08/18/2005

Expiration Date

12/31/2020

Current Owners

1

County

MULTIPLE

Total Pages

3 2

Events Filed FEI/EIN Number

65-0731604

Mailing Address

11211 PROSPERITY FARMS RD

SUITE C210

PALM BEACH GARDENS, FL 33410

Owner Information

FAMOSO INC

11211 PROSPERITY FARMS RD, SUITE C210

PALM BEACH GARDENS, FL 33410

FEI/EIN Number: 65-0731604

Document Number: P96000103251

Document Images

08/18/2005 -- Fictitious Name Filing

View image in PDF format

07/02/2015 -- Fictitious Name Renewal Filing

View image in PDF format

06/09/2010 -- Fictitious Name Renewal Filing

View image in PDF format

Previous on List

Next on List

Return to List

Fictitious Name Search

Filing History

Submit



Department of State / Division of Corporations / Search Records / Detail By Occument Number /

Detail by Eptity Name

Florida Profit Corporation

FAMOSO, INC.

Filing Information

Document Number

P96000103251

FEI/EIN Number

65-0731604

Date Filed

12/23/1996

State

FL

Status

ACTIVE

Principal Address

11211 PROSPERITY FARMS RD

C-210

PALM BEACH GARDENS, FL 33410

Changed: 01/22/2003

Mailing Address

11211 PROSPERITY FARMS RD

C-210

PALM BEACH GARDENS, FL 33410

Changed: 01/22/2003

Registered Agent Name & Address

CULLEN, MARK A

C/O THE CULLEN LAW FIRM, P.A. 500 S AUSTRALIAN AVE STE 543 WEST PALM BEACH, FL 33401

Name Changed: 03/28/2001

Address Changed: 01/12/2015

Officer/Director Detail Name & Address

Title P

VORSE, MICHAEL 990 MORSE BLVD RIVIERA BEACH, FL 33404 Title VP

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

Annual Reports

Report Year	Filed Date
2016	01/25/2016
2017	01/09/2017
2018	01/31/2018

Document Images

Document images	
01/31/2015 - ANNUAL REPORT	View image in PDF format
01/09/2017 ANNUAL REPORT	View image in PDF format
01/25/2016 ANNUAL REPORT	View image in PDF format
01/12/2015 ANNUAL REPORT	View image in PDF format
01/09/2014 ANNUAL REPORT	View image in PDF format
01/22/2013 - ANNUAL REPORT	View image in PDF format
09/28/2012 ANNUAL REPORT	View image in PDF format
01/09/2012 ANNUAL REPORT	View image in PDF format
01/13/2011 ANNUAL REPORT	View image in PDF format
01/05/2010 ANNUAL REPORT	View image in PDF format
93/24/2009 ANNUAL REPORT	View image in PDF format
01/09/2008 ANNUAL REPORT	View image in PDF format
02/25/2007 - ANNUAL REPORT	View image in PDF format
01/09/2006 ANNUAL REPORT	View image in PDF format
01/26/2005 ANNUAL REPORT	View image in PDF format
02/03/2004 ANNUAL REPORT	View image in PDF format
01/22/2003 ANNUAL REPORT	View image in PDF format
02/26/2002 ANNUAL REPORT	View image in PDF format
03/28/2001 ANNUAL REPORT	View image in PDF format
04/06/1999 ANNUAL REPORT	View image in PDF format
04/16/1998 ANNUAL REPORT	View image in PDF format
04/22/1997 ANNUAL REPORT	View image in PDF format
12/23/1996 Domestic Profit Articles	View image in PDF format
12/23/1996 DOCUMENTS PRIOR TO 1997	View image in PDF format

DRUG-FREE WORK PLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Stuart for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- 4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087. Florida Statutes.

This Certifica	ation is submitted by _	Rob Vorse	
	· · · · · · · · · · · · · · · · · · ·	(Individual's Name)	
Of	Manpower		
	(Nam	e of Company)	
	the requirements of S	Company/Vendor has implemented a drugection 287.087, Florida Statutes, which are	
11/27/2018			None Congression Const.
Date		Signature	

Conflict of Interest Disclosure Form

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the City of Stuart.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:
To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this proposal.
The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this proposal.
Manpower
Company Name
Signature
Rob Vorse - Vice President
Name and title (Print or Type)
11/27/2018
Date

Public Entity Crimes Form

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:	
Manpower	
Company Name	
III to the same of	
Sighature	
Rob Vorse - Vice President	
Name and title (Print or Type)	
11/27/2018	
Date	

Form W-9

(Rev. November 2017) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.				•										
	Famoso Inc.														
	2 Business name/disregarded entity name, if different from above														
•	Manpower														
age 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes.	ck only on	e of	the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):										
e. ns on p	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC									Exempt payes code (if any)					
Ϋ́Р Pi	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners	ship) 🏲		_ 1											
Print or type. Specific Instructions on page	eck is that	code fit any)													
Ğ	Other (see instructions) ▶				(Applie	s to ace	counts n	aıntai	ned ox	itside l	he U.S	3.)			
Š	5 Address (number, street, and apt. or suite no.) See instructions.	Requester	'ร กอ	me a	nd ad	dress	(opti	onal)							
See	11211 Prosperity Farms Rd. Suite C-210														
ഗ	6 City, state, and ZIP code														
	Palm Beach Gardens, FL 33410														
	7 List account number(s) here (optional)														
	The state of the s														
Par	Taxpayer Identification Number (TIN)														
	rour TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	dd 5	Socia	l sec	urity	numl	ner								
	o withholding. For individuals, this is generally your social security number (SSN). However, fo	,,c	7	- T	7		7		T	T	T	==			
	nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other														
	s, it is your employer identification number (EIN), If you do not have a number, see How to get					L	L	L		1	l				
TIN, la		0	- 								1				
	If the account is in more than one name, see the instructions for line 1. Also see What Name a	and L	≟mpı	oyer	yer identification number										
Numo	er To Give the Requester for guidelines on whose number to enter.	:	6	5	- 0	7	3	1	6	0	4				
Par	■ Certification	i				J	I								
	penalties of perjury, I certify that:														
	number shown on this form is my correct taxpayer identification number (or I am waiting for a	number	to b	e icc	ued f	o mi	a). an	Н							
	not subject to backup withholding because: (a) I am exempt from backup withholding, or (b)								nal F	Reve	nue	;			
Ser	vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest o onger subject to backup withholding; and														
3. Lan	a U.S. citizen or other U.S. person (defined below); and														
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is corre	ct.												
Certif	cation instructions. You must cross out item 2 above if you have been notified by the IRS that yo	u are curr	ently	sub	ect to	bac	kup i	with	nold	ng b	eca	use			
	ve failed to report all interest and dividends on your tax return. For real estate transactions, item 2														
acquis	ition or abandonment of secured property, cancellation of debt, contributions to an individual retire	ement am	ange Tiki	meni Soo	l (IKA,	, and	i gen	erali	y, pa Dart	ayme aa lo	ents.				
	han interest and dividends, you are not required to sign the certification, but you must provide you	ii correct	1 H.V.			50 GC	HULIS	roi I	- दहा	11, 10	101.				
Sign Here	Signature of U.S. person ▶	Date ►	,	1/24	/18										
Ge	neral Instructions • Form 1099-DIV (div	vidends, i	nclu	ding	those	e fro	m sto	icks	or r	nutu	al				

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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	*		



Manpower 1650 S. Kanner Hwy Stuart, FL 34994

T: +1 772.287.5359 F: +1 888.473.6912 www.manpowerSFL.com

Tab 7 - Optional Information

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

- The wide range of services we offer beyond contingent staffing make us a well-rounded company
 with many ways to establish partnerships. We have a number of ways to tackle business needs
 with quantifiable results. Our portfolio of services now includes assessments, training, and
 behavioral interviewing.
- We must point to us, Manpower's people. Without the staff's willingness to go the extra mile, all the best systems and tools in the world are ineffective. We have and will continue to invest in this relationship to make gains together. Where we might have slipped, we have learned. Where we have done well, we have learned as well to repeat these best practices and enhance them even more. A core premise for Manpower is that past behavior predicts future performance. You have evidence of performance, commitment, and results with us. You may have promises of future performance with other vendors, but our results demonstrate our ability to service the City of Stuart

Recent Honors:

- In 2018, ManpowerGroup was named one of the World's Most Ethical Companies by Ethisphere— the only company in the industry to be named to the list for nine consecutive years
- Also named one of the World's Most Admired Companies by Fortune magazine for the 16th consecutive year in 2018 Being one of Fortune's Most Admired Companies within the staffing industry is a huge differentiator because of the challenge it places in front of every Manpower employee. Reaching this goal, keeping it, and improving upon it from one year to the next is a personal challenge to every person who works for Manpower. Our resolve is to keep our status firmly set in place for years to come. It is just one measurable and public outcome of a philosophy of continuous improvement and a client-centric work ethic throughout the company.
- Ranked 146th in the U.S. Fortune 500
- Ranked 1,238th on the 2017 Forbes Global 2000 ranking of the largest public companies in the world
- ManpowerGroup is included in the Dow Jones Sustainability Index and the GTSE4Good Index Series, both for the 9th consecutive year
- A Strategic Partner of the World Economic Forum for the past 14 years
- Earned Gold Star CSR Rating, the highest score on EcoVadis's environmental, social and ethical supplier performance assessment, since 2012



Manpower 1650 S. Kanner Hwy Stuart, FL 34994

T: +1 772.287.5359 F: +1 888.473.6912 www.manpowerSFL.com

TAB 7 (Page 2)

Recruiting and Screening Procedures:

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

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

- Referrals satisfied Manpower associates have proven to be one of the most powerful, successful.
 means to find new job candidates. This has been our most successful method in recruiting associates
 to staff the needs of the City of Stuart. In addition, many of Manpower clients refer candidates who
 apply directly to them or who have been downsized due to company situations.
- **Technology-Enhanced** has automated and changed Manpower's recruiting process and the way Manpower finds candidates:
- Manpowerjobs.com enables Manpower to post assignments instantly on Manpower's Internet site and several other external job boards.
- **Database Searches** the use of an automated Associate database results in quickly identifying associates who fulfill the City of Stuart's skill requirements.
- LinkedIn Social Media tool accessing candidates and referral sources for like candidates
- Facebook Social Media tool in which Manpower has a Facebook page allowing candidates to view open positions and learn more about Manpower including the local offices.
- Twitter Social Media tool in which Manpower is followed for up to the minute information & open positions
- SnapChat Enables us to reach hundreds of candidates and associates
 TextUs Enables us to text to hundreds of candidates and associates using one outbound text

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

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City of Stuart

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

Alaina Knofla Procurement Specialist purchasing@ci.stuart.fl.us Telephone (772) 288-5308 Fax: (772) 600-0134 www.cityofstuart.as

Date:

November 19, 2018

To:

Prospective Proposers

Subject:

Addendum #1 to RFP# 2019-200, Temporary Personnel Services

ADDENDUM #1

The purpose of this addendum is to provide clarification to vendor questions. Also attached is.

1. Question:

Do you currently outsource these positions?

Answer:

The City has full time positions and we periodically need to fill these positions on a temporary

basis.

2. Question:

How much do you spend on outsourcing for these positions each year?

Answer:

Annual spending included in RFP document.

3. Question:

How many hours will the positions work each day?

Answer:

Typically 8 hours per day.

4. Question:

How many workers do you need for each position?

Answer:

These are temporary positions, the number of workers varies.

5. Question:

How many days will each position work in a year?

Answer:

These are temporary positions, the number of days varies.

6. Question:

What are your current pay rates for each position, and do you wish to maintain the existing pay rates?

Answer

Item#	Position Description	Hourly Pay Rate
1	Groundskeeper	\$ 8.75 & \$ 9.00
2	Laborer I	\$ 8.75 & \$ 8.05
3	Laborer II	\$ 9.75 & \$ 8.05
4	Custodian	\$ 9.50 & \$ 9.00
5	Sanitation Worker	\$ 9.00 & \$ 10.00

7. Question:

What are the "Conditions for Renewal" of the contract?

Answer:

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.

8. Question:

On the "Price Proposal Form", you are asking for Markup Only, can you advise Pay Rate for each

position?

Answer:

The City will select the most qualified employee presented with each position requested. The

hourly rate will be provided by the selected proposers.

9. Question:

With today's economy, Pay Rate will be a major factor in our ability to meet the Cities

requirements. Will any of the positions be Minimum Wage Pay Rate and if yes will there be a provision for us to ask for an Increase if there are increases in State or Federal Minimum Wage?

Answer:

The City will select the most qualified employee presented with each position requested. The

hourly rate will be provided by the selected proposers.

10. Question:

Is there a separate RFP that contemplated administrative positions or are those positions not

available for this bid?

Answer:

No, the City has not utilized administrative positions recently.

11. Question:

PART 5- FORMS, Page 16, list only non-administrative positions. Is there no opportunities to

staff administrative positions or will those be included in a separate RFP?

Answer:

See question 10.

12. Question:

On page 10 2.3 (d) it states the proposer must provide a supervisor to the City account, does this

supervisor have to be onsite during normal working hours or can it be a person in our Stuart

Office who meets the Cities requirements?

Answer:

The supervisor does not have to be on site, however must be available.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents and this Addendum must be acknowledged, signed and returned with your submittal <u>by 2:30 p.m. on November 27, 2018</u>. Failure to comply will result in disqualification of your proposal submitted.

Alaina Knofla, Procurement Specialist

Acknowledgement is nereby	/ made of Addendum #	1 to KFP# 2019-200:	Temporary Personne	1 Services.
3/1				

Mu	Manpower	
Signature	Firm	
11/27/2018	rob.vorse@manpower.com	
Date	Email Address	

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement Division
purchasing@ci.stuart.fl.us

PH: 772-288-5320 • FAX: 772-600-1202



RFP No. 2019-200

Temporary Personnel Services

Event	Date
Date RFP Issued	November 8, 2018
Due date for proposer questions	November 16, 2018
RFP Due Date	November 27, 2018, 2:30 p.m.

City of Stuart

RFP 2019-200

Temporary Personnel Services

Advertisement

Proposals for Temporary Personnel Services will be received by the City of Stuart at the Procurement Office, 121 S.W. Flagler Avenue, Stuart, Florida, 34994, until November 27, 2018 at 2:30 P.M.

An original, four (4) copies and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** must be submitted in sealed envelopes/packages addressed to Procurement Division, City of Stuart, and marked **RFP 2019-200 Temporary Personnel Services**. 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 by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us or from Onvia DemandStar at http://www.demandstar.com or by calling (800) 711-1712. 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 121 S.W. Flagler Avenue Stuart, Florida 34994

Mark outside of envelope: RFP 2019-200 Temporary Personnel Services

Dated: 11/5/18 Published: 11/8/18

PART 1 - GENERAL INFORMATION

1.1. OVERVIEW

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

1.2. 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.

1.3. DEVELOPMENT COSTS

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

1.4. INQUIRIES

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

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

1.5. DELAYS

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

1.6. QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following address:

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

To facilitate processing, please mark the outside of the envelope as follows: **RFP 2019-200 Temporary Personnel Services**. The envelope shall also include the proposer's return address. Respondents shall submit one (1) original, four (4) 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 P.M. ON TUESDAY, NOVEMBER 27, 2018

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.

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

1.7. 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 a RFP package from sources other than the City or DemandStar by Onvia. All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City. Failure to acknowledge all addenda may result in disqualification.

1.8. EQUAL OPPORTUNITY

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

1.9. INSURANCE

The successful professional shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful professional allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. The successful professional shall maintain required insurance coverage for the full term of this agreement or for such longer periods as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "B"

as to management and no less than Class "VIII" as to strength in accordance with the A.M. Best Company Insurance Guide, or its equivalent as determined by the City in its sole discretion.

<u>Loss Deductible Clause:</u> 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.

<u>Worker's Compensation Insurance:</u> The professional/service provider shall maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project that complies fully with the State of Florida Worker's Compensation Law, F.S. 440.

<u>General Liability:</u> The Proposer shall, during the life of this agreement take out and maintain broad form Commercial General Liability including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

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

<u>Certificates of Insurance:</u> 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 is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance and Business Automobile Liability Insurance.
- d) The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:

City of Stuart 121S.W. Flager 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.

1.10. 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 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.11. 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

1.12. 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.

1.13. 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".

1.14. 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.

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.

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.

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. <u>119.10</u>.

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:

- 1. The court determines that the Proposer 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 Proposer has not complied with the request, to the public agency and to the Proposer.

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.

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.

1.15. 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.

1.16. 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.

1.17. 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.

1.18. 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.

1.19. 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.

1.20. BACKGROUND INFORMATION

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

1.21. 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.

1.22. 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 Ctiy 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.

1.23. 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.

1.24. 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.

PART 2 - STATEMENT OF WORK

2-1. PURPOSE

The City of Stuart solicits qualified and experienced staffing firms to provide the most qualified and able bodied workers to fill the job positions as specified herein.

2-2. BACKGROUND INFORMATION

The City of Stuart's past expenditures per fiscal year are as follows:

FY 2016	FY 2017	FY 2018
\$179,251	\$123,542	\$128,122

2-3. 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.

2-4. POSITION JOB DESCRIPTIONS

See Attachment A.

2-5. 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.

2-6. CONTRACTOR'S OBLIGATIONS

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

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

2-7. 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.

2-8. TIMESHEETS, INVOICING AND PAYMENT

<u>Timesheets:</u> 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.

<u>Invoicing:</u> 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.

<u>Payment:</u> 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.

2-9. BUSINESS OPERATIONS

<u>City Hours of Operation:</u> The normal operations of the City are **7:00 AM and 5:30 PM; Monday through Friday**, the City will indicate the hours for any temporary personnel when requesting such services.

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

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

PART 3 - INSTRUCTIONS FOR PREPARING SUBMISSIONS

3-1. RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original, four (4) 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.

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.

<u>Letter of Transmittal:</u> 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.

<u>Tab 2 ~ Servicing Procedures</u>

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 ~ Compensation Schedule

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 subcontractors 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 ~ Submittals / Forms

- 1. Business Tax Receipt, if applicable
- 2. Registration from the Division of Corporations for the State of Florida
- 3. Firms using employee leasing companies proof of license from regulating authority.
- 4. Drug Free Workplace Form
- 5. Conflict of Interest Form
- 6. Public Entity Crimes Form

Tab 7 ~ 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 8 ~ Addenda (if applicable)

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

PART 4 - EVALUATION OF SUBMISSIONS

EVALUATION METHOD AND CRITERIA

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

Criteria	Weight
Experience, knowledge and qualifications	
Expertise of human resources	
Qualifications & experience of the firm relevant to the Scope of Work	30%
Availability of qualified personnel	30%
Ability to meet set standards	
Previous contracting experience with the City and other governmental agencies	
Quality of Services	
 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	
References	10%
Fee	
Percentage of Markup over hourly rate	30%
Any other Costs	

<u>Selection:</u> 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.

<u>Presentations:</u> The City may require oral and visual presentations. This shall be done at the City's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter.

<u>Purchasing Card Program:</u> Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Proposer(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 45 days. Proposers are requested to acknowledge acceptance of purchasing VISA card on the Proposal Price Form. If acknowledged, payment will be made to the awarded contract by the Visa Pcard at the negotiated contract price. City shall not pay any service charges or fees for Pcard transactions.

<u>Terms and Conditions:</u> 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 Commission action as to the selection or award recommendation. The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

PART 5 - FORMS

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to <u>fill the table out completely.</u> 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	%
	DO YOU	ACCEPT THE PURCHASING CARD (VISA)?	Yes No
Compa	ny Name		
		certifies that as a condition of submitting, firm of sixty (60) calendar days from the date prop	
the sta	tement of ion by the	Respondent hereby certifies that the terms at work have not been altered or modified it proposer will result in Proposer's response	n any manner. Any modification to this
corpora	ation, firm, I respects	Proposal is made without prior understand or person submitting a Proposal for the sam fair and made without collusion or fraud. I tify that I am authorized to sign this Proposal	ne materials, supplies, or equipment, and agree to abide by all conditions of this
(Signat	ure)	(Pr	inted Name)
Name o	of Compar	ny (Pr	inted Title)
Teleph	one Numb	er Em	ail Address

REFERENCE FORM

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

	Company/Entity Name:							
	Address							
	City	,	State		Zip C	ode		
	Contact Name:			Title:				
	Phone No:	Fax:		Email:				
	Date of Service or Conti	ract Period:		Location				
	Summary of Services	Performed				Governmental	or	Private
	Dollar Value of Contract	\$						
#2 REI	ERENCES							
	Company/Entity Name:							
	Address							
	City	,	State		Zip C	ode		
	Contact Name:			Title:				
	Phone No:	Fax:		Email:				
	Date of Service or Conti	ract Period:		Loc	ation			
	Summary of Services	Performed				Governmental	or	Private
	Dollar Value of Contract	:\$						
#3 REI	ERENCES							
	Company/Entity Name:							
	Address							
	City	j	State		Zip C	ode		
	Contact Name:			Title:				
	Phone No:	Fax:		Email:				
	Date of Service or Conti	ract Period:		Loc	ation			
	Summary of Services	Performed				Governmental	or	Private

Company Name _____

DRUG-FREE WORK PLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Stuart for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- 4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by	
,	(Individual's Name)
Of	
(Name	of Company)
, ,	ompany/Vendor has implemented a drug-free workplace program, ction 287.087, Florida Statutes, which are identified in numbers (1)
Date	Signature

Public Entity Crimes Form

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:
Company Name
Signature
Name and title (Print or Type)
Nate

Conflict of Interest Disclosure Form

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the City of Stuart.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:
To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this proposal.
The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this proposal.
Company Name
Signature
Name and title (Print or Type)
Date