

COPY



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

RESOLUTION NUMBER 01-2024

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

*** * * * ***

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

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of RFP #2023-207: Temporary Personnel Services to the four top ranked firms, Express Employment Professionals, Manpower, Blue Arbor, Inc. and TMDA LLC. with authorization to execute final agreements subsequent to review and approval by the City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

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

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

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 8th day of January, 2024.

ATTEST:

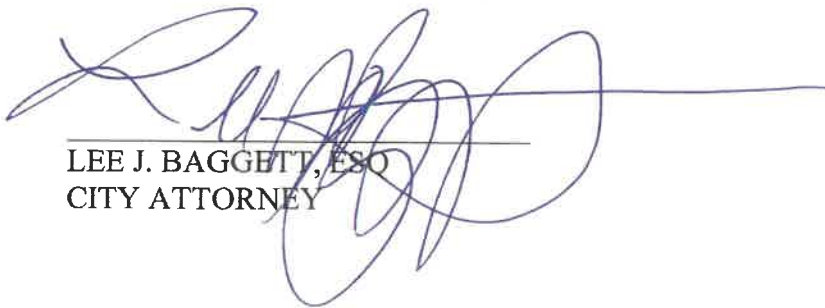


MARY R. KINDEL 1/18/24
CITY CLERK

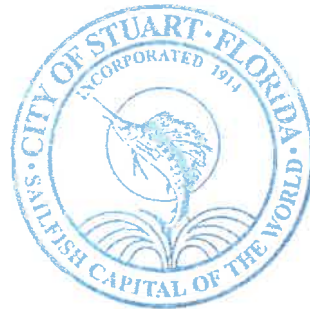


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



LEE J. BAGGETT, ESQ
CITY ATTORNEY





“CONTRACT”

CONTRACTOR: TMDA LLC
12020 SUNRISE VALLEY DRIVE, SUITE 100
RESTON, VA 20191

PROJECT: RFP# 2023-207: Temporary Personnel Services

THIS CONTRACT (hereinafter referred to as “Contract”), made and entered into on this 8th day of January, 2024 by and between TMDA, LLC., a Florida for profit corporation, 12020 Sunrise Valley Drive, Suite 100 Reston, VA 20191 (hereinafter referred to as "Contractor"), and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, (hereinafter referred to as "City").

RECITALS

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

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

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

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

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

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

I. PURPOSE OF CONTRACT

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

II. STATEMENT OF WORK

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

Section 1. Statement of Work

Contractor shall provide temporary employees who are qualified and able bodied personnel on an as-needed basis for various City departments to perform the services as outlined in the job descriptions, including but not limited to job descriptions as described in Exhibit A (Contractor's response to RFP 2023-207 as accepted by the City) and Exhibit B (City's original Request For Proposals) incorporated herein. The City at its discretion may modify, add, or delete job descriptions at any time during the term of this Contract.

III. CONTRACT PROVISIONS

Section 1. Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of one (1) year with the option of four (4) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

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

2.2 Invoices

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

2.3 Payment

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

electronic network for financial transactions with authorization.

Section 3. Contractor Responsibility

3.1 Independent Contractor

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

3.2 Standards/Regulations

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

3.2 Responsibility for Work

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

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

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

If at any time the assigned account manager is replaced during the term of this Contract, the Contractor must provide all updated information and details as requested and must be approved by the City.

Contractor shall be responsible for withholding, deductions, and payment of all tax obligations, including federal income tax, Social Security, Medicare, Worker's Compensation and unemployment compensation, in connection with assigning individuals to the City as temporary staffing under this Contract. The Contractor shall strictly comply with immigration and Naturalization Service reporting by

processing the form I-9's as required by federal law; supply State unemployment insurance and workers compensation insurance for all temporary employees provided to the City pursuant to this Contract; and maintain a pool of temporary personnel/employees to provide for the City's temporary employment staffing needs.

3.3 Non-Compete

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

Section 4. Contractor's Records

4.1 Claims

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

4.2 Documentation

Contractor shall electronically transmit all documentation to the Human Resources Department for City prior approval for all temporary personnel/employees at the Contractor's expense for Pre-employment drug screening, Authorization to work in the U.S., Statewide criminal check (minimal of 7 years), Nationwide criminal/Discover (check state criminal records and sexual predator databases for all states, and positions associated with children services requiring fingerprinting and criminal records search, and education verification.

Section 5. Termination

5.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

5.2 Termination for Cause

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

5.3 Default

In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, the City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services

or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

Section 6. Temporary to Permanent Fees

In the event that the City employs a temporary employee, temporary to permanent charge shall not be accessed if the temporary employee has worked for the City a minimum of 160 hours. In the event the City employs a temporary employee that has worked less than 160 hours, the fee will not exceed one value of one (1) week payment to the Contractor for the employee. A negative cotinine test must be acquired prior to permanent employment at the City's expense.

Section 7. Persons Bound by Contract

7.1 Parties to the Contract

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

7.2 Assignment of Interest in Contract

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

7.3 Other Entity Use

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

7.4 Rights and Benefits

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

Section 8. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's Affiliates and their officers, directors, employees, personnel, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify, defend and hold harmless the City, and its officers and employees, from any and all claims, actions, liabilities, damages, losses, and expenses/costs, including, but not limited to, reasonable attorneys' fees for personal, economic, bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligence, omission, wrongful or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract or from and against any claims and losses and shall pay such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, unpaid wage claims or in any way arising from or related to a failure to offer health coverage

to Personnel which failure results in the assessment of a penalty against Employer, and shall pay costs and attorney's fees expended by City in defense of such claims and losses including appeals.

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

Section 9. Insurance.

9.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 4.9 of the Request for Proposal which is attached hereto as Exhibit "B". Such certificate must contain a provision for notification of the City thirty (30) days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified.

9.2 Certificate of Insurance

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

Section 10. Professional Standards

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

Section 11. Non-Appropriation

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

Section 12. General Conditions

12.1 Venue in Martin County

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

12.2 Laws of Florida

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

12.3 Attorney's Fees and Costs

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

12.4 Mediation as Condition Precedent to Litigation

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

12.5 Contract Amendment

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

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

12.6 Contractual Authority

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

12.7 Sovereign Immunity

Nothing contained in this Contract shall be construed or interpreted as a waiver of the City's sovereign immunity protections existing under Section 768.28, Florida Statutes,.

Section 13. Public Records

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

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

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

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

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

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

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

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

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

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

IV. EXHIBITS INCLUDED IN AGREEMENT

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

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

Exhibit C – Price Proposal Form

Exhibit D – Certificate of Insurance

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF STUART, FLORIDA

ATTEST:

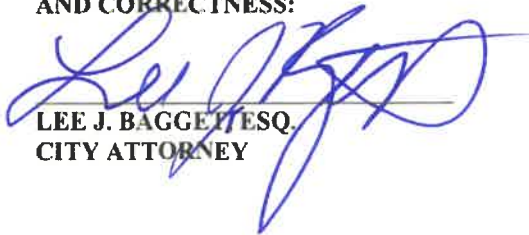


MARY R. KINDEL
CITY CLERK




MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:



LEE J. BAGGETT ESQ.
CITY ATTORNEY

CONTRACTOR



(Signature)

SEKINAY A. LAWAL, D.M.

Printed Name

CEO

Title



CITY OF STUART, FLORIDA.

TEMPORARY PERSONNEL SERVICES
RFP 2023-207

ABSTRACT

12020 Sunrise Valley Drive, Suite 100, Reston VA 20191

Phone: (757) 263-0440

Email: sekina@tmcompanies.us

Sekina Lawal

CEO & CHRO



Letter of Transmittal

September 27, 2023

Dear Ms. Alaina Knofla and Members of the Selection Committee,

Tranquil Multi Dynamic Advisory LLC (TMDA) is pleased to present our proposal in response to RFP 2023-207, Temporary Personnel Services. TMDA, located at 12020 Sunrise Valley Drive, Suite 110, Reston, VA, partners with client companies in their Talent Solutions and Human Resources advisory needs. We provide a consultative approach in partnering with you and members of your team.

TMDA, an SBA-certified woman-owned small business, is an experienced federal and DOD subcontractor and teaming partner, as well as being a prime contractor. We have successful past performance supporting companies, large and small, and do so with only one goal: that our mutual client has the personnel they need, with the education, experience, licensing or certification and talent to fill the position.

This is the perfect blend of experience and practical application that makes TMDA a wise choice for your temporary personnel services. We can provide the personnel you need, when you need them, on our payroll or eventually on yours, and take the recruiting and interviewing process out of your hands. Instead, you can focus on making sure our suggested candidate is the right fit for the long term.

TMDA is committed to performing the implementation of the work within the proposed schedule. Our proposal explains our staffing process, how we would fill the vacancies, and how we would do so in a timely manner. Our Chief Executive Officer and signatory of this letter Sekinat Lawal has the authority to bind our firm. She can be reached at (757) 263-0440 or by email at sekina@tmcompanies.us.

Thank you for your kind consideration of our proposal, and we are happy to answer any questions you may have.

Sincerely,



Sekinat Lawal, CEO & CHRO, TMDA



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Tab 1. Experience/Knowledge/Qualifications

Approach to Scope of Services

TMDA has been providing recruitment services for fourteen years. We excel at developing recruitment strategies and advertising plans, especially for C-Suite and D-Level positions, that attract top talent and bring experienced and innovative professionals to the workplaces of our clients.

We at TMDA care about our employer brand and differentiate ourselves from our competitors with our employee-focused culture. We place that same level of importance on our applicants and understand that each candidate interaction is a defining moment for our collective success.

The right training. The right hire. The right future.

That is not just a tagline – it is a mission statement. We are as committed to providing the right person(s) for The City of Stuart as we are in ensuring every selected individual feels as if they are committed and supported in finding the rewarding career and future he or she is seeking as well.



Figure 1. TMDA Staffing Process

To accomplish this, TMDA will advertise, source, vet and bring forth a qualified pool of candidates for The City of Stuart team to review. We understand that:

- TMDA will work directly with City Talent Acquisition and follow all polices regulations, procedures, and practices.
- All records received by us, related to candidate searches and any impending contract(s), will be maintained in accordance with The City of Stuart’s record retention schedules and policy. All records and reports either generated, prepared, assembled, or maintained in relation to the solicitation services will be available for review, inspection, and audit by The City of Stuart. Copies of such records and reports will be made available upon request.
- Position will also be posted via The City of Stuart Social Media outlets.
- TMDA is responsible for all other advertisements and costs associated with advertisements.

Our competitive advantage is our Candidate Consulting Services. We have over 1300 candidates who work with TMDA one on one for their career search, career progression. The candidates retain our services to get them to the next level matching their professional aspirations. This allows TMDA to provide a matching profile from a prescreened pool of candidates. Our database also contains several thousands of other candidates for review.

Candidate search strategies include using LinkedIn Recruiter, Indeed, ZipRecruiter as well as competitor knowledge to guide talent search. TMDA taps into applicable associations and organizations that these

talents belong to locally and nationally to advertise the positions for more visibility. Sourcing strategies focuses on Women in Technology and other Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process.

TMDA knows the critical nature of the work requested and its impact on the City's operations. Our proposed approach not only work relentlessly to fill identified vacancies and requests, but also to develop a deep bench of available and pre-vetted individuals in order to meet The City of Stuart's needs quickly. Our system also creates a partnering, collaborative dynamic between TMDA and The City of Stuart. We are not a "fill and go" agency; we do not consider ourselves successful unless both our client and our employee feel as if the placement is satisfying and mutually beneficial.

Comparable experience within the past five years, specializing in employment/staffing services include services provided to;

1. Albin Engineering Services
 - a. Staffing services from 2023 to Present
2. Alexandria City Public Schools
 - a. Staffing services from 2022 to Present
3. Arlington Public Schools
 - a. Staffing services from 2022 to Present
4. US Department of Defense Information Services Agency (DISA)
 - a. Staffing services from 2021 to Present
5. Wyoming Department of Public Health
 - a. Staffing services from 2023 to Present

About TMDA

Since 2009, Tranquil Multi Dynamic Advisory LLC (TMDA) partners with Fortune 1000 companies in their Talent Solutions and Human Resources advisory needs. We provide a consultative approach in partnering with you and members of your team. Our Talent Solutions group serves as an extension of yours; thereby providing compliant growth at a scalable and sustainable rate. We have been in business since 2009 with twelve internal employees, numerous placements on our payroll until direct hire by the client, and a field of 1099 contractors at the ready. We strive to exceed your expectations by breaking barriers and changing the game. As HR Advisors, our mission is to provide HR support to start ups, small, medium, and large businesses.

We take pride in our deliverables. Only the best consultants represent TMDA. Our HR Advisors create tailored and customized solutions suitable to your organizational needs. Our support includes:

- Recruitment process outsourcing (RPO)
- Direct hire and Temporary placements
- Performance Evaluations Solutions
- Diversity, Equality Inclusion and Accessibility Initiatives (DEIA)
- Employment Placement Services
- Other tailored services customized to your organizational goals

We exhibit agility and add value to supporting startups, small, medium, and large sized companies as well as nonprofits of all sizes. Our goal is to provide services to retain your ongoing business.

- Number of Public Sector Clients: 08
- Number of Large Employee Groups (more than 5000 employees): 15

TMDA currently has offices in the Washington DC Metro Area at 1765 Greensboro Station Place 900, McLean VA 22102, and our principal office is located in Northern Virginia at 12020 Sunrise Valley Drive Suite 100 Reston VA, 20191. Both offices can be reached by calling (757) 263-0440.

Working with TMDA means collaborating with a committed partner, focused on your success, because we realize that is also our success.



WHAT WE HOLD DEAR

Our Mission

Our mission is to connect quality talent with projects they are passionate about, while helping our clients achieve mission critical deliverables to support their organizational goals.

Our Vision

Our vision is to become the most trusted Human Resources Consulting Company by providing exceptional advisory services to both our clients and our candidates through maintaining the highest standards in the process.

Our Values

TMDA follows these core values, not just within our organization, but also with our clients and employees placed with them.

- ▣ Accountability
- ▣ Empowerment
- ▣ Inclusion
- ▣ Originality
- ▣ Ubiquity
- ▣ Honesty
- ▣ Transparency

The average fill rate for 2022 is an average of 28 days. There are higher and some lower ranges, dependent on geographical location, how niche the role is, and the available candidate pool we find via Talent Neuron. The lower ranges are due to our Candidate Consulting Services (CCS), which enables us to supply candidates who are already vetted, screened, and interested in our clients' openings. TMDA stands out because of this commitment, and our desire to give not just our clients, but our placements and employees our best effort each and every day.

- **Cost.** Our prices are competitive.
- **Financial Strength.** We've been supporting startups, small businesses, and large businesses since 2009. Our financial footing is stable and more than sufficient to support our efforts with The City of Stuart.
- **Customer Service.** TMDA puts our clients first – always. Whatever you need in order to get the best possible candidates, we are willing to listen and learn. We are constantly investigating and investing in new technology and placement tools to improve service and reach.
- **Recruiting Services.** Our core capacity is executive and professional recruitment services. We build everything else around that strength to complement and augment our capabilities.
- **Consulting Services.** Our staff is extremely experienced across the human resources spectrum, and we are always here to answer questions.
- **Community Engagement.** TMDA takes time to learn about the communities our clients serve, so that we can best serve them.
- **Creation of Candidate Profiles.** Our process is very detailed and inclusive.
- **Contacts for Advertising.** TMDA supports clients across the United States, which has allowed us to develop a deep library of advertising resources and contacts.
- **Comprehensive Background Checks.** TMDA checks every detail – education, license, certification, experience, and uses a service for the deeper dives into each suggested candidate's background.

Tab 2. Servicing Procedures

Proposed Plan

As a woman-owned firm, TMDA intends to perform all services with our own in-house team, without the use of a partner or subconsultants/subcontractors. To date, TMDA has not been fortunate enough to provide services for The City of Stuart and are excited about the prospect of being able to do so in the future.

Project Management

Throughout the recruitment process, Project Manager Sekinat Lawal will be in charge of ensuring that status reports are created, maintained, and delivered to The City of Stuart designer as requested. The team will meet weekly to review the task order requirements and status is updated accurately. Topics included in the report are:

- ▮ Assessment of actual vs planned progress in completing services
- ▮ Description of tasks
- ▮ Deliverables completed to date
- ▮ Statements regarding progress towards completion of services according to schedule
- ▮ Length and cause of any delays and actions taken to resolve, mitigate and get back on schedule
- ▮ Any proposed change to services as well as reasons for the recommendation(s)

Industry Analysis

TMDA will conduct an industry analysis to better understand the present state of affairs for the fields within your organization that need staffing. The analysis will provide statistics about the market, products and services and expectations of staff within the target markets.

We will execute the analysis by:

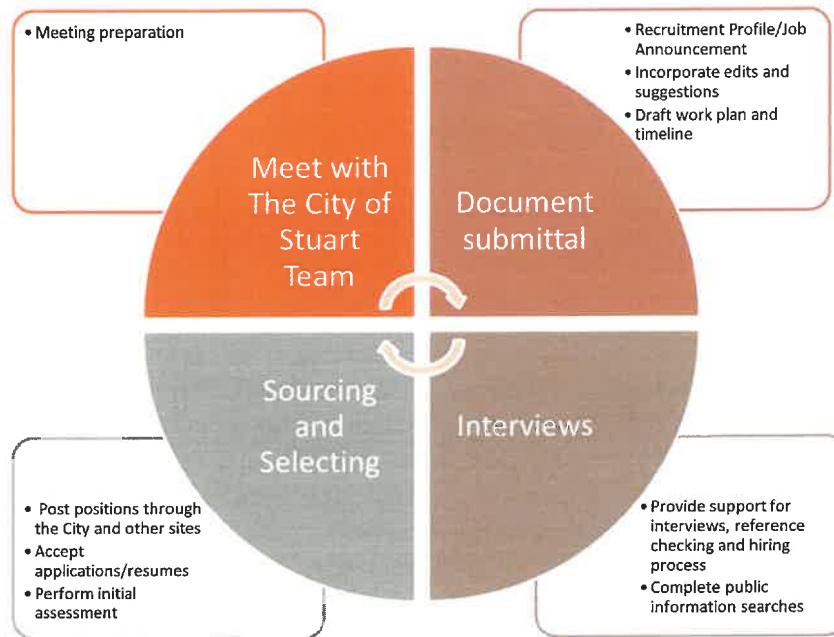
- ▮ Looking at it on a local, regional, and state level, including history, present status, and trends for the future.
- ▮ Investigation of growth patterns, fluctuations, and income projections.
- ▮ An in-depth forecast.
- ▮ A look at government regulations and other specifics to The City of Stuart.
- ▮ A competitive analysis to ensure the vacancies are attractive to the best talent.
- ▮ Identification of potential limitations, risks, and opportunities.

Targeted Search and Selection

TMDA has vast experience in developing recruitment profiles, strategy, process, and stakeholder engagement. TMDA will meet with The City of Stuart to gather information about the vacancy. We will look for such items as:

- ▮ Job description
- ▮ Past recruitment documents
- ▮ Minimum qualifications for the position
- ▮ Identify ideal candidate background, characteristics, and education





Upon receipt and analysis of this information, TMDA will develop the materials for the posting(s). From there, TMDA will discuss the core competencies of the position and parameters for recruitment. As we work in partnership, we will incorporate any suggestions from The City of Stuart into our plan of action, recruitment profile and strategy. From there, we will develop a timeline that meets the objectives and needs and implement upon approval.

Ad Placements/Sourcing

TMDA will develop and present an advertising plan that details our outreach strategy and timeline. These suggestions will be based on our experience, where we have had successful work in the past, and other media and social media sources that routinely prove bountiful. Options include:

- ▮ Online ad placements
- ▮ Social media
- ▮ Internet searches
- ▮ Contacts with key professional leaders
- ▮ Peer to peer referrals
- ▮ Search of our existing candidate database
- ▮ Networking and connections with professional associations

It may also include outreach to individuals that meet qualifications to see if he or she is interested in changing positions. We will also search for and suggest innovative ways to reach target fields.

Actions



- Develop detailed advertising plan for approval
- Implement search strategies
- Execute comprehensive recruitment strategy

Deliverables

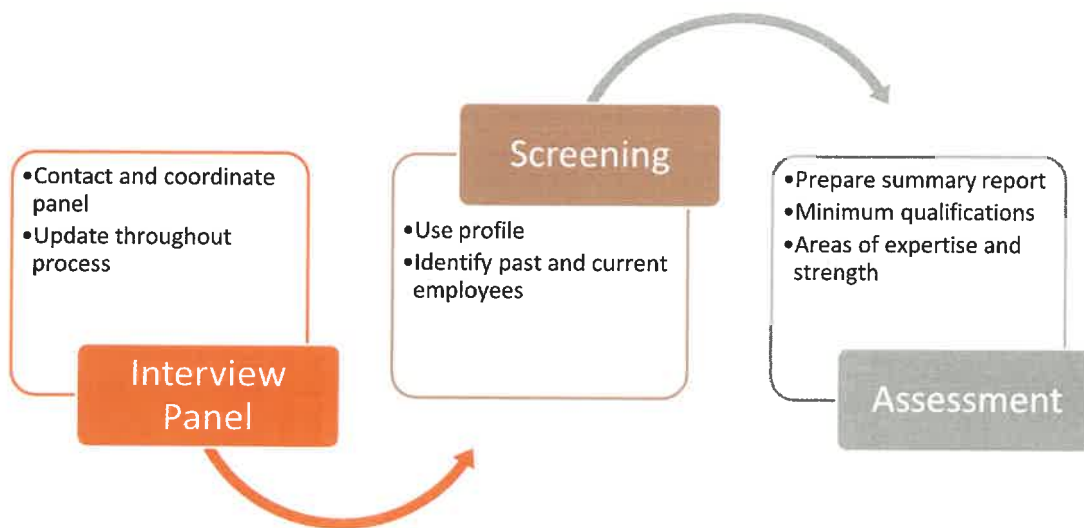


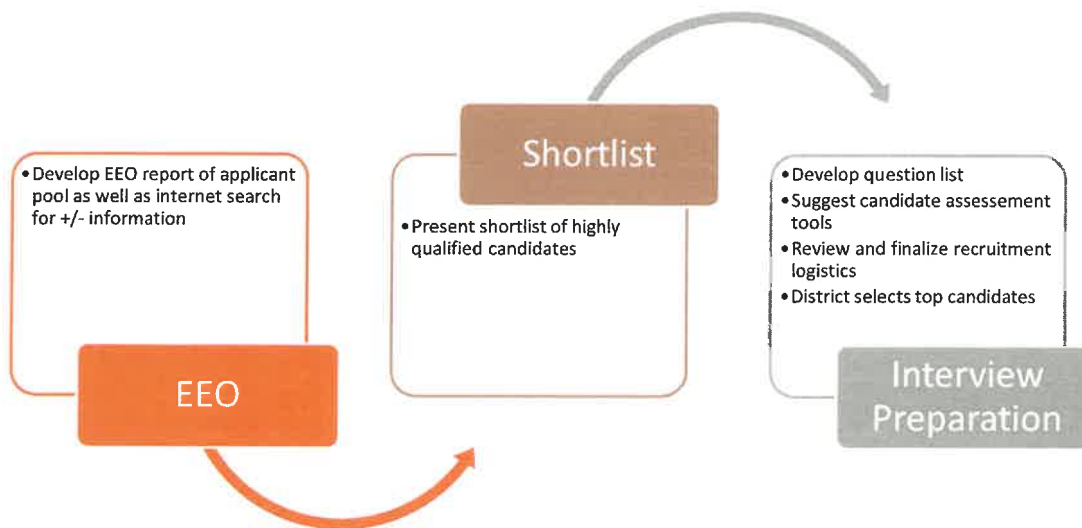
- Recruitment Advertisement Placements
- Completed listing of Recruitment Advertisement placements
- Advertising Plan

Preliminary Talent Screening

TMDA will screen candidates through appropriate and effective recruiting methods, providing an initial assessment of each individual in the candidate pool to develop a short list of candidates for further action.

This includes:





Organize, Participate, and Facilitate Interviews for Highly Specialized Positions

Once the shortlist has been approved, TMDA will coordinate the interviews and supervise the conduction of such with The City of Stuart personnel. This includes:

- ▮ Asking top candidates to participate in interview
- ▮ Develop selection tools
- ▮ Develop questions for approval
- ▮ Prepare Interview Rating Form
- ▮ Finalize panels and send out panel invitations
- ▮ Distribute Interview Rating form for approval
- ▮ Finalize Interview Rating Form and submit to The City of Stuart

For all positions, TMDA will schedule and conduct site or virtual interviews with The City of Stuart, panelists, and candidates.

Talent Assessment Platform (eSkill)

TMDA utilizes professional Talent Assessment Platform (eSkill) that tests hard and soft skills before candidates are sent to clients. This helps ensure the candidates have the right knowledge, thinking skills, and emotional intelligence for the vacancy, as well as personality assessments to determine how best to recognize and motivate them in their work.



Predict Performance

Detailed pre-employment and behavioral assessments help predict how candidates will perform once they are hired.



Assess For Cultural Fit

Identify candidates with the characteristics, intellectual abilities, and skills that ensure they will be a good fit for your company culture.



Integrated Hiring Process

Use with pre-employment assessments, skills tests and video interviews to create a complete hiring solution.



Prevent Hiring Mistakes

Use with a detailed job analysis to completely understand the position requirements so you can hire the best candidate.



Avoid Legal Challenges

Avoid Legal Challenges - Use the same criteria to evaluate all candidates to ensure compliance with all laws and industry regulations.



Cultural Fit Training

Gain a thorough understanding of your own behavior traits and those of colleagues and subordinates so you can build a top-performing team.

Once through the process and identified as a likely candidate for referral, they are invited to take the appropriate eSkill assessment for their position.

TMDA - Leadership Assessment



eSkill Talent Assessment Platform

This is an invitation from TMDA to take our assessment, "eSkill Standard Leadership Skills." Please visit the following link:

<https://es.eskill.com/esquiz?invalid=b24136127522bdd7>

The assessment will begin only after you've logged in and read the instructions

Before you begin the assessment please verify your settings by clicking on the "Check Your System Settings" button on the assessment Login page.

Alternatively you can go to <http://www.eskill.com> click Login, under 'Assessment Taker' enter the following ID b24136127522bdd7 and select 'GO'

This is an email sent by the eSkill application. To contact the sender send an email to operations@tmccompanies.us.

Thanks!
TMDA

Service Provided by eSkill



Applicant Additional Data

1. eSkill Standard Leadership Skills

Elapsed Time: 00:21:00
 Session End: Nov 9, 2022 4:22 PM
 Passing Score per Assessment: 90%



Very strong knowledge

Once the assessment is concluded, we receive results and use those results to help select the candidate to refer.

		By Question					
Nr.	Subject	All	Correct	Partially Correct	Incorrect	No Answer	Percentage Correct
1	Leadership Skills	40	36	3	2	0	91%
	Total	40	36	3	2	0	91%

Background and Reference Checks

TMDA conducts background and reference checks, completing verification of credentials and references, and will send the report to The City of Stuart via email. The background checks include verification of education and employment, criminal checks (county, state and federal), as well as a DMV report and credit check.

We base our operations on providing the best experience for everyone involved and are confident that The City of Stuart will not only be happy with our placements and their abilities, but also enjoy the process as well. Our reference checks include direct phone calls to references for a scheduled 30 minute detailed conversation. A transcript of the question and answers will be submitted to The City of Stuart for the selected candidate.

Every part of the recruitment and hiring process undergoes double reviews before action. The recruiter draws up the job description and other materials which are reviewed by the recruiting lead before submittal to the Project Manager for approval to post and proceed. This layered approach ensures we include all requirements and desires, follow our set procedures, and ensure quality candidates from application to offer.

Diversity and Inclusion

TMDA is dedicated to diversity and inclusion in our hiring efforts on behalf of clients and in our HR consulting division. We even have an in-house trainer and training class developed for our employees but also for companies upon request. When it comes to staffing practices for our clients, we take such steps as:

1. Review and evaluate current recruitment and interview processes and procedures.

2. Provide recommendations for modified recruitment processes and procedures to increase the use of DEI focused strategies.
3. Provide recommendations for modified interview processes and procedures to increase the use of DEI focused strategies.
4. Develop retention strategies that focus on promoting DEI in the workforce.

TMDA adheres to the Fair Labor Standards Acts in all compensation programs and payroll administration consulting recommendations. Adherence to these directives ensures the client is compliant and covered in all related aspects. Interpretation of pertinent laws, regulations, procedures, and policies is completed by the HR Specialist focused on Classification, Compensation and Benefits. The consultant ensures current position classifications are accurate for The City of Stuart. Position classifications in turn determine the compensation ranges for each position. Analyzing compensation data reduces business risks for the client.

TMDA recently led and implemented a Diversity, Equity, and Inclusion initiative at the U.S. DOL within the Office of Apprenticeship (OA) program. The initiative was initiated by order of the current administration, encouraging apprenticeship programs to become more inclusive. From emerging experience, the program was retitled DEIA to include Accessibility. TMDA worked on the strategy and planning, gained leadership approval, and then began communicating the initiative with different OA regions throughout the 50 states.

Regional Directors embraced the strategy as it pertains to their specific states and areas for improvement. TMDA HR Strategy SME led kick off meetings as well as strategic planning and implementation with the Directors. Directors were able to implement the recruiting guidelines as needed by following the outlines steps and completing recommended training.

TMDA HR Strategy SME implemented internal retention plans that includes the aforementioned in addition to internal groups for example – Women in Technology (WiT). Wellness classes were also proposed and adopted. Employees highly value a great work-life balance that includes selfcare and mental wellbeing. Our implemented programs address those needs.

	Recruitment Plan (Current Processes)	DEI Strategies (Recruitment)	DEI Strategies (Interviews)	DEI Strategies (Retention)
Purpose	To identify gaps in the current plan and process.	To recommend DEI recruitment strategies.	To recommend DEI interview processes.	To develop retention strategies that promote DEI.
Scope	The HR SME will focus on the recruitment plan review and identify gaps through benchmarking analysis using past performance procedures. Additional tasks will include reviewing pros and cons of the current plan with the immediate staff members, gathering their thoughts on what works	The HR SME will curate the best avenues to recruit diverse candidates - using past, current, and future possible openings to determine those recommendations.	The HR SME will 1) interview current hiring managers and leaders to understand their current DEI interviewing strategy and understanding of what constitutes DEI strategies 2) develop a training plan that specifically targets the missing	The HR SME will research appropriate retention strategies that have been proven to work in similar organizations. Some of these strategies include but are not limited to;

	and what does not work to ensure TMDA is targeting the main pain points in the current recruitment plan.		items but also reiterates the strong suites of the organization within the DEI interviewing realm.	developing a memorable onboarding process as part of the deliverables, a modernized recognition and awards system, upward mobility, and succession planning.
Benefits	To close the gap in the current process and improve the recruiting methodology overall in order to attract diverse talent.	Adding thought diversity from different perspectives, different experiences and different backgrounds often leads to highly innovative organizations.	Having trained and well-versed leaders and managers lead to a great candidate experience during the interview process and could be the differentiating factor that encourages the candidates to select to become a part of The City of Stuart.	The benefit of rolling out a DEI retention plan includes not only keeping the talent within The City of Stuart interested in what they do but also in how they do it. This strategy as part of the deliverable will allow the talent to add continuous value to their teams which they continue to feel valued as well.
Risks	One risk to note in this process is the potential to desire those changes not to be made. Implementing changes would help close the gap found during the initial analysis.	One risk to note in this process is the customer risks inconsistency in following specific guidelines to this approach. Following the guideline would lead to desired results.	One risk to note in this process is there might be some unconscious bias that cannot be completely wiped out but rather trimmed down to develop the open mindedness required to be successful in the DEI interviewing process	One risk to note in this process is ensuring consistency in implementing the recommended steps and plans. Following the plan will allow true results to transpire.

TMDA HR Recruiting Specialists have full life cycle recruiting experience within similar RFPs. TMDA is successful in filling open roles by incentivizing and developing talent retention strategies as part of a Total Rewards program to draw more attention to the deliverables.

Candidate search strategies include using LinkedIn Recruiter, Indeed, ZipRecruiter as well as competitor knowledge to guide talent search. TMDA taps into applicable associations and organizations that these talents belong to and advertise the positions for more visibility. Sourcing strategies focuses on Women in



Technology and other Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process.

The Specialist also conducts market research on compensation and benefits for each role, taking into consideration a total rewards approach to include Employee Assistance Programs and other rewards. TMDA also provides talent insights and competitor analysis, as well as connection with hiring managers to ensure deliverables were in line with the work duties being performed.

The Specialist applies employment laws appropriate to each state to ensure the best HR and candidate experiences and outcomes for concerned parties.

Communication Procedures and Services Coordination

TMDA will communicate consistently with the City’s representatives and coordinate all services accordingly. Emails and weekly calls can be identified. Our team will maintain clear lines of communication with City staff.

When a vacancy or service need is noted and provided to TMDA, we will launch into action to fill it. Estimated timelines for various tasks are in the table below.

Task	Start and End Dates
Kick-Off Meeting	Day 1
Prepare plan for search, recruitment and selection qualified candidates	Day 2 - 4
Direct networking campaign to attract top talent, executing the advertising plan, including regional, in-state, local, and national elements	Ongoing
Develop an appropriate search strategy	Day 5 - 6
Develop a comprehensive occupational profile for the position along with a job description for each search engagement	Day 7
Review and potentially recommend updates to job description (s) for each identified vacancy and develop job vacancy notices and place them in appropriate nationwide, statewide, regional, and local on-line sources and publications, as well as outreach	Day 7
Reach out and actively recruit potentially appropriate candidates the respondent is already otherwise aware of to obtain indications of interest	Day 8 and ongoing
Evaluate candidates to develop a pool of diverse potential finalists	Ongoing
Prepare a recruitment report of potential candidates from the submitted applications with recommendations of candidates for further review and/or consideration	Day 14
Vetting and interviewing candidates and/or finalists	Day 15 - 25
Receive notification from The City of Stuart of selected candidate	Day 26
Negotiating and drafting any potential job offer, salary offer, terms and conditions of employment, or employment agreement with the finalist	Day 27-28
Notify unsuccessful candidates	Day 29

Team Experience

The TMDA team is committed to ensuring that the following staff resources are available for the Project and will be ready to hit the ground running upon request.

Sekina Lawal will lead the TMDA efforts in the role of Project Manager and **act as the single point of contact for The City of Stuart**. Sekina has fourteen (14) years of professional experience leading Human Resources (HR) functions at federal, private, and start-up companies with emphasis on quality talent acquisition and retention (cleared and non-cleared) including targeted sourcing strategies; employee engagement; HRIS implementation with positive ROIs through maximizing metrics reporting and integration with other systems; HR audit and geographical compliance; leadership partnership; employee training, professional development and coaching; as well as benefits administration and succession planning. She is also an active member of the Society for Human Resources Management (SHRM) and the Project Management Institute (PMI), Sekina holds a Doctor of Management degree in Organizational Leadership (DM) and an Agile Fundamentals certification (ICP).

Sekina will be the single point of contact for The City of Stuart in all contractual and program management matters. She will also oversee the operations of the Recruiting team efforts on behalf of The City of Stuart.

Availability of Qualified Personnel

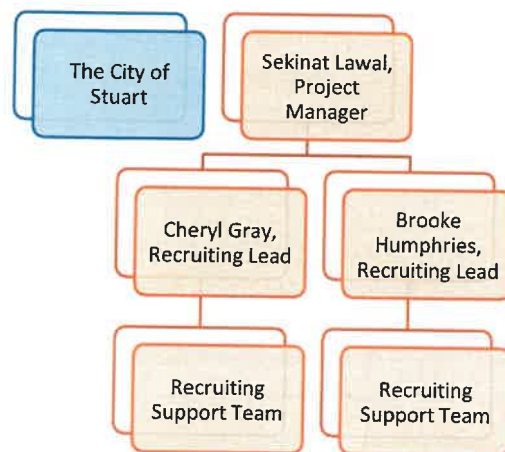


Figure 1. TMDA Organizational Chart to Support The City of Stuart

Sekina will provide written notice to The City of Stuart regarding any employee approaching ninety (90) days of employment. She is also the responsible party for reporting on any technology issues and communicating effectively with The City of Stuart departments. She will lead the program from inception to successful completion with a Deputy Project Manager in place during any absences.

Cheryl Gray is a focused and self-directed recruiter with five years of experience sourcing candidates for Government, Federal, IT and other contracts. She excels in strategic recruitment with a focus on time management. Cheryl has an associate degree in Computer Information Systems, prior experience with Workday application and prior experience recruiting for a military or defense contractors and supporting a

large professional and technical organization. Cheryl has two Talent Sources who support sourcing efforts and interview coordination as potential replacements.

Brooke Humphries is a versatile sales and communication professional with core competencies including but not limited to: Client Relations, Full Cycle Recruiting, Onboarding, Prioritizing, Organization, Multitasking, Excellent Customer Service, Problem Solving Initiative, Interpersonal Skills, and Technical Software Proficiency. As a Senior Recruiter with TMDA, she has a myriad of duties including sourcing for candidates using LinkedIn, Indeed, and ZipRecruiter; acting as a point of contact for candidate phone screens and quality submissions that make it to our client; formatting and editing submissions to match and meet clients' recommendations and collaborating with the team for any questions and follow up needed for candidates. She updates recruiting and project trackers daily to remain current and attend recruiting meetings and trainings. Cheryl has two Talent Coordinators who support sourcing efforts and interview coordination as potential replacements.

Verification Documents Payroll Processes

TMDA utilizes Equifax online I9 services to confirm and verify new contractor work eligibility documents. Our internal HR Generalists conduct a Day 1 onboarding as well to double up on the effort and ensure all documents are in place for verification.

Weekly timesheets are due every Friday from contractors. Timesheets are sent to hiring managers every Monday for verification and approval. A sample timesheet is shown below, illustrating a hypothetical first week for a new contractor. The timesheet breaks down hours worked, projects supported, and provides a visual for the hiring manager's approval.



Approvals

Sekina, 17 Sep - 23 Sep 2023

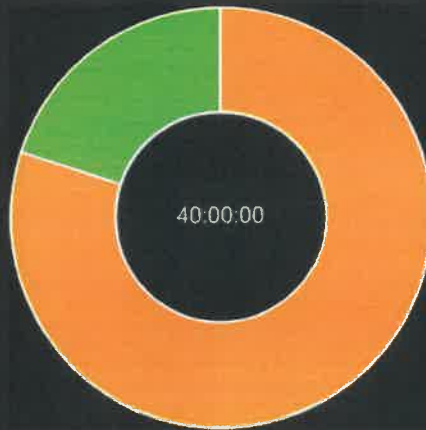
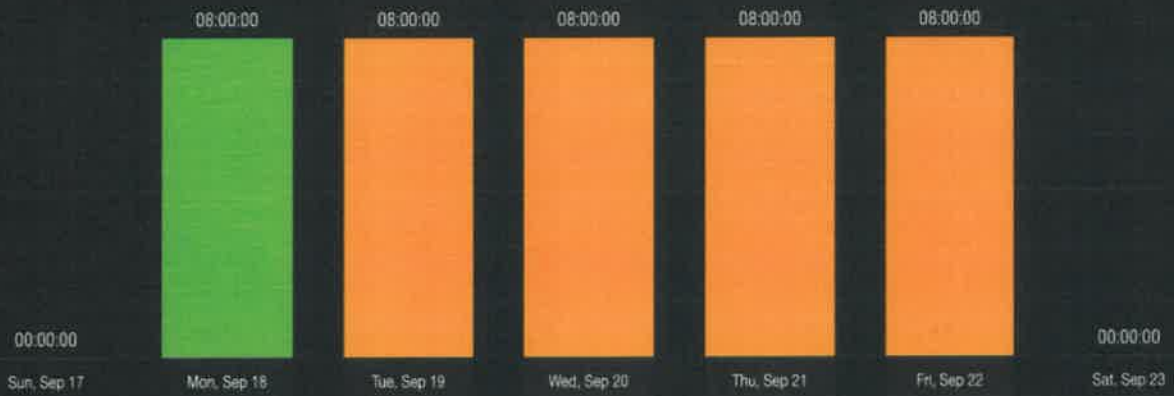
Submitted by Sekina (Today)

Submitted

40:00:00

Time off

00:00:00



Contractor: City of Stuart - City of Stuart, FL

32:00:00

80%

New Hire Onboarding

08:00:00

20%

Fri, Sep 22

Total: 08:00:00

DESCRIPTION	PROJECT	TIME	DURATION		
No description	• Contractor: City	9:00AM - 5:00PM	08:00:00		

Thu, Sep 21

Total: 08:00:00

Description	Contractor	Start	End	Rate	Hours	Amount
No description	• Contractor: City	9:29 AM	1:03 PM	\$25.00	3:34	\$89.50
Wed, Sep 20 Total: 08:00:00						
Description	Contractor	Start	End	Rate	Hours	Amount
No description	• Contractor: City	9:29 AM	1:03 PM	\$25.00	3:34	\$89.50
Today Total: 08:00:00						
Description	Contractor	Start	End	Rate	Hours	Amount
No description	• Contractor: City	9:29 AM	1:03 PM	\$25.00	3:34	\$89.50
Yesterday Total: 08:00:00						
Description	Contractor	Start	End	Rate	Hours	Amount
No description	• New Hire Onboa	9:29 AM	1:03 PM	\$25.00	3:34	\$89.50

Payroll is processed via Gusto on a biweekly basis. Contractors are paid via direct deposit biweekly. Account changes can be made directly within each contractor's Gusto account, or by contacting HR via operations@tmcompanies.us.

Firm Experience in Providing Similar Services

TMDA has been providing recruitment services since our inception; indeed, it is the first service we ever offered. The tools and techniques of effective recruitment have developed, changed, and evolved over the last 13 years of operations and we have stayed in the forefront of those technologies and processes.

The following table details similar customers who we have supported in the past few years, and details are provided on the References form as well.

Client Name	Similar Services
Bayer Pharmaceuticals	Professional Staffing Services for Medical Sciences and Biotechnology Researchers
Charles Schwab	Professional Staffing Services on any open positions throughout the US
Exact Sciences	Professional Staffing Services for Medical Sciences and Oncology Research Professionals
Food and Drug Administration (FDA)	Professional Staffing Services on any open positions throughout the US
GES	Professional Staffing Services for DISA, FHFA and DoD Contracting
Lockheed Martin	Professional Staffing Services on any open positions throughout the US
Microsoft	Professional Staffing Services on any open positions throughout the US and OCONUS
Raytheon	Professional Staffing Services on any open positions throughout the US
Taurean	Teaming Partner on any Professional Staffing Services and Contracts
US Army	Professional Staffing Services on any open positions throughout the US and OCONUS
US Department of Education (DOE)	Professional Staffing Services on any open positions throughout the US
US Department of Homeland Security (DHS)	Professional Staffing Services on any open positions throughout the US
US Defense Information Systems Agency (DISA)	Professional Staffing Services on any open positions throughout the US
US Department of Labor (DOL)	Diversity Equity and Inclusion Framework by the Order of the White House.
US Department of Transportation (DOT)	Change Management Contract Project Management.
RTL Networks	Professional Staffing Services on any open positions throughout the US
	Professional Staffing Services on any open positions throughout the US and OCONUS



SWK Programs	Professional Staffing Services on any open positions within SWK Programs
Alexandria City Public Schools (ACPS)	Professional Staffing Services on any open positions within ACPS
Greater Dayton Regional Transit Authority (RTA)	Professional Staffing Services on awarded positions within RTA
Workforce Solutions Alamo Texas (WSA)	Executive Staffing Services on awarded positions within WSA
Maryland Environmental Services (MES)	Professional Staffing Services on awarded positions within MES
Missouri Department of Conservation (MDC)	Professional Staffing Services on awarded positions within MDC
Albin Engineering Services Incorporated (AESI)	Professional Staffing Services on any open positions within AESI
Colorado Professional Resources (CPR)	Professional Staffing Services on any open positions within AESI
Town of Scituate (TOS)	Human Resources Consulting Services

Tab 3. Attachment A - Price Proposal Form

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

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

Company Name Tranquil Multi Dynamic Advisory (TMDA)

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

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

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



Tab 4. Insurance

TMDA holds a current General Liability, Professional Liability, and Workers Compensation insurances. TMDA also agrees 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 TMDA to the City along with their qualification data.

The City of Stuart will be named as an additional insured for all General Liability prior to entering into a contract. TMDA will not use sub-contractors or employee leasing firms.

Tab 5. References

TMDA has been providing recruitment services since our inception; indeed, it is the first service we ever offered. The tools and techniques of effective recruitment have developed, changed, and evolved over the last 14 years of operations and we have stayed in the forefront of those technologies and processes.

Contract 1: Town of Scituate

Budget: \$12,345.00

Length of Contract: Program Completion

Type of Customer: Municipality

Description of Work

TMDA provides HR services for the Town of Scituate in Scituate, RI. Awarded positions requiring varying degrees of experience and qualifications.

Support Services include;

1. Reviewing and updating the 2020 Rhode Island Interlocal Risk Management Trust Employment Action Loss Prevention Program Best Practices Assessment, herein referred to as "the Assessment",
2. Reviewing and updating the current Town of Scituate Employee Handbook herein referred to as "the Handbook" to make recommendations for updates to the Handbook,
3. The Town also wants a review and recommendations to update job descriptions,
4. Assessment of the current employee evaluation processes for recommendations on that as well.

POC I: Karen Beattie

Title: Finance Director / Assessor

Phone: (401) 647-2547

Email: kbeattie@scituateri.org



Contract 2: ONI Corporation

Budget: Open

Length of Contract: 5 Years

Type of Customer: Government Consulting

Description of Work

TMDA provides Human Resources Supplemental Staff Augmentation Services for ONI Corporation, headquartered in Colorado Springs, CO. ONI focuses on government services under GSA schedules.

Since 2019, TMDA has staffed over 57 client roles through ONI. Scope of work revolved around these specific duties under different Technical Product Development, Engineering, IT, Human Resources, and other roles within the U.S. with some requiring deployment overseas on government contracts.

Human Resources Management and Staffing/Recruiting activities revolve around providing talent insights and competitor analysis, as well as connecting with hiring managers to ensure deliverables were in line with the work duties being performed.

Because ONI has positions nationwide and internationally requiring deployment on government contracts, TMDA applies employment laws appropriate to each state and country, to ensure the best HR and candidate experiences and outcomes for all concerned parties.

Candidate search strategies included using LinkedIn Recruiter, Indeed, ZipRecruiter, ClearanceJobs, CareerBuilder, as well as competitor knowledge to guide talent search. TMDA tapped into applicable associations and organizations that these talent belong to and advertised the positions for more visibility. Sourcing strategies focused on Women in Technology and other Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process. TMDA taps into the Candidate Consulting Services which has thousands of professionals opted in for TMDA to represent them in their career search and professional aspirations. This allows TMDA to deliver quality talent on time and under budget.

POC I: Danny Luu

Title: President

Cell: (719) 310-6789

Email: dluu@oni-corp.org



Contract 3: U.S. Department of Labor (DOL)

Budget: \$77,000.00

**Length of Contract: 1 Year with
renewal option years**

Type of Customer: U.S. Government

Description of Work

TMDA provides Human Resources Strategy Services for the U.S. Department of Labor (DOL), headquartered in Washington, DC. The DOL Office of Apprenticeship (OA) focuses on apprenticeship modernization, workforce reentry, workforce innovation and the growth of registered apprenticeship programs (RAPs) in commercial industries across the U.S.

In 2021, TMDA led the advertising and marketing of the 2021 National Apprenticeship Week (NAW) which resulted in record breaking number of industry liaison participants. Scope of work revolved around the following –

- Led and supported the implementation of initiatives related to the marketing and promotion of registered apprenticeship programs including but not limited to:
 - Stakeholder Engagements 2021
 - National Apprenticeship Week 2021
 - Developed an Industry Liaison Strategic Plan
 - Developed a Diversity, Equity, Inclusion and Accessibility Strategy (DEIA) following a White House Order
- Led and supported virtual event planning related to marketing and promotion initiatives, including but not limited to work group meetings, roundtables and listening sessions
- Participated in regular meetings and work groups related to assigned industry, as well as other cross-divisional priorities including strategic communications, Salesforce, industry intermediary monthly calls and others as appropriate
- Worked with the Performance Team, DAC Team, Investments Team, and Salesforce Architect to develop a plan for tracking industry activities across the organization (grantees, contractors, and other partners)
- Contributed to the development of Standard Operating Procedures (SOPs) for divisions as appropriate
- Assisted with updating outreach materials for specific industries, such as fact sheets and other web page content

Data presentation to the U.S. DOL was crucial to ensure high level visibility into OA efforts to improve RAPs. TMDA presented solid data on how diverse the program is, how those requiring additional accessibility can be better supported and how other industries who are yet to develop RAPs could benefit from the programs. Other deliverables included coordinating and connecting industry intermediates and partners to the U.S. DOL in order to take advantage of the programs.

POC I: Ruth Peebles

Title: President

Cell: (919) 280-7069

Email: rpeebles@theinsgroup.com



Contract 4: Defense Information Systems Agency (DISA)

Budget: \$1,540,000.00

Length of Contract: 1 Year with optional years

Type of Customer: U.S. Government

Description of Work

TMDA provides Human Resources Supplemental Staff Augmentation Services to DISA through GES at Fort Meade, with awarded positions requiring varying degrees of clearances such as Public Trust, Secret, Top Secret, and the highest being a Top-Secret SCI with an active CI polygraph. DISA supports the operation and defense of the DOD Information Network by providing virus protection to DODIN assets.

In 2021, TMDA was awarded fourteen (14) Information Technology (IT) positions. Scope of work revolved around these specific duties under the job titles below.

Retained Job Titles Included:

Mid Network Engineer, Design & Deployment

Mid VoIP Engineer

Mid VMWare Horizon Engineer

SCCM Engineer, Software Packaging

Senior Apple Engineer

Senior Business Process Reengineering Specialist

Senior Cable Technician

Senior IT Migration Project Manager

Senior Network Engineer, Design & Deployment

Senior Security Engineer

Senior Systems Administrator

Tier III Desktop Hardware Engineer

Wireless Infrastructure Engineer

Human Resources Management and Policy Support activities included a dedicated Recruiting Specialist team of 4 assigned to the client. This allowed talent pipeline development for all cleared roles above, as positions required different clearance levels ranging from a Public Trust to an active Top Secret with SCI and a CI Polygraph.

Because DISA requires employees to work on site, these were particularly challenging to deliver amidst the pandemic. However, TMDA was successful in filling the roles by incentivizing and developing talent retention strategies as part of a Total Rewards program to draw more attention to the deliverables.

Candidate search strategies included using LinkedIn Recruiter, Indeed, ZipRecruiter as well as competitor knowledge to guide talent search. TMDA tapped into applicable associations and organizations that these talent belong to and advertised the positions for more visibility. Sourcing strategies focused on Women in Technology and other Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process.

POC I: Randy Billingsley

Title: Retired Army Veteran

Cell: (301) 928-3106

Email: randy.x.billingsley@gmail.com

POC II: Alvin Showers

Title: Program Manager

Cell: (618) 974 – 8401

Office: (314) 797-5116

Email: ashowers@nowges.com



Contract 5: Alexandria City Public Schools (ACPS)

Budget: Open

**Length of Contract: 3 years with
2 option years**

Type of Customer: City

Description of Work

TMDA provides Non-Medical Temporary & Permanent Staffing Services for Alexandria City Public Schools (ACPS) in Alexandria, VA. Awarded positions requiring varying degrees of experience and qualifications Alexandria City Public Schools (ACPS). ACPS provides is a school division that is funded by the U.S. government. Search strategies for ACPS is focused on our Candidate Strategic Services. This allows us to conduct an extensive reference and background check, character assessments, and license verification. We also included using LinkedIn Recruiter, Indeed, ZipRecruiter, and CareerBuilder, as well as competitor knowledge to guide talent search. Our focus for the school district has been to target specific associations and organizations that academic staff belong to. Most of the time, operating licenses (e.g. for Elementary School Teachers) must be active to maintain certain memberships. Targeting this population helps reduce our time to fill.

POC I: Angela J. Queen

Title: Senior Buyer

Phone: (703) 619-8084

Email: angela.queen@acps.k12.va.us

POC II: Dyanna McMullen

Title: Director of Procurement & General Services

Phone: (703) 619-8084

Email: dyanna.mcmullen@acps.k12.va.us

Contract 6: National Archives and Records Administration (NARA)

Budget: Open

Length of Contract: 5 years

Type of Customer: Agency

Description of Work

TMDA provided Compensation and Classification Study (Grades/Steps) and Benefit Administration, Strategic Organizational Development, Human Resources Planning, as well as Staffing Services for the National Archives and Records Administration (NARA) in Valmeyer, IL. NARA The National Archives and Records Administration preserves U.S. government records, manages the Presidential Libraries system, and publishes laws, regulations, Presidential, and other public documents.

The highest work percentage of work awarded fell in the former category of Compensation and Classification Study (Grades/Steps) and Benefit Administration with Strategic Organizational Development plans. The beginning stages involved using historic data as a base to understand the position grades and steps. Position descriptions were thoroughly assessed to ensure the minimum requirements and qualifications, matched the planned compensation packages. Revamping the job classifications at the tail end of the economic recession in 2009 through 2012 was quite a rewarding task, as adjustments in costs of living allowances proved to be such a critical employee retention factor.

POC I: Kimberly Gentile

Title: NPRC Director

Phone: (618) 935-3000

Email: kimberly.gentile@nara.gov

POC II: Denise Sampson

Title: Section Lead

Phone: (618) 935-3000

Email: denise.sampson@nara.gov



Contract 7: Metropolitan St. Louis Sewer District (MSD)

Budget: Open

Length of Contract: 1 year

Type of Customer: Quasi-Governmental Agency

Description of Work

TMDA provided Human Resources Planning, Employee Relations and Engagement, Compensation and Classification Study (Grades/Steps), Strategic Organizational Development, as well as Staffing Services for Metropolitan St. Louis Sewer District (MSD) St Louis, MO. MSD provides stormwater and wastewater management in both St. Louis County and City.

The employee population supported included both professional and manual labor employees. Support covered hiring diverse staff members, maintaining training and certifications programs for professional development, employee relations, investigations and follow-up on complaints, onsite visits to ensure a conducive work environment, documentation and ensuring presence in exit interviews to lead the conversions on transitioning plans. TMDA also supported internal mobility and succession plans to ensure MSD could promote internally during voluntary resignations and retirements.

POC I: Tracey Coleman

Title: Director of Human Resources

Phone: (314) 768-6260

Email: [Phone: tcoleman@stl-msd.com](mailto:tcoleman@stl-msd.com)



Contract 8: Albin Engineering Services, Inc.

Budget:

Length of Contract:

Type of Customer: Government Consulting

Description of Work

TMDA provides Human Resources Supplemental Staff Augmentation Services to AESI with awarded positions requiring varying degrees of clearances such as Public Trust, Secret, Top Secret, and the highest being a Top-Secret SCI with an active CI polygraph. Scope of work revolved around these specific duties under the job titles below.

Retained Job Titles Included:

- **Application Developer**
- **Systems Engineer Sr**
- **Systems Engineer Stf**
- **Systems Architect Sr Stf**
- **Systems Engineer**
- **Systems Engineer IT Stf**
- **Senior Software Engineer (Staff)**
- **Senior Software Engineer**
- **Linux System Engineer**
- **Full Stack Engineer**
- **Software Engineer (mid-level)**
- **Senior Systems Engineer**
- **Agile Systems Engineer / Test & Verification**
- **Senior Systems Engineer-IT, TS/SCI**
- **Software Forensic Engineer - Cyber Development**
- **Infrastructure Tester and Integrator**
- **Software Engineer Sr**
- **Staff Software Engineer - Clearance Required**
- **Application Developer**
- **Front End - Application Developer**
- **DevSecOps Engineer**
- **Systems Administrator Sr**
- **Systems Administrator**
- **Embedded Software Engineer - Mid-career**
- **Software Engineer Staff - Space Protection Programs**
- **Project Engineer Sr Stf**
- **Software Engineer (SVS Operations Engineer)**
- **Cyber Security Engineer**
- **Systems Engineer Staff, MBSE**
- **Systems Engineer Senior, MBSE**

Human Resources Management and Policy Support activities included a dedicated Recruiting Specialist team of 4 assigned to the client. This allowed talent pipeline development for all cleared roles above, as positions required different clearance levels ranging from a Public Trust to an active Top Secret with SCI and a CI Polygraph.

Candidate search strategies included using LinkedIn Recruiter, Indeed, ZipRecruiter as well as competitor knowledge to guide talent search. TMDA tapped into applicable associations and organizations that these talents belong to and advertised the positions for more visibility. Sourcing strategies focused on Women in Technology and other Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process.

POC I: Matt Costanza

Title: Technical Account Manager

Cell: (408) 919-5227

Email: matt.costanza@aes.com

Tab 6. Optional Information

TMDA's temporary personnel services success in the last 15 years has been derived from exceptional customer care, focus on our consultant's well-being within the work environment which in turn creates meaning and successful results for our clients. We steer away for the one size fits all approach and instead customize and tailor the services to the client's needs. Most of our clients are repeating customers because they have built a level of confidence and trust in our ability to deliver. Our team hopes that the City of Stuart will give TMDA the same chance. Thank you for your consideration.



Tab 7. Addenda (if applicable)

Pursuant to this solicitation, TMDA has acknowledged 4 addenda at the time of submission, and submitted as part of the proposal package.

Please confirm you have read
Addendum #1
Confirmed

Addendum #1

Sep 6, 2023 2:06 PM

1. When is the anticipated start date?

The current contract expires February 28, 2024.

2. Does this venture require bonding?

No.

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

No

4. What is the anticipated cost of this venture?

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

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

Temporary services are on an as needed basis.

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

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

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

No

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

Proposer must be licensed and insured.

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

No certifications must be included with proposal.

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

The anticipated award date is sometime in January.



Confirm Receipt

Please confirm you have read
Addendum #2
Confirmed

Addendum #2

Sep 8, 2023 11:10 AM

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

A. Licenses: Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected. B. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida. C. Business Tax Receipt: Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

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

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

Confirm Receipt

Please confirm you have read
Addendum #3
Confirmed

Addendum #3

Sep 13, 2023 12:25 PM

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

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

Confirm Receipt

Please confirm you have read
Addendum #4
Confirmed

Addendum #4

Sep 13, 2023 3:30 PM

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

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





REQUEST FOR PROPOSAL
2023-207
TEMPORARY PERSONNEL SERVICES

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RELEASE DATE: August 30, 2023

DEADLINE FOR QUESTIONS: September 15, 2023

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

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Stuart
REQUEST FOR PROPOSAL
Temporary Personnel Services

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

Attachments:

A - Price proposal form

B - FEMA_TERMS_AND_CONDITIONS_-1

1. ADVERTISEMENT

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

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

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

Mail/Overnight/Hand Deliver Submittal Responses to:

Stuart City Hall

Procurement Office

301 SE Ocean Blvd, Suite 204

Stuart, Florida 34994

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

Published: Wednesday, August 30, 2023

2. INTRODUCTION

2.1. Summary

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

2.2. Contact Information

Alaina Knofla

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

Department:

Procurement & Contracting Services Division

2.3. Timeline

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

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

3.1. RULES FOR SUBMISSIONS

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

IMPORTANT NOTE:

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

3.2. PROPOSAL FORMAT

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

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

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

Tab 1 ~ Experience/Knowledge/Qualifications

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

The firm must assign a Supervisor and shall identify assigned personnel (to the City account) with a minimum of five (5) years' experience in similar work and provide details of the qualifications and technical experience, including job skills, license, and years with firm, to perform the work Any change in Firm's assigned staff must have prior approval by the City. Proposers may submit such additional

information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area. The successful proposer will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed.

Tab 2 ~ Servicing Procedures

Describe, in detail, the proposed plan for providing the services identified in this RFP. Describe the communication procedures and coordination of services to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with City staff. Provide details of availability of qualified personnel to perform services, replacement procedures, verification documents, and the handling of payroll processes.

Tab 3 ~ Attachment A- Price Proposal Form

Insert all requested pricing in the attached Price Proposal Form.

Tab 4 ~ Insurance

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

Tab 5 ~ References

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

Tab 6 ~ Optional Information

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

Tab 7 ~ Addenda (if applicable)

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

4. GENERAL INFORMATION

4.1. OVERVIEW

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

4.2. PROPOSERS' COSTS

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

4.3. INQUIRIES

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

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

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

4.4. DELAYS

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

4.5. QUALIFICATION SUBMISSION AND WITHDRAWAL

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

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

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

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

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

of the envelope as follows: RFP 2023-207: Temporary Personnel Services. The envelope shall also include the proposer's return address. Respondents shall submit one (1) original, six (6) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

**THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 pm ON Wednesday, September 27, 2023**

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. A proposal received by the City Procurement Office after the established deadline will be returned unopened to the proposer.

Electronic Submittal Withdrawal:

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

Paper Submittal Withdrawal:

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

4.6. ADDENDA

If revisions become necessary, the City will provide written addenda. It is the responsibility of the proposer to obtain any addenda issued. The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive an RFP package from sources other than the City or OpenGov. All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City. Failure to acknowledge all addenda may result in disqualification.

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

4.7. EQUAL OPPORTUNITY

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

4.8. DEVELOPMENT COSTS

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

4.9. INSURANCE

Proof of the following insurance will be furnished by the successful bidder by certificate of insurance, which name the City of Stuart its offices, board members, employees, and agents as additional insured on general liability & automobile liability insurance policies. The policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The City by and through risk management department and in cooperation with the contracting department, reserves the rights to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not obligation, to review and request an audited financial statement.

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

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

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

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

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

Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Management department.

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

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

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

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

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

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

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

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

- A. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- B. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. The City of Stuart and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance, and Contractor's Builders Risk "All Risk" insurance policies.
- D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
City of Stuart
121 S.W. Flagler Avenue
Stuart, FL 34994
- E. No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.
- F. The "Acord" certification of insurance form should be used.

4.10. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of thirty-six (36) months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

4.11. SUSPENDED VENDOR

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

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

4.12. ASSIGNMENT & SUBCONTRACTING

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

4.13. PUBLIC RECORDS

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

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

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

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

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

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

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

4.15. TAXES & LICENSES

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

- A. Licenses: Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.
- B. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
- C. Business Tax Receipt: Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable. The successful company will be required to register with the City of Stuart business tax division.

4.16. BACKGROUND INFORMATION

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

4.17. REFERENCES/RECORD CHECK

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

4.18. DRUG-FREE WORKPLACE

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

4.19. COMPETENCY OF RESPONDENTS

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

4.20. PERFORMANCE EVALUATION

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

4.21. REJECTION OF PROPOSALS

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

4.22. CONFLICT OF INTEREST

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

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

4.23. CONE OF SILENCE

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

4.24. CONTRACT AWARD

All responsive proposals submitted in response to this solicitation will be evaluated and considered. The recommendation for award by the Selection Committee will be presented to the City Commission at a regularly scheduled open meeting. The City expects to award to multiple vendors. Proposers do not have to bid all categories in order to be considered. They may submit for positions they staff.

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

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

4.25. CONTRACT TERM

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

Contract Period: This contract shall be awarded for an initial term of one (1) year subsequent to approval by the proper City authorities. The contract may be renewed for four (4) additional one year periods provided both the successful proposer and the City agree and all terms and conditions remain the same as specified below. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful proposer. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.

Option to Extend: The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the Proposer and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for four (4) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and submitted for approval by the City of Stuart at least 90 days prior to renewal date. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

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

4.26. CONTRACT AMENDMENT

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

4.27. STANDARDS/REGULATIONS

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

4.28. DELAYS

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

4.29. TAXES & LICENSES

Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

- A. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
- B. Business Tax Receipt Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

4.30. EQUAL OPPORTUNITY

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

4.31. DEFAULT

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

4.32. BACKGROUND INFORMATION

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

4.33. MINIMUM QUALIFICATIONS AND EXPERIENCE

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

- A. Proposers firm must have a minimum of three years comparable experience, specializing in employment/staffing services.
- B. Proposer must provide trained personnel with adequate experience and skills to perform the work and provide information related to non-technical, technical, and skilled positions. All temporary personnel must be age 18 years or older.

- C. Proposer must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years and provide details of the following: scope of work, location, date of service, names, addresses and phone numbers of owners.
- D. Proposer must provide an assigned Supervisor (to the City account) with a minimum of three (3) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed, including coordination of services.
- E. Firms using employee leasing companies must be in compliance with Chapter 468, Part XI, Florida Statutes and Rule 61G7, Florida Administrative Code; and must provide proof of license from regulating authority.

4.34. CONTRACTOR OBLIGATIONS

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

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

Proposer shall;

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

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

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

4.35. SERVICING PROCEDURES

All work must be established in advance and with prior approval. The City will contact the awarded Proposer to determine the type of work to be performed. All schedules and the necessary arrangements to implement the scope of work must be made with the review and approval of the supervisor needing the temporary personnel.

Proposer shall respond within four (4) hours after the initial request to review the requirement and develop a time for placement. Prior to order placement, Proposer shall electronically transmit all verification documents as specified in Item 2.6 to the Human Resources Department for prior approval. The Proposer shall endeavor to assign all requested services during standard work week hours and without the necessity of overtime labor. City department will convey the work schedule at time of order placement. Should it be determined that work cannot be completed during the course of standard work week hours, the Proposer shall provide such information to City Project Manager or designee with a request to authorize such overtime labor. Authorization must be received prior to commencement of such work.

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

4.36. TIMESHEETS, INVOICING AND PAYMENT

Timesheets: The proposer shall provide their employees with time sheets to record work hours. Time sheets will be submitted weekly to the employee's designated supervisor at the City for signature and approval. The City shall approve Proposer's employee time sheets, the City Supervisor must write their name as well as sign the timesheet. A copy of the approved time sheets shall be attached and submitted with Proposer's related invoice. The City will not be responsible for researching, correcting, or completing inaccurate invoices to otherwise render them acceptable.

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

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

4.37. TEMPORARY TO PERMANENT FEES

In the event that the City employs a temporary employee, temporary to permanent charge shall not be assessed if the temporary employee has worked for the City a minimum of 160 hours. In the event the City employs a temporary employee that has worked less than 160 hours, the fee will not exceed one (1) weeks payment to the successful proposer for the employee. A negative cotinine test must be acquired prior to permanent employment at the City's expense.

4.38. EVALUATION METHOD AND CRITERIA

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

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

The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The City's evaluation criteria will include, but not be limited to the following:

Evaluation Phases

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

Terms and Conditions: Any actual or prospective Proposer who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of award recommendation. The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

5. ARPA TERMS AND CONDITIONS

5.1. ARPA Definitions

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

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

5.2. Compliance with Applicable Law and Regulations

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

Compliance with Applicable Law and Regulations

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

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

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

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

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

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

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 3. See Public Law 115-232, section 889 for additional information.
 4. See also § 200.471.
- O. Domestic preferences for procurements
1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 2. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- P. 200.321 Contracting with small and minority business, women's business enterprises, and labor surplus area firms.
- 1. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - 2. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - e. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (2)(a) through (e) of this section.

6. SCOPE OF WORK

6.1. Temporary Personnel Services

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

7. EVALUATION PHASES

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

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

8. VENDOR QUESTIONNAIRE

8.1. [Certification*](#)

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

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

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

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

Please confirm

*Response required

8.2. [Safety Standards Certification*](#)

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

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

*Response required

8.3. [References Form*](#)

Please download the below documents, complete, and upload.

- [Refernces Form.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

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

*Response required

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

Please download the below documents, complete, and upload.

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

*Response required

8.6. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

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

*Response required

8.7. Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entity Crimes .pdf](#)

*Response required

8.8. Suspended Vendor List*

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

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

Please identify your legal company name here:

*Response required

8.9. Scrutinized List of Prohibited Companies List*

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

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

Please identify your legal company name here:

*Response required

8.10. Upload Proposal*

Upload your proposal

*Response required

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

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

Company Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Civil Rights

(Applicable to All FEMA Contracts)

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

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

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

H. No Obligation by the Federal Government

(Applicable to all FEMA contracts)

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

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

I. Access to Records

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

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

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

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

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

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

J. Procurement of Recovered Materials

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

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

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

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

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

K. DHS Seal, Logo and Flags

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

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

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

(Applicable to all FEMA contracts)

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

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

2. Resource Conservation and Recovery Act

3. National Historic Preservation Act

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

M. Immigration and Naturalization Act.

(Applicable to all FEMA contracts)

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

N. Fraud and False or Fraudulent or Related Acts

(Applicable to all FEMA contracts)

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

O. Indemnity of Funding Entities.

(Applicable to all FEMA contracts)

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

P. Performance and Payment Bonds.

(Applicable to all FEMA contracts)

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

Q. Equal Employment Opportunity

(Applicable to All FEMA Construction Contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. Materials and Supplies.

(Applicable to all FEMA contracts)

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

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

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

Clean Air Act

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

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

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

Federal Water Pollution Control Act

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

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

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

U. Certification Regarding Use of Contract Funds for Lobbying

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

Part 200, Appendix II)(1)

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

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

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

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

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

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

V. Contract Work Hours and Safety Standards Act

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

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

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

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

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

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

W. Davis Bacon Act and Copeland Anti-Kickback Act

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

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

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

Compliance with Davis Bacon Act

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

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

Compliance with Copeland Anti-Kickback Act

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

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

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

X. Rights to Inventions Made Under a Contract or Agreement

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

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

Y. Subcontracts.

(Applicable to all FEMA contracts)

FEMA CONTRACT TERMS

Tab 3. Attachment A - Price Proposal Form

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

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

Company Name Tranquil Multi Dynamic Advisory (TMDA)

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.



