

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Resolution 2017-25**
 Award of Bid # 17-01 – Randstad

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Resolution 2017-25**

SYNOPSIS: The City solicited bids from vendors for Stormwater labor: six individuals with Commercial Driver’s License B desirable, but not required, to engage in work pertaining to the Stormwater Swales Project. One bid was received and opened on February 3, 2017.

The attached Resolution recommends awarding Bid # 17-01 to the sole bidder, Randstad, at a cost of \$18.20 per hour for laborers without a Commercial Driver’s License and \$21.75 per hour for laborers with a Commercial Driver’s License increasing to \$26.325 per hour and \$30.375 per hour, respectively, for any hours worked in excess of forty for the weekly pay period.

FISCAL IMPACT: Funds are budgeted and available in the Stormwater Improvement Account #470-3800-538.6300 (Project #201700016).

2016/2017 CITY COMMISSION GOALS: Beach Safety Alachua Street
 (As approved by Resolution 2016-51) Soccer Field Lighting Stormwater
 Downtown Density Opportunity
 ADA Improvements Departmental
 Consideration

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend the City Commission approve proposed Resolution 2017-25 . *DLM*

| | | |
|---------------------|---|----------------|
| DEPARTMENT DIRECTOR | Submitted by: John Mandrick, PE Utilities Director | Date: 02/03/17 |
| CONTROLLER | Approved as to Budget Compliance <i>PKC</i> | Date: 2/10/17 |
| CITY ATTORNEY | Approved as to Form and Legality <i>TEB</i> | Date: 2/13/17 |
| CITY MANAGER | Approved Agenda Item for 02/21/17 <i>DLM</i> | Date: 02/03/17 |

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

RESOLUTION 2017- 25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID #17-01 TO RANDSTAD FOR STORMWATER LABOR; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's bid process was utilized to secure competitive bids for Stormwater Labor; and

WHEREAS, after review and consideration of the one bid received, staff recommends awarding Bid #17-01 to sole bidder, Randstad, at a cost of \$18.20 per hour for laborers without a Commercial Driver's License and \$21.75 per hour for laborers with a Commercial Driver's License, and increasing to \$26.325 per hour and \$30.375 per hour, respectively, for any hours worked in excess of forty for the weekly pay period; and

WHEREAS, funds are budgeted and available in the Stormwater Improvements account #470-3800-538.6300 (Project #201700016).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the award of Bid #17-01 to Randstad.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute any documents pertaining to the bid awardment, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 21th day of February, 2017.

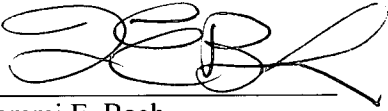
CITY OF FERNANDINA BEACH

Robin C. Lentz
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Caroline Best
City Clerk



Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH BID OPENING

ITB #17-01 Storm Water Labor

2/3/2017 at 1:00 PM

OPENED BY: John Mandrick, Juan Brown and Cricket Poston

| DATE/ TIME | COMPANY | LOCATION | EXBT A-H | BID |
|--------------------|---|-----------------------|-------------|--|
| 2/3/17 11:06 AM | Randstad 13141 City Station Drive Ste 151 | Jacksonville FL 32218 | YES | \$18.20/ hr for Laborer without CDL B |
| | | | | \$26.325/hr for Laborer w/o CDL B >40 hrs per wk |
| | | | | \$21.75/ hr for Laborer with CDL B or A |
| | | | | \$30.375/hr for Laborer with CDL B or A >40 hrs per wk |
| | | | | |
| | | | | |
| | | | | |

LEGAL ADVERTISEMENT



REQUEST FOR PROPOSALS

The City of Fernandina Beach will receive sealed competitive responses for requirements for the following until no later than 1:00 pm, February 3, 2017.

ITB 17-01 STORM WATER LABOR

RFP Documents and Specifications are available to download from the City of Fernandina Beach website, www.fbfl.us/bids and the Onvia Demandstar website at www.demandstar.com.

Questions regarding the RFP requirements or process can be directed in writing to Patti Clifford, Comptroller, at pclifford@fbfl.org.

CITY OF FERNANDINA BEACH
204 ASH STREET
FERNANDINA BEACH, FL 32034

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-01
UTILITIES**

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **six Labor only positions for 28 weeks at 40 hours per week.**

The City will receive sealed bids at the location stated below not later than 1:00 pm, February 3rd, 2017.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year 2016-2017 budget.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB # 17-01** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB# 17 - 01**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified **Contact Sheet/Bid Form** (**1 original, 3 copies**), hereto attached as "**Exhibit A**". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Conflict of Interest**", herein provided as "**Exhibit E**", a "**Non-Collusion Affidavit**", herein provided as, "**Exhibit F**", "**Dispute Disclosure Form**", herein provided as "**Exhibit G**" and "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit H**".

SPECIFICATIONS

BID SPECIFICATIONS FOR LABOR ONLY

The City of Fernandina Beach is engaged in a swale project which consists of raking, shoveling, seeding, and laying sod. The project will end September 30th, 2017. The City is looking to have a crew of six individuals that will work under our supervision and operate our vehicles if needed. Commercial Driver’s License Class B is desirable but not required. The City retains the right to request at any time the 24 hour replacement of an individual for any reason. Acceptable eyesight, hearing (with/without correction), smelling, moderate lifting and carrying (up to 80 lbs.), reaching, pulling, pushing, walking, sitting, standing, kneeling, bending, balancing, stooping, climbing, crawling, driving, operating equipment. Hours of operation are from 7:00 am to 3:00 pm 5 days a week with the option of working additional days and hours in excess of 40 hours a week. The Contractor will be responsible to provide all worker compensation coverage for their employees and basic safety PPE.

This Invitation to Bid is for six Labor only positions for the City of Fernandina Beach, Florida.

Bidder agrees to provide six positions for 40 hours per week plus with a show up site of 1007 S. 5th Street, Fernandina Beach, FL.

Bidders must guarantee delivery to the City six people that will **be in full compliance with EPA, DOT, OSHA and any additional prevailing regulation(s) concerning general laborer.**

AWARD

Award recommendation shall be awarded to the most responsive and responsible bidder offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

BID PACKAGE

Bid Documents and Specifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the bid package can be directed in writing to John Mandrick, PE; Utilities Director, at jmandrick@fbfl.org.

CONTACT

Specification questions during the bid period shall **be submitted in writing** to the appropriate Department contact below with a copy to Patti Clifford, pclifford@fbfl.org:

| <u>Department</u> | <u>Contact</u> | <u>Email</u> | <u>Phone</u> |
|-------------------|----------------|--|----------------|
| Utilities | John Mandrick | jmandrick@fbfl.org | (904) 310-3421 |

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us, Bids and Purchasing web page. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is 5 days before bid opening. If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort and expects firms that do business with the City to have an affirmative action program.

GENERAL CONDITIONS OF INVITATION TO BID
GENERAL

1. PREPARATION OF BID

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
- c. All information required by the Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
- h. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
- j. Deliveries are to be made during regular business hours.
- k. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.

2. SUBMISSION OF BIDS

- a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
- b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.

3. REJECTION OF BIDS

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

4. WITHDRAWAL OF BIDS

- a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE BIDS

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit "B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as Exhibit "D" must be received at the time of the bid.

7. COLLUSION

- a. The Bidder, by affixing his signature to the Bid Form, agrees to the following:
"Bidder certifies that his INVITATION TO BID is made without previous understanding, agreement, or connection with any person, firm or corporation making a Bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

8. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

9. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

~~10. BONDS~~

- If Bid is less than \$100,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than \$100,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is \$100,000 - \$200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

~~BID BOND~~

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

~~PERFORMANCE AND PAYMENT BONDS~~

- a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

11. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with the Florida Statutes.

12. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

13. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

14. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of CONTRACTOR/VENDOR, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of CONTRACTOR/VENDOR against the CITY and CONTRACTOR/VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. ~~Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:~~
- ~~1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.~~
 2. Completed Operations/Products Liability.
 - ~~3. Broad Form Property Damage~~

- ~~4. Personal and Advertising Injury Liability~~
 - ~~5. Independent Contractors~~
 - ~~6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company), their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.~~
 - ~~7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.~~
 - ~~8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).~~
 - ~~9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.~~
- C. ~~Commercial Automobile Liability Insurance covering the use of all Owned, Non Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.~~
- D. ~~Umbrella / Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.~~
- E. ~~Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner], [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnitees named in the contract. "All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.~~
- F. ~~The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner], [Name and address of General Contractor] and [Name and address of your company] by certified mail return receipt requested."~~
- G. ~~The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.~~
- H. ~~The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.~~

- I. ~~Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.~~
- J. ~~The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility or liability under this Contract.~~
- K. ~~Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities named in the Contract.~~
- L. ~~Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.~~

15. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program.

CONTRACTOR/ VENDOR must state on Exhibit "A" Bid Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.

16. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-244.

17. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. <https://www.epls.gov/eplsearch.do>. CONTRACTOR/VENDOR shall include copy of search results with bid or proposal.

EXHIBITS

| | |
|-------------|--|
| EXHIBIT "A" | Contact Sheet/Bid Form |
| EXHIBIT "B" | Public Entity Crimes |
| EXHIBIT "C" | Drug-Free Workplace Certification |
| EXHIBIT "D" | E-Verify Statement |
| EXHIBIT "E" | Conflict of Interest |
| EXHIBIT "F" | Non-Collusion Affidavit |
| EXHIBIT "G" | Disputes Disclosure |
| EXHIBIT "H" | Proposer Acknowledgements and Agreements |

EXHIBIT "A"

CONTACT SHEET/BID FORM

CITY OF FERNANDINA BEACH ITB #17-01

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: \$ 18.20 per hour for Laborer without CDL B
\$ 26.325 per hour for Laborer without CDL B excess of 40 hours per week
\$ 21.75 per hour for Laborer with CDL B or A
\$ 30.375 per hour for Laborer with CDL B or A excess of 40 hours per week

Total amount \$ 157,248 for Six Laborers without CDL B based 40 hrs./week over 36 weeks.

Name: Randstad

Federal Taxpayer ID: 58-2426357

Mailing Address: 13141 City Station Drive, Ste 151

City, State, & Zip Code: Jacksonville, FL 32208

Telephone: 904 696 1055 Fax: 904 696 0897

Email Address: jami.gannon@randstadusa.com

Submitted By: Ginger Hicks

Title: Vice President

Vendor Accepts Credit Cards*: Yes No

Accounting Contact: Name: Antonya Davis Title: Credit/Collections Analyst

Email Address: antonya.davis@randstadusa.com Phone: 877 601 7453

Signature: [Handwritten Signature] Date: 2/3/17

*See preferred method of payment under "Payment" section of the General Conditions

EXHIBIT "B"

TO GENERAL CONDITIONS TO ITB # 17-01

CITY OF FERNANDINA BEACH, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for COF.
2. This sworn statement is submitted by (entity) Randstad whose business address is 13141 City Station Dr. Jacksonville and (if applicable) Federal Employer Identification Number (FEIN) is 58-2426357 If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Ginger Hicks and my relationship to the entity named above is Vice President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who

was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any ~~natural person or entity organized under the laws of the state or of the United States with the legal~~ power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

[Signature]
Signature

2/3/17

Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3 day of Feb, 2017, and is personally known to me, or has provided FLPL as identification.

Adam Scott

Notary Public

My Commission expires:

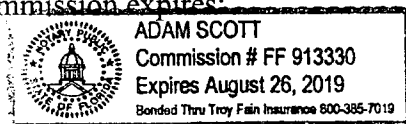


EXHIBIT "C"

TO GENERAL CONDITIONS TO ITB # 17-01
~~CITY OF FERNANDINA BEACH~~

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Randstad

CITY: Jacksonville STATE: FL ZIP CODE: 32218

TELEPHONE NUMBER(S): 904 696 1055

SIGNATURE: Ginger Hicks

NAME (TYPED OR PRINTED): Ginger Hicks TITLE: Vice President

EXHIBIT "D"

ITB 17-01
CITY OF FERNANDINA BEACH

E-VERIFY STATEMENT

Bid/Proposal Number: ITB 17-01
Product or Project Description: Staffing Services - 6 Laborers

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Randstad

Authorized Signature: Gungulhills

Title: Vice President

Date: 2/3/17

EXHIBIT "E"
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for COF.

This sworn statement is submitted by (entity) Randstad whose business address is 13141 Cum Station Dr Jacksonville 32218 (if applicable) Federal Employer Identification Number (FEIN) is 58-240-6357 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Ging Hick and my relationship to the entity named above is Vice President
The above named entity is submitting a Proposal for the City of Fernandina Beach ITB# 16-13.

1. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
2. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
3. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
4. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
5. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
6. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
7. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
8. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Ging Hick 2/3/17
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3 day of Feb, 2016, and is personally known to me, or has provided FL DL as identification. 7

Adam Scott
Notary Signature

My Commission expires:



EXHIBIT "F"

Non-Collusion Affidavit

This sworn statement is submitted with Bid, Proposal or Contract for COF.

This sworn statement is submitted by (entity) Randstad whose business address is 13141 City Station Dr. Jacksonville 32219 and (if applicable) Federal Employer Identification Number (FEIN) is 58-2426357 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Ginger Hicks and my relationship to the entity named above is Vice President

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Ginger Hicks Signature Date: 2/3/17

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3 day of Feb., 2017, and is personally known to me, or has provided FLDL as identification. 7

Adam Scott
Notary Signature

My Commission expires:

ITB # 17-01
Storm Water Labor Only Bid
Page 17 of 19

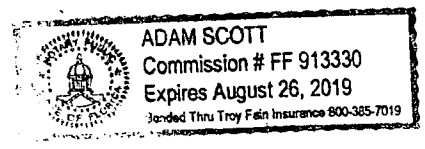


EXHIBIT "G"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your company or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO

Has your company, or any member of your company, been declared in default, terminated or removed from a contract or job related to the services your company provides in the regular course of business within the last five (5) years?

YES ___ NO

Has your company had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your company provides in the regular course of business?

YES ___ NO

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Randstad
VENDOR

2/3/17
Date

Gingelhills
Authorized Signature

Ginger Hicks Vice President
Printed or Typed Name and Title

EXHIBIT "H"

Proposer Acknowledgements and Agreements

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: COMPANY INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED COMPANY
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: ACCESSIBILITY AND RESPONSIVENESS
Understands and agrees to all terms.
7. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Ginger Hicks Title: Vice President

Signature:  Date: 2/3/17