

Temporary Employment Services for City of Hollywood

Tammie Hechler, Director of Human Resources
City of Hollywood, FL
2600 Hollywood Blvd.
Room 206
Hollywood, FL 33020

DEFINITIONS

For purposes of this Proposal, "CLIENT" refers to and includes the entity named above and its parents, subsidiaries, affiliates, and successors. This includes CLIENT's facilities located at: 3250 Hollywood Blvd, Hollywood, FL 33021

For purposes of this Proposal, "TRANSHIRE" refers to and means its parents, subsidiaries, affiliates, and successors

SCOPE OF WORK

TRANSHIRE will furnish all personnel necessary for the day-to-day operations for the CLIENT. Temporary employees must be available and report for work within twenty-four (24) work hours of notification.

TEMP TO HIRE

Should an opening for a permanent position within the CLIENT come available, the temporary worker may apply for this position. The CLIENT reserves the right to hire this temporary worker without any financial obligation to TRANSHIRE.

GUARANTEE OF RATES

TRANSHIRE guarantees the bill rates as set forth in Exhibit A through 12 months, unless there is an increase due to government mandated costs. Current bill rates represent 25% gross mark up based on established pay rates as per the CLIENT.

OVERTIME

Should any assignment require the temporary employee to work more than forty (40) hours in any given week, TRANSHIRE shall pay an overtime rate equal to 1-1/2 times the hourly rate specified in TRANSHIRE's bid.

QUANTITIES

No warranty or guarantee is given or implied as to the total amounts to be purchased resulting from this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. All services will be ordered on an as needed basis. The minimum request will be for one (1) day (eight (8) hours).

POSITION CLASSIFICATIONS: See Exhibit A

TERMINATION

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to TRANSHIRE, the CLIENT may without cause and without prejudice to any other right or remedy, terminate the agreement for the CLIENTS convenience whenever the CLIENT determines that such termination is in the best interest of the CLIENT. Where the agreement is terminated for the convenience of the CLIENT the notice of termination to TRANSHIRE must state that the contract is being terminated for the convenience of the CLIENT under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, TRANSHIRE shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work.

ASSIGNMENT

TRANSHIRE shall not assign or transfer its rights, title or interests in the Agreement nor shall TRANSHIRE delegate any of the duties or obligations undertaken by TRANSHIRE without CLIENT's prior written approval.

APPLICABLE LAWS, ORDINANCE, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the TRANSHIRE must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of TRANSHIRE will in no way relieve him from the responsibility of compliance therewith. CLIENT is providing the following list of references for the convenience of TRANSHIRE. These requirements may apply under the appropriate circumstance. Inclusion herein does not constitute any waiver by the CLIENT or any admission or agreement that these laws, orders or rules actually apply to this project.

Nondiscrimination and Equal Opportunity Employment: During the performance of the Contract, TRANSHIRE agrees as follows:

1. TRANSHIRE shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. TRANSHIRE shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, 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. TRANSHIRE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. In the event of TRANSHIRE's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part without liability to CLIENT.

INDEMNIFICATION

- a. **GENERAL INDEMNIFICATION:** The parties agree that one percent (1%) of the total compensation paid to TRANSHIRE for the work of the Contract shall constitute specific consideration to TRANSHIRE for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, TRANSHIRE shall indemnify, defend, save and hold harmless the CLIENT, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the operations of TRANSHIRE or his Subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the contract.
- b. **PATENT AND COPYRIGHT INDEMNIFICATION:** TRANSHIRE agrees to indemnify, defend, save and hold harmless the CLIENT, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.
- c. TRANSHIRE shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- d. CLIENT reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of TRANSHIRE under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CLIENT's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

INSURANCE

Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and xx/100 dollars (\$100,000.00) per accident. TRANSHIRE shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

- a. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by TRANSHIRE in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

- b. Comprehensive General Liability with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

- c. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

- d. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ - A+

- e. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CLIENT with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- f. TRANSHIRE shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CLIENT for payment or assessments in any form on any policy of insurance.
- g. The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CLIENT is named as an additional named insured shall not apply to CLIENT. CLIENT shall provide written notice of occurrence within fifteen (15) working days of CLIENT's actual notice of such an event.
- h. TRANSHIRE shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

- i. TRANSHIRE agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CLIENT.
- j. Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CLIENT, at its sole discretion, may cancel the Contract and all rights, title and interest of TRANSHIRE shall thereupon cease and terminate.



Signature

Scott Rasbach
Name

Vice President
Title

August 27, 2014
Date

EXHIBIT A

TransHire	
Current positions / Rates	
<u>Positions</u>	<u>Bill Rate</u>
Sr. Clerk	\$25.00
Fingerprint Examiner	\$37.50
Dispatcher	\$22.50
Crime Analyst	\$35.00
Case Advocate	\$20.00
Background Investigator / Polygrapher	\$40.63
Background Investigator	\$37.50
Academy Advisor	\$40.63



ATRIPER-01 MOERLERN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2014

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

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

PRODUCER Insurance Office of America-LNG 1866 West State Road 434 Longwood, FL 32750	CONTACT NAME:		
	PHONE (A/C, No, Ext): (407) 788-3000	FAX (A/C, No): (407) 788-7933	
INSURED Atrium Personnel, Inc. 3601 West Commercial Boulevard Suite 12 Fort Lauderdale, FL 33309-3320	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : Michigan Commercial Insurance Mutual		10998
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			PRA585359702	07/20/2014	07/20/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PRA585359702	07/20/2014	07/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC10000162662014A1	07/18/2014	07/18/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			PRA585359702	07/20/2014	07/20/2015	1,000,000
A	Crime			PRA585359702	07/20/2014	07/20/2015	Employee Dishonesty 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Hollywood is an Additional Insured with respects to General Liability on a Primary Non-Contributory basis, when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Hollywood 3250 Hollywood Blvd Hollywood, FL 33021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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