

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - Customer Copy

No. 1130705987

Void After 90 Days

30-1/1140

Date 05/04/17 03:06:19 PM

LANDOVER HILLS

0004 5012118 0088

NTX

Pay



Ten Thousand and 00/100 Dollars

****\$10,000.00****

To The Order Of LEXINGTON-FAYETTE URBAN COUNTY GOVT.

Not-Negotiable
Customer Copy
Retain for your Records

Remitter (Purchased By): PREMIER STAFFING SOURCE,INC.

001641000983

Bank of America, N.A.
SAN ANTONIO, TX



Cashier's Check

No. 1130705987

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Remitter (Purchased By): PREMIER STAFFING SOURCE,INC.

Bank of America, N.A.
SAN ANTONIO, TX


AUTHORIZED SIGNATURE

⑈ 1130705987 ⑈ ⑆ 114000019 ⑆ 001641000983 ⑈



People Impacting Performance!®

Premier Staffing Source, Inc.
4640 Forbes Blvd., Suite 200A, Lanham, MD 20706
301-306-0774
Fax: 301-306-0775

Web Address: www.premierstaffingsource.com

May 8, 2017

Ms. Sondra Stone
Lexington Fayette Urban County Government
Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507

Re: Invitation to Bid #67-2017 Temporary Labor for Various Divisions

Dear Ms. Stone:

Premier Staffing Source, Inc. (PSS, Inc., Inc.) is pleased to offer its bid to Lexington Fayette Urban County Government's (LFUCG) need to establish temporary labor services under the above referenced Invitation to Bid (ITB). PSS, Inc. specializes in providing temporary staffing and payroll services in the State of Kentucky and across the United States. The company's track record of providing similar service spans more than 15 years, including four (4) years providing the same services to LFUCG under Contract #162-2013.

Please note this proposal is predicated upon all terms and conditions of the subject ITB #67-2017 and Addendum Number One (1). PSS, Inc. agrees to the terms and conditions of the ITB and will enter into a contract containing such terms and conditions if selected as the successful bidder. A cashier's check in the amount \$10,000.00, payable to "Lexington-Fayette Urban County Government", is enclosed to meet the Performance Security requirement under this IFB.

Myrna Cooks is the only individual authorized to negotiate services and costs with LFUCG and the only individual to bind PSS, Inc. to a contract. Ms. Cooks may be reached at 301-306-0774, fax number 866-723-1338 or email mcooks@premierstaffingsource.com.

Sincerely,

Myrna Cooks
President/CEO



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: April 24, 2017

INVITATION TO BID #67-2017 Temporary Labor for Various Divisions

Bid Opening Date: May 8, 2017

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **05/08/2017**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: Various, Lexington, KY

Bid Security Required: Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: Yes No

<input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>		Proposed Delivery: <input type="checkbox"/> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Submitted by: Premier Staffing Source, Inc.

Firm Name

4640 Forbes Blvd., #200A

Address

Lanham, MD 20706

City, State & Zip

Bid must be signed: *Myrna L. Cooks, President/CEO*
(original signature) *Signature of Authorized Company Representative – Title*

Myrna L. Cooks

Representative's Name (Typed or printed)

301-306-0774 19 866-723-1338

Area Code - Phone – Extension Fax #

mcooks@premierstaffingsource.com

E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Myrna L. Cooks, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Myrna L. Cooks and he/she is the individual submitting the bid or is the authorized representative of Premier Staffing Source, Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. Myrna L. Cooks

STATE OF Maryland

COUNTY OF Prince George's

The foregoing instrument was subscribed, sworn to and acknowledged before me by Myrna L. Cooks on this the 4 day of May, 2017.

My Commission expires: 12-29-2020

MELANIE Z. BILAL-DOUGLAS
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY
MARYLAND
My Commission Expires 12-29-2020

Melanie Z. Bilal-Douglas
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Green Seal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #67-2017 Temporary Labor for Various Divisions"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.

- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central

Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 3-1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
 - C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
 - D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
 - E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
 - F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Myra M. Cooks
Signature

Premier Staffing Source, Inc.
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

5-2-17
Date

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION
INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Vendor hereunder (and to the fullest extent permitted by law), Vendor shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Vendor in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

Vendor understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its proposal and the commencement of any work or the provision of services.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence, \$2 million aggregate
Employee Theft/Crime	\$500,000 per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000 to \$1million

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

- c. The General Liability Policy shall include Products and Completed Operations coverage and Premises and Operations Liability coverage, unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be provided in the amount specified above unless deemed not to apply by LFUCG.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, Vendor shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- g. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- h. The Employee/Theft Crime coverage in an amount of at least \$500,000 per occurrence, endorsed to include Client Property.
- i. The policy shall include Umbrella/Excess Liability coverage in the amount of \$2 million per occurrence, \$2 million aggregate, unless it is deemed not to apply by LFUCG.
- j. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- k. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's

Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

Vendor shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

Safety and Loss Control

Vendor shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

Lexington-Fayette Urban County Government

Temporary Labor for Various Divisions

The Lexington-Fayette Urban County Government is accepting bids to establish a price contract for Temporary Labor for Various Divisions of LFUCG, as per the following specifications:

- All employees shall be supervised by LFUCG personnel.
- All employees shall report to their designated work site on time.
- The LFUCG reserves the right to reject any temporary employee deemed unfit for work.
- All laborers shall be physically capable of completing a 6-10 hour work day involving a high degree of walking, climbing, digging, and working in inclement weather.
- The LFUCG shall provide any specialized tools required. The temporary labor agency shall provide work gloves and the employee(s) shall report to work appropriately dressed for the weather conditions.
- Office Assistants shall have basic knowledge of Windows based PC applications, word processing skills, telephone answering skills, fax machine knowledge, knowledge of the use and operation of copiers, and knowledge of general office procedures.
- Office Assistants shall dress in a professional manner.
- **Pricing shall include a \$10,000 performance bond (in effect for the term of the contract), worker's compensation insurance, insurance required per the attached Risk Management Provisions, unemployment insurance, all local, state, and federal taxes, and social security.**
- The agency shall invoice on a monthly basis and payments shall be made monthly.
- The agency is responsible for all recruitment, screening, hiring, and retention of employees
- The LFUCG has established an Alcohol and Drug Free Workplace Policy (CAO Policy #7) and shall require the Agency to have, or enact their own Alcohol and Drug Free Workplace Policy of equal standards. If the Agency doesn't have an established policy, they may obtain a copy of the LFUCG's policy upon request. Bidders must provide a copy of their alcohol and drug workplace policy with their bid.
- The LFUCG has established a Policy & Procedure for Harassment Complaints (CAO Policy #5R) and shall require the Agency to have, or enact their own policy for Harassment Complaints of equal standards. If the Agency doesn't have an established policy, they may obtain a copy of the LFUCG's policy upon request. Bidders must provide a copy of their harassment complaints policy with their bid.
- Government facilities often provide services to or for the benefit of minors. No employee or agent of the Agency shall interact in any way with any minor clients of any facility beyond what would be required in the course of fulfilling the duties required under this agreement. Any personal contact or non-professional interaction with a minor shall be cause to ban such employee or agent from working at the facility. In that event, LFUCG shall notify the Agency in writing that the employee or agent involved shall no longer be allowed access to the facility and the required services must be provided through a different employee or agent.
- No employee or agent of the Agency shall take or make use of LFUCG material or information which is classified or non-classified.

- Any property of the LFUCG and/or its employees removed by employees of the Agency without advance consent shall be considered theft.
- Bidders must provide a copy of any agreement that must be executed as part of this contract with their bid.
- Any position working with children must have successfully passed a background check. The bidder must submit their background policy, which includes the criteria of disqualification for employment. Background policy criteria must meet the minimum of disqualifying candidates for single instances of the following convictions within the specified time period or a pattern of the following instances regardless of time since convictions:
 - Any history of illegalities in dealing with children
 - Any history of illegalities of a sexual nature
 - Drug-related convictions within two years of application
 - Any crime of violence (assault, etc.) within two years of application
 - Alcohol-related convictions within two years
 - Drug trafficking within five years of application.

Pricing

Vendors shall submit pricing on this page.

Pricing for athletics officials, supervisors, and scorekeepers for the Division of Parks and Recreation. The amount the LFUCG shall pay per hour is fixed.

Rate LFUCG to Pay Agency	Rate Agency Pays Temporary Employee
\$ 14.08	\$11.00 per hour – Athletic Attendant 1
\$ 17.92	\$14.00 per hour – Athletic Attendant 2
\$ 24.32	\$19.00 per hour – Athletic Official 1

In addition to the Athletic Attendants and Officials positions listed above, please submit pricing for general laborers and office personnel.

Pricing for laborers and office personnel:

Rate LFUCG to Pay Agency		Rate Agency Pays Temporary Employee
\$ 11.42	Laborer	\$ 8.65
\$ 13.65	Office Personnel	\$ 10.50

Questions may be sent to Sondra Stone through IonWave at <https://lexingtonky.ionwave.net>.



ADDENDUM #1

Bid Number: #67-2017

Date: April 25, 2017

Subject: Temporary Labor for Various Divisions

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

See attached job descriptions for positions typically filled using this contract.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.

This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Premier Staffing Source, Inc.

ADDRESS: 4640 Forbes Boulevard, Suite 200A, Lanham, MD 20706

SIGNATURE OF BIDDER:



Temporary Labor for Various Divisions

Scorekeeper – Athletic Attendant 1

Scorekeeper:

Records statistics that reflect the play of the participants in the game, serves as the official arbiter of disputes related to the length of the game, and provides an element of control essential for enjoyment of the activity by participants and spectators. This individual will be provided with a copy of the rules of the game and will be responsible for becoming familiar with the rules in order to facilitate record keeping.

The position is responsible for connecting electronic scoreboards or setting up manual scoreboards. He/she must be able to access the scoreboard controls, become familiar with all scoreboard controls at site, and operate scoreboard during game(s). A scorebook is also kept. The scorekeeper acquires rosters from teams prior to start of game and enters into scorebook, keeps accurate and clearly legible records of game(s) for immediate reference as well as future reference, and reports scores to the Herald Leader and to the Athletics Office at the conclusion of the game(s) for that day/evening.

This position also keeps a copy of the Parks and Recreation Physical/Verbal Altercation Policy available at all times and must become familiar with this policy and enforcement.

Scorekeepers must possess some background in the specific sport in order to perform effectively. Prior scorekeeping experience is preferred but not necessary (new employees will be trained.)

Athletic Supervisor – Athletic Attendant 2

Athletic Supervisor:

Performs work related to the daily/weekly functions of recreational leagues. Provides on-site direction and coordination of league, serving as liaison to Athletics office. Communicate with players, parents, coaches and officials as needed regarding games and/or league and player needs/concerns. Maintain communication and provide weekly (or as needed) updates to Recreation Supervisor in Athletics office.

Duties include working with the public, writing reports, recruiting coaches, and supervising games. Works in conjunction with full-time staff as needed to conduct registrations, recruit and train volunteer coaches and/or other part-time staff, and organize teams. In youth sports the Athletic Supervisor is responsible for keys to lights, scoreboards, bathrooms, etc. at game sites as needed and will open bathrooms and turn on lights at outdoor sites when necessary.

Must be present for all games at league site and serve as liaison to participants. Supervises, monitors, and evaluates coaches and/or instructors. This position requires performing administrative work that includes the responsibility of maintaining accurate records.

Athletic supervisors must possess some background in the specific sport in order to perform effectively. Prior supervisory experience is preferred but not necessary (new employees will be trained.)



Premier Staffing Source, Inc.'s Harassment Policy

Premier Staffing Source, Inc. (PSS, Inc.) intends to provide a work environment that is pleasant, professional, and free from intimidation, hostility or other offenses, which might interfere with work performance. Harassment of any sort - verbal, physical, or visual - will not be tolerated, particularly against employees in protected classes. These classes include, but are not necessarily limited to race, color, religion, sex, age, sexual orientation, national origin or ancestry, disability, medical condition, marital status, veteran status, or any other protected status defined by law.

What Is Harassment?

Workplace harassment can take many forms. It is, but not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence. Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against an employee for discussing or making a harassment complaint.

Responsibility

All PSS, Inc. employees, and particularly supervisors, have a responsibility for keeping our work environment free of harassment. An employee that becomes aware of an incident of harassment, whether by witnessing the incident or being told of the incident, should immediately report it to their immediate supervisor or the designated management representative with whom they feel comfortable. When management becomes aware of the existence of harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the company to do so.

Reporting

While PSS, Inc. encourages you to communicate directly with the alleged harasser, and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, you are not required to do so. It is essential, however, to notify your supervisor immediately even if you are not sure the offending behavior is considered harassment. Any incidents of harassment must be immediately reported to a supervisor or other management representative. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed a fellow employee or subordinate would be subject to severe disciplinary action up to and including termination. PSS, Inc. will also take any additional action necessary to appropriately remedy the situation. Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged harassment. PSS, Inc. encourages employees to report inappropriate behavior of any kind.

PSS, Inc. accepts no liability for harassment of an employee by another employee. The employee who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. PSS, Inc. may or may not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.



Alcohol and Drug-Free Workplace Policy

Premier Staffing Source, Inc. is a community in which responsibilities and freedoms are governed by policies and codes of behavior, including penalties for violations of these standards as stated in your Employee Manual. Premier Staffing Source, Inc. has a standard of conduct that prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by employees on Premier Staffing Source, Inc.'s site and/or client sites or as a part of Premier Staffing Source, Inc.'s activities. Premier Staffing Source, Inc. will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of the standards of conduct. Each situation will be reviewed on a case-by-case basis.

It is the goal of Premier Staffing Source, Inc. to maintain a drug-free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1988, Premier Staffing Source, Inc. has adopted the following policies:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
3. As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, her/his supervisor of any criminal drug statute conviction they receive.
4. Premier Staffing Source, Inc. provides information about drug counseling and treatment.
5. Premier Staffing Source, Inc. reserves the right to search and inspect for the maintenance of a safe workplace.

Health Risks of Alcohol and Other Drug Use

Even though specific physical and mental responses to alcohol and drug use differ, the consequences for using either are usually similar. Negative health reactions can result from both abusive and moderate use of any substance. While on-going health problems are often associated with long-term misuse and abuse, acute and traumatic instances can occur from one-time or moderate use.

Alcohol

Ten (10) percent of adults can be classified as heavy drinkers. That is, they consume an average of two or more drinks per day. Virtually all body systems are affected by the



long-term abuse of alcohol. Heavy constant consumption may result in hangovers and serious health consequences. Another sixty (60) percent of the population are moderate drinkers. The most common negative health consequences from occasional drinking are trauma related and involve both the drinker and non-drinker victims. The consumption of alcohol is involved in 200,000 deaths in this country per year, ten (10) percent of the US annual mortality. Half of all traffic deaths are alcohol related and driving under the influence is the number one killer of American teenagers.

Narcotics

The most serious medical consequences of opiate abuse is toxic reaction, more commonly known as overdose. Generally incurred accidentally, overdose leads to death when the respiratory and circulatory systems slow down to the point of ceasing to function. More common health consequences of opiate abuse occur not from the chemicals themselves, but from the lifestyles that frequently accompany their use.

Hypnotics and Anti-Anxiety Drugs

Such prescription medications as Nembutal, Seconal, Quaalude, Miltown and Equanil have serious negative health consequences when abused. The most common is toxic overdose which results in depressed central nervous systems, cardiac and respiratory functioning.

Stimulants

Abusers of stimulant drugs are more likely to experience drug-induced psychiatric disturbances than are other abusers. Differences in health-related responses to stimulant drugs are dependent on the mode of ingestion. Nasal and intravenous use creates more acute responses than does oral use.

Marijuana

Chronic long-term use affects most body systems resulting in bronchitis and other respiratory difficulties, decreased strength of heart contractions, possible negative consequences on the immune system, acute memory impairment, and possible reduction on growth-hormone production. Episodic use of marijuana can result in panic reactions including feelings of anxiety, fears of losing control or going crazy, or fears of physical illness.

Hallucinogens

The most common health-related responses to hallucinogen use include panic reactions, flashbacks and toxic reactions with ingestion of high levels of some compounds.

Legal Implications of Alcohol and Other Drug Use

A variety of implications surround the use of alcohol and other drugs. This summary is designed to alert you to some of the legal risks you assume when you use alcohol or other drugs. Penalties for illegal use will also be described. However, this summary is only a descriptive document. It should not be interpreted as legal advice or counsel. The regulations summarized here are those most likely to affect employees of IMRG SSI.



Possession and Use

Check with city or county counsels' offices for specifics of alcohol consumption and use, as maximum levels differ from location to location.

Anyone under twenty-one (21) years of age who buys alcohol is committing a misdemeanor. It is also an infraction of the law for a minor to attempt to buy alcohol.

Public intoxication that interferes with the personal safety or use of public ways is a misdemeanor crime.

It is unlawful to drive a motor vehicle or ride a bicycle on a highway with a blood alcohol content (BAC) level of .08 percent or above. Punishment is greater if a child fourteen (14) years of age or younger is in the vehicle at the time.

It is unlawful for a person under the age of eighteen (18) who has a BAC of .05 percent or more to drive a vehicle.

The act of driving implies consent to be tested for BAC.

Marriage licenses will not be issued to applicants under the influence of alcohol or other drugs.

It is unlawful to manufacture controlled substances in the home or in any other unregulated facility.

Growing or processing peyote is punishable by imprisonment in the county jail for not more than one (1) year.

It is a felony to use alcohol or drugs to aid the commission of a felony, including rape and other sex offenses.

Applicants for professional licenses must not be addicted to alcohol or other drugs at the time of application.

Distribution

It is a misdemeanor crime to sell, give or furnish alcohol to anyone under twenty-one (21) years of age.

It is a misdemeanor crime to sell or furnish alcohol to a common drunkard or incompetent.

Only eating establishments and holders of retail liquor licenses may sell or expose for sale alcoholic beverages within one (1) mile of a university or state college.

It is unlawful for sellers of alcoholic beverages by the drink to employ a person for the purpose of encouraging the sale of such beverages.



Manufacture, distribution and receipt of "imitation controlled substances" or any drug that is falsely advertised, adulterated or misbranded is unlawful.

Possession of paraphernalia is unlawful as is providing a minor with paraphernalia for the ingestion of tobacco or any controlled substance.

It is illegal to use the postal service or other interstate conveyance to offer to sell or transport, import or export paraphernalia.

It is unlawful to import controlled substances except for medical or scientific purposes.

It is unlawful to export controlled substances to any country that has a treaty with the United States prohibiting such export. Penalties vary depending on the country involved.

Consequences

Carriers of motor vehicle insurance can increase premiums, or cancel or deny renewal as a result of driving under the influence convictions.

In certain cases employers' motor vehicle coverage can also be canceled or renewal denied if employees have been convicted of driving under the influence of alcohol or other drugs.

The Department of Motor Vehicles may refuse or revoke driver's licenses of practicing alcoholics or addicts or those convicted of alcohol or drug related offenses.

Refusal to submit to blood alcohol content tests will result in a six-month suspension of driving privileges, two-year suspension if there has been a prior such offense within seven years, and three-year suspension for two or more offenses within seven (7) years. In such cases, vehicles can also be impounded and sold as nuisances.

Employers may refuse to hire or may fire an employee who cannot perform job duties or endangers his/her, or others' health or safety due to current use of alcohol or other drugs.

State disability retirement allowances are not paid if the disability is due to the intemperate use of alcohol or other drugs.

No addict or person in danger of becoming an addict may be employed as a peace officer.

Drunkenness on duty, intemperance or addiction are causes for discipline for any employee.

Examinations for certifications can be refused and certifications withdrawn by the State Personnel Board for anyone who is addicted to alcohol or other drugs.



Discharge from employment "as a result of an irresistible compulsion to use or consume intoxicants" disqualifies claimants from receiving unemployment benefits, as does any institutionalization as a drug addict.

Disability insurance benefits may be denied "for any loss sustained or contracted in consequence of the insured person being intoxicated or under the influence of any controlled substances unless administered on the advice of a physician."

Permanent or temporary employees of PSS, Inc. may be terminated, demoted, or suspended for addiction to controlled substances or drunkenness in the workplace.

Penalties for the manufacture, distribution or dispensing of, or possession with intent to manufacture, illegal drugs vary significantly depending on the substance and the amount in question. Both fines and incarceration are imposed.

Drug traffickers lose federal benefits for five (5) to ten (10) years to life after conviction. Drug possessors lose benefits for up to one (1) year and can be required to enter treatment, undergo testing and/or perform community service.

Where to Get Help

A number of community resources are available to help you, including:

Community Resources

Employee Assistance Program

Alcoholics Anonymous

Narcotics Anonymous

National Council on Alcoholism and Drug Dependence

County Bureau of Alcohol and Drug Services

This document is intended solely as a resource. PSS, Inc. does not endorse programs or agencies listed in this document, and accepts no responsibility for treatment provided by these agencies/programs, nor does it guarantee insurance coverage of treatment.

This document is not a comprehensive listing of alcohol/chemical dependency treatment programs. Other sources for both in-patient and out-patient alcohol/chemical dependency treatment programs may be located by consulting your family physician, local telephone directory under the heading "Drug Treatment Programs," or through the National Council on Alcoholism and Drug Dependence at 800-622-2255.



Premier Staffing Source, Inc. Background Check

Premier Staffing Source, Inc.'s (PSS, Inc.) policy is to complete the following background checks:

- **Social Security Verification:** validates the applicant's Social Security number, date of birth and former addresses.
- **Prior Employment Verification:** confirms applicant's employment with the listed companies, including dates of employment, position held and additional information available pertaining to salary/wages, performance rating, reason for departure and eligibility for rehire. This verification will be run on the past two employers or the previous five years, whichever comes first.
- **Personal and Professional References:** calls will be placed to individuals listed as references by the applicant.
- **Educational Verification:** confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received.
- **Criminal History:** includes review of criminal convictions and probation conducted by either HireRight or National Background Investigations. The following factors will be considered for applicants with a criminal history:
 - The nature of the crime and its relationship to the position.
 - The time since the conviction.
 - The number (if more than one) of convictions.
- **Criteria for Disqualifying Candidates for Employment:** Single instances of the following convictions within the specified time period or a pattern of the following instances regardless of time since convictions will disqualify a candidate for employment:
 - Any history of illegalities in dealing with children
 - Any history of illegalities of a sexual nature
 - Drug-related convictions within two years of application
 - Any crime of violence (assault, etc.) within two years of application
 - Alcohol-related convictions within two year
 - Drug trafficking within five years of application