

BID NUMBER PA-00907

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

TEMPORARY CLERICAL SERVICES

CONTRACT NO. 29959

- COMPLETE CONTRACT:**
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**
Contractor shall upon acceptance of this bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**
The undersigned certifies or declares under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Irvine Calif ON THE 19 DAY OF January 20 07.
CITY STATE MONTH

COMPANY NAME: Kimco Staffing Services, Inc. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 17872 Cowan CITY: Irvine STATE: CA ZIP: 92614

PHONE: (949) 752-6996 FAX: 949-752-7298

SI <u>[Signature]</u> <small>(SIGNATURE)</small>	<u>Chief Financial Officer</u> <small>(TITLE)</small>
<u>Steve Bradley</u> <small>(PRINT NAME)</small>	<u>sbradley@kimco.com</u> <small>(EMAIL ADDRESS)</small>
SI <u>[Signature]</u> <small>(SIGNATURE)</small>	<u>Chief Operating Officer</u> <small>(TITLE)</small>
<u>Leo Pierson</u> <small>(PRINT NAME)</small>	<u>lpierson@kimco.com</u> <small>(EMAIL ADDRESS)</small>

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature] 2/20/07
Director of Financial Management Date

APPROVED AS TO FORM 2/15, 2007
ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Deputy

The following information is submitted regarding the bidder:

Legal Form of Bidder:

Corporation
Partnership

State of California
State of _____
Limited

General

Joint Venture
Individual

DBA _____
State of _____

Limited Liability Company

Composition of Ownership (more than 50% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65
Female No - Physically Challenged Over 65

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No

Name of certifying agency: _____

NA

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6362.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ORANGE

On 1/19/2007 Before me, K.S. KAMRADI NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Steven Bradley
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K.S. Kamradt
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
CORPORATE OFFICER CFO Chief Financial officer
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

City of Long Beach Bid
TITLE OR TYPE OF DOCUMENT
28 + cashier's check
NUMBER OF PAGES
1-19-07
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

Bradley
SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the bid, including visits to the Site prior to submittal of the bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the bid and shall be disregarded by the City. Any changes or corrections in the bid must be initialed in ink by the person signing the bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within 14 days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, the Contractor shall comply with provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. Copy of wage schedule can be obtained from the City Engineer.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by the Contractor or said Subcontractors in the execution of the Contract.

INSTRUCTIONS TO BIDDERS

11. RIGHT TO REJECT:

City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the Items.

SUBMIT TO:

**CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802**

12. SAMPLES:

Samples of items when requested or required must be furnished to the city free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

BID DUE DATE: JANUARY 22, 2007

TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

13. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC.)

Michelle Miller 562/570-6020
BUYER TELEPHONE NUMBER

14. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach subscribes to the following goals concerning awards for equipment, material, supplies and services.

Fifteen Percent (15%) MBE Participation
Fifteen Percent (15%) WBE Participation

Whenever possible, Contractor should seek to accomplish these goals.

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

Michelle Miller 562-570-6020
DEPARTMENT CONTACT TELEPHONE NUMBER

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify bid. If additional space is required, bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: N/A
Address: _____
Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____
Valid thru: _____
Dollar value of participation: \$ _____

15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening bids. Withdrawals will be returned to Bidder unopened. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

16. BID OPENING PROCEDURES:

All bids will be publicly opened and read at the date and time specified in Instructions to Bidders, Item 15.

It is our policy not to release price information on these bids until the department has reviewed them and award has been approved by City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that bid and setting up an appointment. Due to the large volume of bids received, bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the bids, the name of the apparent low bidder will be posted on the Internet for a period of one month, together with the rankings of the top three bidders. These rankings will not contain price information.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the bid opening.

17. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES NO

(If yes, any agency electing to participate in this bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

18. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this contract.

SCOPE OF SERVICES

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by the Contractor for such an adjustment must be made within thirty days of such change.
6. Contractor warrants that the goods, machinery, or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies, or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

SCOPE OF SERVICES

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Any indebtedness of Contractor to the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action, or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery, or equipment supplied hereunder.
20. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action, or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery, or equipment supplied hereunder.
21. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
23. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
24. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
25. Contractor shall submit samples of all documents that Contractor may require City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the contract between the City and the Contractor.
26. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
27. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
28. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies, or other tangible personal property totaling over \$100,000 shipped from outside California; a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

SCOPE OF SERVICES

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact the City Controller, Barbara Hennessy, at (562) 570-6450 for assistance with the form.

29. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:
- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment, or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at his own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, his agents, representatives, employees or subcontractors:
- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.
The City, its officials, employees and agents shall be named as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor.
 - (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - (3) Workers' Compensation as required by the California Labor Code and employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

SCOPE OF SERVICES

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverage's for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any work on City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each subcontractor who will perform work, labor, or services for Contractor, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The subcontractor list shall be submitted with contractor's bid.

SCOPE OF SERVICES

MANDATORY PRE-BID CONFERENCE

A **mandatory Pre-Bid Conference** shall be held for the purpose of answering questions. Due to the nature of the scope of work and the specific standards required by the City, **no bid will be accepted from a bidder who fails to attend the Pre-Bid Conference as scheduled. Bidders shall be required to sign-in at the Pre-Bid Conference.**

MANDATORY PRE-BID CONFERENCE SCHEDULE

Time: 1:30 PM
Date: January 9, 2007 (Tuesday)
Location: Main Library, Pacific Avenue, Long Beach
Contact: Michelle Miller 562/570-6020 (RSVP not required)

Bid release date: January 2, 2007
Pre-Bid Meeting: January 9, 2007
Last day to submit questions: January 16, 2007
Bid Closes: January 22, 2007

BID ACCEPTANCE REQUIREMENTS

Each bidder shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be engaged in the business of providing temporary clerical services by the use of its own trained and qualified employees and equipment, material, and supplies, except as specified in these specifications. Contractor shall be fully licensed to perform the services required under this Contract.

The following documentation must accompany the bid submission to be considered for further evaluation.

- 1. General Business Statement:** A statement of all of the important business activities of bidder's major business. The statement should emphasize the required minimum of two (2) consecutive years of recent experience in providing temporary clerical services at similarly sized facilities with similar service levels as those required for this Contract.
- 2. Client References:** A list of five (5) current customers, including company name, street address, telephone number and contact person, for whom the bidder has provided similar services. The City intends to contact these customers to determine reliability, bidder's performance, service and other information. **Failure to include customer references may void bid if the City has no prior experience with bidder.**
- 3. Work History:** In addition to **Client References**, list all contracts canceled or not renewed within the last three (3) years, giving reasons for cancellation or non-renewal. Give the names, street addresses and telephone numbers of canceled contracts listed.
- 4. Hours:** The City requires that each temporary employee work no more than 960 hours per 12-month period from July 1st to June 30th. This total is cumulative for each employee

SCOPE OF SERVICES

regardless of the number of departments for which they work and it is the bidder's responsibility to track the number of hours each temporary employee works for the City. The bidder is to submit a written statement of agreement or a sample report demonstrating their ability to track hours.

5. Account Representative: The name and location of a dedicated account representative who will be available 24 hours a day, with a 30-minute response time to respond to requests for temporary employees.

6. Advertising/Memberships: A list of advertising/memberships used for recruitment of temporary employees.

7. Confidentiality Statement: A sample "confidentiality" statement that must be signed and maintained at the bidder's facility for all temporary employees working under this contract. (See Responsibility of Contractor.)

SCOPE OF SERVICES

CONTRACT PERIOD

The term of the Contract will be for two (2) years and the Contract may be extended by mutual agreement for up to three (3) additional periods of one (1) year each in accordance with the terms and conditions stated herein.

Contractor shall provide payroll and placement services for temporary clerical employees for City departments as described in the Classification and Specifications Section for Clerical Aide and Accounting Clerk.

The City will meet with Contractor annually to determine salary increase, if any, after the first year. It is agreed that if the City intends to renew this Contract, the City shall so notify Contractor ninety (90) days prior to the expiration date. Contractor shall be required to submit any proposed price increases to the City Purchasing Agent for approval at least sixty (60) days prior to expiration of the Contract. Said notice shall show item number, price, Contract number and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

In the event that one of the current staffing agencies' contracts does not get renewed, the temporary employees placed by that agency will be allowed to complete their assignment with the agency that placed them on assignment. The assignment will be considered complete at the end of 960 hours or completion of the initial request, which ever is first. All new orders will be given to the agency awarded the Contract.

BASIS OF AWARD OF CONTRACT

The City reserves the right to award, in whole or in part, portions of this bid to one or more suppliers.

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.

Prior to award of the Contract, bidder agrees to allow the City to conduct a site analysis of the bidder's local branch offices to evaluate recruiting environment, testing and training areas, and to meet with onsite staffing personnel.

SCOPE OF SERVICES

BACKGROUND CHECK (LIVE SCAN) PROCEDURES

- Live scan is required for all temporary employees that will be on an assignment longer than five (5) days.
- Live scan fee is \$32 and is to be paid by Contractor.
- The Department of Justice (DOJ) will bill the City and the City will then bill Contractor.
- The DOJ will send the results to the City's Human Resources Department. In the event there is a concern with any particular temporary employee, the City will contact Contractor with the results.
- The City will give Contractor the forms required to have the live scan done. It is the Contractor's responsibility to have each temporary employee have the live scan done and to keep track of each temporary employee and report it on the monthly report.
- All temporary employees are required to go to the Long Beach Police Department to have their live scan done.

RESPONSIBILITIES OF CONTRACTOR

Contractor acknowledges that certain information gained by its employees during the performance of services under the Contract may be confidential. If any information is identified in writing by the City as confidential, then Contractor shall keep such information, whether written, oral or visual, confidential.

Contractor shall not use the name of the City, its officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the City Manager or his designee.

In performing the services, Contractor is and shall act as an independent contractor and not an employee, representative or agent of the City. Contractor acknowledges and agrees that: a) the City will not withhold taxes of any kind from Contractor's compensation; b) the City will not secure Worker's Compensation or pay unemployment insurance to, for or on Contractor's behalf; and c) the City will not provide and Contractor is not entitled to any of the usual customary rights, benefits or privileges of City employees. Contractor expressly warrants that neither Contractor nor any of Contractor's employees or agents shall represent themselves to be employees or agents of the City.

CONTRACTOR'S STAFF

Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein.

Contractor shall establish an identification system for personnel assigned to the facilities, which clearly indicates to City employees and the public the name of the Contractor. The identification system shall be furnished at Contractor's expense and may include appropriate attire and name badges including a photo of the temporary employee as specified by the City.

SCOPE OF SERVICES

I. Recruitment and Screening

- A. Contractor shall provide payroll and placement services for temporary clerical employees for City departments as described in the classification specification for Clerical Aide I-III and Accounting Clerk I-III
- B. Contractor shall be responsible for the recruitment, interviewing, selection, background check, fingerprinting and assignment for program participants.

II. Personnel Requests

The Dedicated Account Executive will be available 24 hours a day, with a 30-minute response time, to respond to requests for temporary employees. Contractor will customize a fax order form specific to the City's needs. The City may also place orders via e-mail. Contractor will dedicate a phone line for the City's users to call in orders.

III. Timecards, Billing and Invoicing

- A. Each temporary employee is required to maintain, on his/her time card, a record of hours worked. These time cards will be approved by the department designee and will become the source of the invoicing. The pay rate, bill rate and percentage mark-up for pay rolled and full-service temporary Contractor employees are stated in Attachment "D".
- B. Contractor will not charge a fee to the City for the direct hiring of temporary employees, after 160 hours placement with the City.

IV. Contractor Reporting

Contractor shall provide the following reports:

- A. Semi-annual individualized reports that reflect the assignment of women and minorities to City departments.
- B. Monthly Expenditure Report showing monthly and cumulative totals.
- C. Monthly Personnel Count Report listing total assigned individuals with their start dates, current position title, pay rate, billing rate and hours worked.

V. Problem-Solving

- A. Designated Account Executive shall be assigned to resolve issues, concerns, client dissatisfaction, and any other issues requiring immediate attention.

VI. Administrative Coordination

- A. The Dedicated Account Executive is primarily responsible for servicing the City's staffing needs.

SCOPE OF SERVICES

- B. The Dedicated Account Executive shall be available to provide administrative assistance to City departments. Contractor will distribute identification badges to all temporary employees working at the City. Contractor will incur the cost for the identification badges.

VII. Insurance and Bonds

- A. Contractor shall adhere to the insurance requirements established by the City.
- B. Contractor shall submit a Blanket Honesty Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The bond shall be in an amount not less than Fifty Thousand Dollars (\$50,000) insuring against any loss which may result from the dishonesty or fraudulent act of employees, officers, or directors of contractor. This bond shall include a loss payee endorsement naming the City, it's officials and employees as additional insured.
- C. Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The amount of the bond shall be **(Contractor shall complete)** \$_____ **(which is 100% of the Contract amount)** and shall be submitted within ten (10) calendar days after notice of award. The bond shall be submitted on the form included herein or obtained at the Office of the City Purchasing Agent (address above).
- D. Contractor shall submit a ten (10) percent Bid Bond or certified check payable to the City of Long Beach and drawn on a solvent bank of the United States of America. All bid bonds shall be submitted upon forms to be secured at the Office of the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The Bid Bond shall serve as a guarantee that the bidder, if awarded the Contract, will execute and deliver such Contract to the City Purchasing Agent within ten (10) days after such contract is tendered to him.

If the bidder to whom the Contract is awarded fails or neglects to sign a Contract with the City, including the filing of any required bonds and insurance documents, within ten (10) days after the Contract is tendered to bidder for signature, the City shall declare the bid security to be forfeited, and the money or bond for the bid security shall be deposited by the City Treasury.

SCOPE OF SERVICES

CHECK ONE

BID BOND () is attached

CERTIFIED CHECK NO. 0069205142 () in the amount of \$ 200,000.00

In lieu of the satisfactory bidder's bond required, your attention is directed to one of the following bidder's bond on file in the Office of the City Clerk of the City of Long Beach, CA.

ANNUAL BIDDER'S BOND, CITY BOND NO. _____ EM

CONTINUOUS BIDDER'S BOND, CITY BOND NO. _____ EM-C

NOTORIAL ACKNOWLEDGEMENT: Signature of ALL PRINCIPALS AND SURETIES shall be accompanied by an appropriate Notarial Acknowledgement whether the company is located INSIDE OR OUTSIDE THE STATE OF CALIFORNIA.

NOTE: The Certified Check received from the bidders in lieu of a bid bond shall be returned upon the City's awarding of a contract.

CLASSIFICATION AND SPECIFICATIONS

TITLE: CLERICAL AIDE

DEFINITION: Under direct supervision, performs increasingly difficult clerical tasks.

DISTINGUISHING CHARACTERISTICS:

CLERICAL AIDE I – Performs routine clerical duties that are non-typing in nature; may perform telephone operator/receptionist duties.

CLERICAL AIDE II – Performs more difficult clerical duties; requires a minimum net typing speed of 40 wpm; must be computer literate and familiar with Microsoft Office applications.

CLERICAL AIDE III – Performs the most complex duties under minimal supervision.

EXAMPLE OF DUTIES:

- Sorts, files, routes, mails and processes a wide variety of forms, memoranda and correspondence;
- Operates photo copier, fax machine and other office machines;
- Answers telephones, takes messages and gives information;
- Opens and distributes mail;
- Interfaces with other departments, the public, vendors and outside agencies in person or by telephone;
- May type forms, memorandums and correspondence;
- May take inventory;
- May prepare, process and maintain accounting records;
- May collect, disperse, deposit and balance monies;
- May create charts, graph and forms;
- May serve as a receptionist;
- May operate a word processor and/or computer;
- May perform data entry into an automatic accounting or other data processing system;
- May compose correspondence, write manuals, compile information and prepare reports;
- May create and compile files;
- May proof read documents for conformance to source materials;
- Performs other duties as required.

MINIMUM QUALIFICATIONS:

The ability to perform general clerical duties such as filing, answering telephones and sorting documents; the ability to file in alphabetical, numerical and chronological order; and the ability to work closely with other employees and perform routine work.

CLASSIFICATION AND SPECIFICATIONS

TITLE: **ACCOUNTING CLERK I-III**

DEFINITION: Under direct supervision, performs various clerical accounting duties in the preparation, processing, and maintenance of accounting records.

DISTINGUISHING CHARACTERISTICS:

ACCOUNTING CLERK I – Entry level and/or performs routine duties of the classification.

ACCOUNTING CLERK II – Performs full range of duties (journey-level).

ACCOUNTING CLERK III – Performs the most complex duties under minimal supervision.

EXAMPLE OF DUTIES:

Accounting Clerk I:

- Receives training in various clerical accounting duties;
- Prepares, assembles, tabulates, verifies and files simple or routine bills, vouchers, invoices, requisitions and purchase orders;
- Proofs schedules;
- Performs less difficult reconciliations and comparisons of data using pre-established worksheets;
- Posts journals and ledgers;
- Performs data-entry into an automated accounting system which requires simple independent decisions;
- May provide support to Accounting Clerk II;
- Performs other duties as required.

Accounting Clerk II:

- Maintains accounting records (e.g. Accounts Payable, Grants Accounting, CIP or Billing) utilizing one (1) automated accounting system or subsystem which requires on-the-spot independent decisions for on-line data entry;
- Prepares, assembles, tabulates, verifies and files simple or routine bills, vouchers, invoices, requisitions and purchase orders;
- Reviews, analyzes and may interpret reports;
- Trains and/or explains accounting procedures and financial information;
- Researches projects and reconciliations;
- Prepares basic/standard journal entries and makes accounting allocations;
- Maintains subsidiary ledgers;
- Collects and accounts for cash receipts;
- Collects data for project billings;
- Prepares purchase requisitions for major construction contracts;
- May perform the duties of Accounting Clerk I level;
- May assist in preparing budget;
- May provide support to Accounting Clerk III;
- May direct Accounting Clerk I and/or other clerical personnel;
- Performs other related duties as required.

CLASSIFICATION AND SPECIFICATIONS

Accounting Clerk III:

- Maintains accounting records (e.g. Accounts Payable, Grants Accounting, CIP or Billing) utilizing two (2) automated accounting systems or subsystems including data entry, report output, and review and analysis of reports;
- Reconciles the more difficult accounts (i.e. Billing and Collections Systems, Fixed Asset System or Bank Reconciliations) to FMS;
- Maintains a full set of manual books;
- Performs all functions for handling and accounting of cash receipts and expenditures;
- Interfaces extensively with professional accountants or analysts, management, other departments, and the public in areas of systems, training and correspondence;
- Assists in preparing budget;
- May perform the duties of the Accounting Clerk II level;
- May provide support to Accounting Technician;
- May direct Accounting Clerk I and/or other clerical personnel;
- Performs other related duties as required.

MINIMUM REQUIREMENTS:

One (1) year of recent clerical accounting experience;

OR

Business education which includes successful completion of one or more courses in each of the following: elementary accounting or bookkeeping, office machines, office practices and procedures;

OR

Any combination of the education and experience stated above totaling one (1) year.

FULL SERVICE

Contractor does the recruiting services to locate, screen and evaluate applicants that meet the requirements for various temporary positions at the City of Long Beach.

<u>POSITION TITLE</u>	<u>Pay Rate</u>	<u>Bill Rate</u>	<u>% Mark UP</u>
Clerical Aide I	\$10.00/hr	\$ <u>12.88</u>	<u>28.8</u> %
Clerical Aide II	\$12.00/hr	\$ <u>15.46</u>	<u>28.8</u> %
Clerical Aide III	\$14.00 /hr	\$ <u>18.03</u>	<u>28.8</u> %

PAYROLL SERVICE

A particular City of Long Beach department requests a temporary employee that has been recruited by the City of Long Beach. This can include personal referrals, retired employees and non-career employees.

<u>POSITION TITLE</u>	<u>Pay Rate</u>	<u>Bill Rate</u>	<u>% Mark Up</u>
Clerical Aide I	\$10.00/hr	\$ <u>12.50</u>	<u>25</u> %
Clerical Aide II	\$12.00/hr	\$ <u>15.00</u>	<u>25</u> %
Clerical Aide III	\$14.00 /hr	\$ <u>17.50</u>	<u>25</u> %

The City of Long shall pay an hourly rate as listed above. Contractor shall bid mark up % charged to the City for the position listed.

FULL SERVICE

Contractor does the recruiting services to locate, screen and evaluate applicants that meet the requirements for various temporary positions at the City of Long Beach.

<u>POSITION TITLE</u>	<u>Pay Rate</u>	<u>Bill Rate</u>	<u>% Mark UP</u>
Accounting Clerk I	\$11.00/hr	\$ <u>14.17</u>	<u>28.8</u> %
Accounting Clerk II	\$13.00/hr	\$ <u>16.74</u>	<u>28.8</u> %
Accounting Clerk III	\$15.00/hr	\$ <u>19.32</u>	<u>28.8</u> %

PAYROLL SERVICE

A particular City of Long Beach department requests a temporary employee that has been recruited by the City of Long Beach. This can include personal referrals, retired employees and non-career employees.

<u>POSITION TITLE</u>	<u>Pay Rate</u>	<u>Bill Rate</u>	<u>% Mark Up</u>
Accounting Clerk I	\$11.00/hr	\$ <u>13.75</u>	<u>25</u> %
Accounting Clerk II	\$13.00/hr	\$ <u>16.25</u>	<u>25</u> %
Accounting Clerk III	\$15.00/hr	\$ <u>18.75</u>	<u>25</u> %

The City of Long shall pay an hourly rate as listed above. Contractor shall bid mark up % charged to the City for the position listed.

PAYMENT TERMS: _____ % _____ DAYS

Price increase shall not exceed 1.7 % during the first renewal period.

Price increase shall not exceed 1.7 % during the second renewal period.

Price increase shall not exceed 1.7 % during the third renewal period.



1. General Business Statement: Kimco Staffing Services, Inc. was founded in 1986 by Kim Megonigal, former President of Thomas Staffing. By the conclusion of 2006 – Kimco’s 20 Year Anniversary – we achieved over \$100 million in annual sales revenue with five specialty divisions and 28 branches located in Southern and Northern California. Today, Kimco is one of the nation’s largest and most respected independently-owned staffing firms with an impressive track record of growth and a reputation for being an Employer of Choice by client companies and employees alike. We fill more than 30,000 positions each year through one of our five specialized divisions:

- Kimco Office and Industrial Staffing (Southern California)
- Kimco Financial Solutions
- Kimco Technology Group
- MediQuest Staffing (Northern California)
- Kimco Office Pros (Northern California)

We are well positioned to service both clerical and financial positions for the City of Long Beach with office locations in Lakewood, Torrance, Santa Fe Springs, and other surrounding areas. We have experience servicing the City of Long Beach and many other business entities with similar staffing requirements; please see client references.

2. Client References: We are pleased to submit two client reference lists; one for the Kimco Office and Industrial Staffing Division and one for the Kimco Financial Solutions Division.

Kimco Office and Industrial Staffing

Ricoh Electronics (Kimco on-site client for 4 yrs.)
Rick Walsh, Vice President, Human Resources
1100 Valencia Ave.
Tustin, Ca. 92680
(714) 566-2544

City of Corona
Ms. Donna Villalobos
400 South Vicentia Ave.
Corona, Ca. 92879
(951) 736-2454

Mindspeed Technologies, Inc. (Kimco on-site client for 17 yrs.)
Flora Fuller, Director, Worldwide Facilities & Procurement
4000 Macarthur Blvd., East Tower
Newport Beach, Ca. 92660
(949) 579-6314

Los Angeles County of Education
Ms. Gail Reardon
9300 Imperial Highway
Downey, Ca 90242
(562) 803-8584

Tatung Corp. of America
Mr. Ray Fekrinia
2850 El Presideo Street
Long Beach, CA 90810
(310) 637-2105 ext 143

Client References (cont.)

Kimco Financial Solutions

Lisi Aerospace
Karla Godinez
2600 Skypark Drive
Torrance, Ca. 90505
(310) 326-8110

Metro PCS
Beth West
350 Commerce Drive
Irvine, Ca. 90602
(714) 730-3100

- 3. Work History:** Kimco Staffing Services, Inc. has been providing clerical staffing services since 1986, and financial/accounting staffing services since 1996, serving thousands of clients with clerical and accounting staffing needs. Regretfully, we have lost one contract in the last three years. The company data follows:

 - Advanced Medical Optics
 - Mr. Steve Cochren, Manager of Strategic Sourcing
 - 1700 St. Andrew Place
 - Santa Ana, CA. 92705
 - (714) 247-8546
- 4. Hours:** Kimco is fully capable of tracking the hours worked by all of our associates through our KAPS (Kimco's Advanced Placement Software) system. Kimco will comply with the City of Long Beach requirement that each temporary employee we provide work no more than 960 hours per 12-month period from July 1st to June 30. (See sample City of Long Beach Monthly Hours Report)
- 5. Account Representative:** Kimco Staffing Services will assign Bruce Davies as the City of Long Beach Account Manager. Bruce is an Area Manager in the Kimco organization, and he is available via cell phone or e-mail 24 hours per day. He will oversee all servicing of the City of Long Beach, and will commit to a 30-minute response time for temporary employees. In the event that Bruce Davies is unable to be contacted due to illness, vacation, etc., Erick Zepeda, Branch Manager of the Lakewood Kimco Office/Industrial Staffing office, will be available to respond to your needs.

- 6. Advertising/ Memberships:** Kimco utilizes many resources for our recruiting. We post open positions on CareerBuilder, Monster and other relevant sites for ongoing internet recruiting. Open positions are also posted on Kimco.com or www.southerncaliforniacareers.com. We post on college job boards and at a multitude of other sites to attract employees for the Long Beach market. We also have a strong grass roots recruiting program within each branch. This grassroots effort for the Lakewood branch includes:
- Participation in a minimum of four job fairs/year in Long Beach
 - Conducting a minimum of four branch open houses/year
 - Conducting “positive recruitments” at local recruiting sources
 - Ongoing communication with pre-qualified job developers and recruiting sources.
 - Print media as appropriate, but to a lesser degree than the sources identified above.
 - The Kimco Talent Scout Program which continues to pay bonuses to Kimco associates who refer candidates to us for placement. This Program is one of our strongest recruiting sources with over 30% of our associates coming to Kimco through the Talent Scout Program.
 - Networking for specialty positions through membership in industry-specific organizations
- 7. Confidentiality Statement:** Kimco will comply with your request for confidentiality. (See sample Confidentiality Statement)
- 8. Candidate Identification:** Kimco will provide all temporary associates with identification badges to be worn while an associate is on an assignment with the City of Long Beach. These badges will include the Kimco name and logo, as well as the name and photograph of the associate.
- 9. Personnel Request:** Kimco has included a sample of our customized fax order form and e-order form. We will be happy to implement usage of this form upon the approval of Kimco Staffing Services as an approved vendor for the next contract period.
- 10. Contractor Reporting:** Kimco will provide the City of Long Beach all Contractor Reports required by the City of Long Beach in the Invitation to Bid. (See sample City of Long Beach Monthly report)
- 11. Temp to Hire:** Kimco will offer the City of Long Beach a 160 hour Temporary to Direct Hire policy, with no conversion fee.



CONFIDENTIAL DISCLOSURE AGREEMENT
FOR TEMPORARY ASSOCIATES

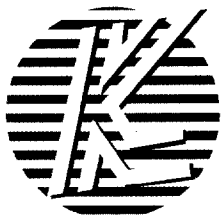
I understand that during the term of my employment with Kimco Staffing Services, Inc., I may have access to and become acquainted with information of confidential, proprietary or secret nature which is or may be either applicable or related to the present or future business of Kimco Staffing Services, Inc. and/ or the research and development of the business of Kimco Staffing Services, Inc. and its customers. For example, trade secret information includes, but is not limited to, devices, secret inventions, processes and compilations of information, records, specifications and information concerning customers or vendors of Kimco Staffing Services, Inc. or its customers. I agree that I shall, not disclose any of the above-mentioned trade secrets, directly or indirectly, or use them in any way, either during the term of this agreement or at any time thereafter, except as required in the course of my employment with Kimco Staffing Services, Inc. or with their client companies. I understand the above agreement should not be construed as constituting a promise of continued employment for at-will employment purposes.

Employee Name

Social Security Number

Employee Signature

Date



Kimco Staffing Service, Inc.

Expect Hire Results!

CONTINGENT WORKER REQUISITION

Date Form Initiated		Location		For agency use only	
				Requisition Number:	
Job Title		Grade Level	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect	Report to Supervisor (This person will edit EE's in Kronos)	
Department Name/#			Requestor		# Employees Requested
Desired Start Date		Assignment End Date		Phone Number	Fax Number
Report to Location		Work Attire		Daily Hours From: _____ To: _____	
Lunch <input type="checkbox"/> ½ Hour <input type="checkbox"/> 1 Hour		Overtime <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Occasionally		Interview / Resumes Required: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Normal Workdays <input type="checkbox"/> M - F <input type="checkbox"/> M - TH <input type="checkbox"/> Other (Please Specify)			Lifting Requirements / Other Comments		
Reason for Requirement		<input type="checkbox"/> Addition	<input type="checkbox"/> Replacement	<input type="checkbox"/> Open position	<input type="checkbox"/> Jury Duty
		<input type="checkbox"/> LOA/ Vacation	<input type="checkbox"/> Special Project	<input type="checkbox"/> Other (please specify)	
Job Description/ Duties/ Tasks					
<p>NOTE: Kimco employees will not be asked to perform any duties other than those duties identified above without prior written approval from Kimco. Kimco employees will not be permitted to climb on ladders or scaffolding over six feet high.</p>					
<input type="checkbox"/> Eye Protection		<input type="checkbox"/> Foot Protection		<input type="checkbox"/> Hearing Protection	<input type="checkbox"/> Head Protection
<input type="checkbox"/> Respiratory Protection		<input type="checkbox"/> Hand Protection		<input type="checkbox"/> Other (Specify): _____	
Please List Specific Items Required:					
Section Manager		Director		Division Manager	Group Manager
Date:		Date:		Date:	Date:

Kimco Current Temporary Staff 7/5/2006 - 1/07/2007

People Name	Start Date (as a temp)	Job Title	Location	Contract Hours	Total Current Hours	Hours Needed to Reach 960	LiveScan	PO #
LANGBECKER, DUKE	12/6/2006	*LIGHT IND. - SKILLED*		960.00	168.25	791.75	x	DPWA06003030
CUSUMANO, AUSTIN	12/18/2006	OFFICE ADMINISTRATION	DEPT OF PUBLIC WORKS	960.00	98.50	861.50	x	OFFICE
PETERSEN, MARILYN G	10/17/2006	CLERK II	DEPT OF PUBLIC WORKS	960.00	334.00	626.00	x	OFFICE
RAMOS, LUIS E	1/2/2007	GENERAL LABORER	DEPT OF PUBLIC WORKS	960.00	40.00	920.00		YARD
HALL, NAOMI V	12/20/2006	CLERK II	AIRPORT BUREAU	960.00	7.50	952.50	x	OFFICE
SEALS, CAMILLE	1/1/2007	CLERK II	AIRPORT BUREAU	960.00	384.75	575.25	x	OFFICE
WILSON, JOHNATHAN M	10/6/2006	CLERK I	AIRPORT BUREAU	960.00	216.00	744.00	x	AIRPORT
VAUGHAN, SHIRLEY J	3/7/2006	CLERK I	ANIMAL CONTROL	960.00	896.00	64.00	x	
SILVA, REBECCA	12/26/2006	RECEPTIONIST	CITY CLERK DEPARTMENT	960.00	70.00	890.00		CLERK DEPT.
BLUE, STEVEN H	10/11/2006	CLERK II	CIVIL SERVICE	960.00	451.25	508.75	x	
REVIS, ELIZABETH L	6/2/2006	CLERK II	CIVIL SERVICE	960.00	996.50	-36.50	x	
GARCIA, MARY L	1/4/2007	3A: ACCOUNTING CLERK	FINANCE MGMT GRANTS&ACTG	960.00	232.00	728.00	x	BPFM06000001
HAWKINS, ZELMA R	9/18/2006	CLERK II	HOUSING AUTHORITY	960.00	296.00	664.00	x	
JOHNSON, BRITTANY S	9/18/2006	CLERK II	HOUSING AUTHORITY	960.00	1023.50	-63.50	x	
INIGUEZ, ANGELICA	5/22/2006	CLERK I	HOUSING SERVICES BUREAU	960.00	1032.50	-72.50	x	
COGUT, LOUIS J	5/8/2006	IT SUPPORT	POLICE DEPARTMENT	960.00	1075.00	-115.00	x	
PHILLIPS, TAMELA T	8/1/2006	CLERK III	PURCHAING DEPARTMENT	960.00	839.00	121.00	x	
AGUILAR, JUANA M	10/30/2006	CLERK III	TECH SERVICES	960.00	306.00	654.00	x	
MORALES, DAVID C	1/20/2006	*LIGHT IND. - SKILLED*	TECH SERVICES	960.00	40.00	920.00	x	PO 05000821
DAVIS, ELIZABETH	2/14/2005	CLERK II	TRAFFIC OPERATIONS	960.00	818.75	141.25	x	

(To Be Filled In When Surety Is A Corporation)

BIDDER' S BOND

CITY OF LONG BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, _____
 _____, as Principal, and _____
 _____, a corporation, organized and existing under and by virtue of the
 laws of the State of _____, with its principal place of business in the City of _____
 _____, State of _____, with a paid up capital of not less than Two Hundred
 Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or
 becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied
 with all of the requirements of law of the State of California regulating the formation of admission of such
 corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a
 municipal corporation, organized under the laws of the State of California, and situated in the County of Los
 Angeles, in the sum of _____
 _____ Dollars (\$ _____), lawful money of the United States of America,
 for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators,
 successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal hereto attached shall be accepted by the City of Long Beach and the contract
 for delivery of goods, material, equipment or supplies, or for the furnishing of services, materials, supplies, labor
 and performing work, all as specified in the specifications, notice inviting bids and bid, be awarded to the Principal,
 and if Principal shall enter into a contract therefore with the City of Long Beach within ten (10) days after the
 contract is delivered to Principal for signature, and Principal shall, in connection with said contract, furnish and
 deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting
 bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with surety
 or sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

Name of Principal – Typed

By: _____
Signature of Principal's Officer

Name of Surety

By: _____
Signature of Surety's
Attorney-in-Fact

(Principal and Surety Shall Attach Notary's Certificate of Acknowledgement of Execution)



CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

333 W. OCEAN BLVD. LONG BEACH, CA 90802

PHONE 562-570-6361 FAX

ok

PURCHASING DIVISION

January 19, 2007

ADDENDUM NO. 1

TO: ALL BIDDERS

RE: BID NO. PA-00907 TEMPORARY CLERICAL SERVICES


Terms and Conditions remain as is as they apply to this Contract.

The City will be deleting the requirement for the "Faithful Performance Bond" Section VII Item C is deleted.

~~C. Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The amount of the bond shall be (Contractor shall complete) \$ _____ (which is 100% of the Contract amount) and shall be submitted within ten (10) calendar days after notice of award. The bond shall be submitted on the form included herein or obtained at the Office of the City Purchasing Agent (address above).~~

If you have any additional questions you may contact the Buyer Michelle Miller at 562-570-6020 or via email at michelle_miller@longbeach.gov.

Sincerely,


Jana Vargas
Purchasing Agent