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AGREEMENT
32184

THIS AGREEMENT is made and entered, in duplicate, as of April 20, 2011, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 19, 2011, by and between P.I.E. MANAGEMENT, L.L.C., a Michigan limited liability company ("Consultant"), with a place of business at 155 Riverview Drive, Anaheim Hills, California 92808, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with temporary staffing services ("Project"); and

WHEREAS, City issued a Request for Proposals ("RFP"), and Consultant submitted a proposal for temporary staffing services, attached hereto as Exhibit "A-1", and incorporated by this reference; and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed One Hundred Thousand Dollars (\$100,000) annually, at the rates or charges shown in Exhibit

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 "B".

2 B. Consultant may select the time and place of performance for
3 these services; provided, however, that access to City documents, records and the
4 like, if needed by Consultant, shall be available only during City's normal business
5 hours and provided that milestones for performance, if any, are met.

6 C. Consultant has requested to receive regular payments. City
7 shall pay Consultant in due course of payments following receipt from Consultant
8 and approval by City of invoices showing the services or task performed, the time
9 expended (if billing is hourly), and the name of the Project. Consultant shall certify
10 on the invoices that Consultant has performed the services in full conformance
11 with this Agreement and is entitled to receive payment. Each invoice shall be
12 accompanied by a progress report indicating the progress to date of services
13 performed and covered by the invoice, including a brief statement of any Project
14 problems and potential causes of delay in performance, and listing those services
15 that are projected for performance by Consultant during the next invoice cycle.
16 Where billing is done and payment is made on an hourly basis, the parties
17 acknowledge that this arrangement is either customary practice for Consultant's
18 profession, industry or business, or is necessary to satisfy audit and legal
19 requirements which may arise due to the fact that City is a municipality.

20 D. Consultant represents that Consultant has obtained all
21 necessary information on conditions and circumstances that may affect its
22 performance and has conducted site visits, if necessary.

23 E. CAUTION: Consultant shall not begin work until this
24 Agreement has been signed by both parties and until Consultant's evidence of
25 insurance has been delivered to and approved by City.

26 2. TERM. The term of this Agreement shall commence at midnight on
27 May 29, 2011, and shall terminate at 11:59 p.m. on May 28, 2012, unless sooner
28 terminated as provided in this Agreement, or unless the services or the Project is

1 completed sooner. The parties have the option to renew this Agreement for two (2)
2 additional one (1) year periods.

3 3. COORDINATION AND ORGANIZATION.

4 A. Consultant shall coordinate its performance with City's
5 representative, if any, named in Exhibit "C", attached to this Agreement and
6 incorporated by this reference. Consultant shall advise and inform City's
7 representative of the work in progress on the Project in sufficient detail so as to
8 assist City's representative in making presentations and in holding meetings on
9 the Project. City shall furnish to Consultant information or materials, if any,
10 described in Exhibit "D", attached to this Agreement and incorporated by this
11 reference, and shall perform any other tasks described in the Exhibit.

12 B. The parties acknowledge that a substantial inducement to City
13 for entering this Agreement was and is the reputation and skill of Consultant's key
14 employee, William Phillips. City shall have the right to approve any person
15 proposed by Consultant to replace that key employee.

16 4. INDEPENDENT CONTRACTOR. In performing its services,
17 Consultant is and shall act as an independent contractor and not an employee,
18 representative or agent of City. Consultant shall have control of Consultant's work and
19 the manner in which it is performed. Consultant shall be free to contract for similar
20 services to be performed for others during this Agreement; provided, however, that
21 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
22 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
23 Consultant's compensation; (b) City will not secure workers' compensation or pay
24 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
25 and Consultant is not entitled to any of the usual and customary rights, benefits or
26 privileges of City employees. Consultant expressly warrants that neither Consultant nor
27 any of Consultant's employees or agents shall represent themselves to be employees or
28 agents of City.

1 5. INSURANCE.

2 A. As a condition precedent to the effectiveness of this
3 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
4 duration of this Agreement, from insurance companies that are admitted to write
5 insurance in California and have ratings of or equivalent to A:V by A.M. Best
6 Company or from authorized non-admitted insurance companies subject to
7 Section 1763 of the California Insurance Code and that have ratings of or
8 equivalent to A:VIII by A.M. Best Company, the following insurance:

9 (a) Commercial general liability insurance (equivalent in scope to
10 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
11 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
12 coverage shall include but not be limited to broad form contractual liability,
13 cross liability, independent contractors liability, and products and
14 completed operations liability. City, its boards and commissions, and their
15 officials, employees and agents shall be named as additional insureds by
16 endorsement (on City's endorsement form or on an endorsement
17 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
18 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
19 CG 20 37 07 04), and this insurance shall contain no special limitations on
20 the scope of protection given to City, its boards and commissions, and
21 their officials, employees and agents. This policy shall be endorsed to
22 state that the insurer waives its right of subrogation against City, its boards
23 and commissions, and their officials, employees and agents.

24 (b) Workers' Compensation insurance as required by the California
25 Labor Code and employer's liability insurance in an amount not less than
26 \$1,000,000. This policy shall be endorsed to state that the insurer waives
27 its right of subrogation against City, its boards and commissions, and their
28 officials, employees and agents.

1 (c) Professional liability or errors and omissions insurance in an
2 amount not less than \$1,000,000 per claim.

3 (d) Commercial automobile liability insurance (equivalent in scope
4 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
5 amount not less than \$500,000 combined single limit per accident.

6 B. Any self-insurance program, self-insured retention, or
7 deductible must be separately approved in writing by City's Risk Manager or
8 designee and shall protect City, its officials, employees and agents in the same
9 manner and to the same extent as they would have been protected had the policy
10 or policies not contained retention or deductible provisions.

11 C. Each insurance policy shall be endorsed to state that
12 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
13 days prior written notice to City, shall be primary and not contributing to any other
14 insurance or self-insurance maintained by City, and shall be endorsed to state that
15 coverage maintained by City shall be excess to and shall not contribute to
16 insurance or self-insurance maintained by Consultant. Consultant shall notify City
17 in writing within five (5) days after any insurance has been voided by the insurer or
18 cancelled by the insured.

19 D. If this coverage is written on a "claims made" basis, it must
20 provide for an extended reporting period of not less than one hundred eighty (180)
21 days, commencing on the date this Agreement expires or is terminated, unless
22 Consultant guarantees that Consultant will provide to City evidence of
23 uninterrupted, continuing coverage for a period of not less than three (3) years,
24 commencing on the date this Agreement expires or is terminated.

25 E. Consultant shall require that all subconsultants or contractors
26 that Consultant uses in the performance of these services maintain insurance in
27 compliance with this Section unless otherwise agreed in writing by City's Risk
28 Manager or designee.

1 F. Prior to the start of performance, Consultant shall deliver to
2 City certificates of insurance and the endorsements for approval as to sufficiency
3 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
4 the insurance, furnish to City certificates of insurance and endorsements
5 evidencing renewal of the insurance. City reserves the right to require complete
6 certified copies of all policies of Consultant and Consultant's subconsultants and
7 contractors, at any time. Consultant shall make available to City's Risk Manager
8 or designee all books, records and other information relating to this insurance,
9 during normal business hours.

10 G. Any modification or waiver of these insurance requirements
11 shall only be made with the approval of City's Risk Manager or designee. Not
12 more frequently than once a year, City's Risk Manager or designee may require
13 that Consultant, Consultant's subconsultants and contractors change the amount,
14 scope or types of coverages required in this Section if, in his or her sole opinion,
15 the amount, scope or types of coverages are not adequate.

16 H. The procuring or existence of insurance shall not be
17 construed or deemed as a limitation on liability relating to Consultant's
18 performance or as full performance of or compliance with the indemnification
19 provisions of this Agreement.

20 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
21 contemplates the personal services of Consultant and Consultant's employees, and the
22 parties acknowledge that a substantial inducement to City for entering this Agreement
23 was and is the professional reputation and competence of Consultant and Consultant's
24 employees. Consultant shall not assign its rights or delegate its duties under this
25 Agreement, or any interest in this Agreement, or any portion of it, without the prior
26 approval of City, except that Consultant may with the prior approval of the City Manager
27 of City, assign any moneys due or to become due Consultant under this Agreement. Any
28 attempted assignment or delegation shall be void, and any assignee or delegate shall

1 acquire no right or interest by reason of an attempted assignment or delegation.
2 Furthermore, Consultant shall not subcontract any portion of its performance without the
3 prior approval of the City Manager or designee, or substitute an approved subconsultant
4 or contractor without approval prior to the substitution. Nothing stated in this Section
5 shall prevent Consultant from employing as many employees as Consultant deems
6 necessary for performance of this Agreement.

7 7. CONFLICT OF INTEREST. Consultant, by executing this
8 Agreement, certifies that, at the time Consultant executes this Agreement and for its
9 duration, Consultant does not and will not perform services for any other client which
10 would create a conflict, whether monetary or otherwise, as between the interests of City
11 and the interests of that other client. And, Consultant shall obtain similar certifications
12 from Consultant's employees, subconsultants and contractors.

13 8. MATERIALS. Consultant shall furnish all labor and supervision,
14 supplies, materials, tools, machinery, equipment, appliances, transportation and services
15 necessary to or used in the performance of Consultant's obligations under this
16 Agreement, except as stated in Exhibit "D".

17 9. OWNERSHIP OF DATA. All materials, information and data
18 prepared, developed or assembled by Consultant or furnished to Consultant in
19 connection with this Agreement, including but not limited to documents, estimates,
20 calculations, studies, maps, graphs, charts, computer disks, computer source
21 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
22 information, material and memorandum ("Data") shall be the exclusive property of City.
23 Data shall be given to City, and City shall have the unrestricted right to use and disclose
24 the Data in any manner and for any purpose without payment of further compensation to
25 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
26 Data shall not be made available to any person or entity for use without the prior approval
27 of City. This warranty shall survive termination of this Agreement for five (5) years.

28 10. TERMINATION. Either party shall have the right to terminate this

1 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
2 prior notice to the other party. In the event of termination under this Section, City shall
3 pay Consultant for services satisfactorily performed and costs incurred up to the effective
4 date of termination for which Consultant has not been previously paid. The procedures
5 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
6 termination, Consultant shall deliver to City all Data developed or accumulated in the
7 performance of this Agreement, whether in draft or final form, or in process. And,
8 Consultant acknowledges and agrees that City's obligation to make final payment is
9 conditioned on Consultant's delivery of the Data to City.

10 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
11 shall not disclose the Data or use the Data directly or indirectly, other than in the course
12 of performing its services, during the term of this Agreement and for five (5) years
13 following expiration or termination of this Agreement. In addition, Consultant shall keep
14 confidential all information, whether written, oral or visual, obtained by any means
15 whatsoever in the course of performing its services for the same period of time.
16 Consultant shall not disclose any or all of the Data to any third party, or use it for
17 Consultant's own benefit or the benefit of others except for the purpose of this
18 Agreement.

19 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
20 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
21 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
22 without breach of this Agreement by Consultant; or (c) a third party who has a right to
23 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
24 disclosed pursuant to subpoena or court order.

25 13. ADDITIONAL COSTS AND REDESIGN.

26 A. Any costs incurred by City due to Consultant's failure to meet
27 the standards required by the scope of work or Consultant's failure to perform fully
28 the tasks described in the scope of work which, in either case, causes City to

1 request that Consultant perform again all or part of the Scope of Work shall be at
2 the sole cost of Consultant and City shall not pay any additional compensation to
3 Consultant for its re-performance.

4 B. If the Project involves construction and the scope of work
5 requires Consultant to prepare plans and specifications with an estimate of the
6 cost of construction, then Consultant may be required to modify the plans and
7 specifications, any construction documents relating to the plans and specifications,
8 and Consultant's estimate, at no cost to City, when the lowest bid for construction
9 received by City exceeds by more than ten percent (10%) Consultant's estimate.
10 This modification shall be submitted in a timely fashion to allow City to receive new
11 bids within four (4) months after the date on which the original plans and
12 specifications were submitted by Consultant.

13 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
14 amended, nor any provision or breach waived, except in writing signed by the parties
15 which expressly refers to this Agreement.

16 15. LAW. This Agreement shall be governed by and construed pursuant
17 to the laws of the State of California (except those provisions of California law pertaining
18 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
19 regulations of and obtain all permits, licenses and certificates required by all federal, state
20 and local governmental authorities.

21 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
22 constitutes the entire understanding between the parties and supersedes all other
23 agreements, oral or written, with respect to the subject matter in this Agreement.

24 17. INDEMNITY.

25 A. Consultant shall indemnify, protect and hold harmless City, its
26 Boards, Commissions, and their officials, employees and agents ("Indemnified
27 Parties"), from and against any and all liability, claims, demands, damage, loss,
28 obligations, causes of action, proceedings, awards, fines, judgments, penalties,

1 costs and expenses, including attorneys' fees, court costs, expert and witness
2 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
3 whole or in part, out of or in connection with (1) Consultant's breach or failure to
4 comply with any of its obligations contained in this Agreement, or (2) negligent or
5 willful acts, errors, omissions or misrepresentations committed by Consultant, its
6 officers, employees, agents, subcontractors, or anyone under Consultant's control,
7 in the performance of work or services under this Agreement (collectively "Claims"
8 or individually "Claim").

9 B. In addition to Consultant's duty to indemnify, Consultant shall
10 have a separate and wholly independent duty to defend Indemnified Parties at
11 Consultant's expense by legal counsel approved by City, from and against all
12 Claims, and shall continue this defense until the Claims are resolved, whether by
13 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
14 breach, or the like on the part of Consultant shall be required for the duty to defend
15 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
16 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
17 in the defense.

18 C. If a court of competent jurisdiction determines that a Claim
19 was caused by the sole negligence or willful misconduct of Indemnified Parties,
20 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
21 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
22 percentage of willful misconduct attributed by the court to the Indemnified Parties.

23 D. The provisions of this Section shall survive the expiration or
24 termination of this Agreement.

25 18. AMBIGUITY. In the event of any conflict or ambiguity between this
26 Agreement and any Exhibit, the provisions of this Agreement shall govern.

27 19. COSTS. If there is any legal proceeding between the parties to
28 enforce or interpret this Agreement or to protect or establish any rights or remedies under

1 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

2 20. NONDISCRIMINATION.

3 A. In connection with performance of this Agreement and subject
4 to applicable rules and regulations, Consultant shall not discriminate against any
5 employee or applicant for employment because of race, religion, national origin,
6 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
7 disability. Consultant shall ensure that applicants are employed, and that
8 employees are treated during their employment, without regard to these bases.
9 These actions shall include, but not be limited to, the following: employment,
10 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
11 termination; rates of pay or other forms of compensation; and selection for training,
12 including apprenticeship.

13 B. It is the policy of City to encourage the participation of
14 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
15 procurement process, and Consultant agrees to use its best efforts to carry out
16 this policy in its use of subconsultants and contractors to the fullest extent
17 consistent with the efficient performance of this Agreement. Consultant may rely
18 on written representations by subconsultants and contractors regarding their
19 status. Consultant shall report to City in May and in December or, in the case of
20 short-term agreements, prior to invoicing for final payment, the names of all
21 subconsultants and contractors hired by Consultant for this Project and information
22 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
23 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
24 637).

25 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
26 accordance with the provisions of the Ordinance, this Agreement is subject to the
27 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
28 Long Beach Municipal Code, as amended from time to time.

1 A. During the performance of this Agreement, the Consultant
2 certifies and represents that the Consultant will comply with the EBO. The
3 Consultant agrees to post the following statement in conspicuous places at its
4 place of business available to employees and applicants for employment:

5 “During the performance of a contract with the City of Long Beach,
6 the Consultant will provide equal benefits to employees with spouses and its
7 employees with domestic partners. Additional information about the City of
8 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
9 Long Beach Business Services Division at 562-570-6200.”

10 B. The failure of the Consultant to comply with the EBO will be
11 deemed to be a material breach of the Agreement by the City.

12 C. If the Consultant fails to comply with the EBO, the City may
13 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
14 or to become due under the Agreement may be retained by the City. The City
15 may also pursue any and all other remedies at law or in equity for any breach.

16 D. Failure to comply with the EBO may be used as evidence
17 against the Consultant in actions taken pursuant to the provisions of Long Beach
18 Municipal Code 2.93 et seq., Contractor Responsibility.

19 E. If the City determines that the Consultant has set up or used
20 its contracting entity for the purpose of evading the intent of the EBO, the City may
21 terminate the Agreement on behalf of the City. Violation of this provision may be
22 used as evidence against the Consultant in actions taken pursuant to the
23 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
24 Responsibility.

25 22. NOTICES. Any notice or approval required by this Agreement shall
26 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
27 postage prepaid, addressed to Consultant at the address first stated above, and to City at
28 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a

1 copy to the City Engineer at the same address. Notice of change of address shall be
2 given in the same manner as stated for other notices. Notice shall be deemed given on
3 the date deposited in the mail or on the date personal delivery is made, whichever occurs
4 first.

5 23. COPYRIGHTS AND PATENT RIGHTS.

6 A. Consultant shall place the following copyright protection on all
7 Data: © City of Long Beach, California _____, inserting the appropriate year.

8 B. City reserves the exclusive right to seek and obtain a patent
9 or copyright registration on any Data or other result arising from Consultant's
10 performance of this Agreement. By executing this Agreement, Consultant assigns
11 any ownership interest Consultant may have in the Data to City.

12 C. Consultant warrants that the Data does not violate or infringe
13 any patent, copyright, trade secret or other proprietary right of any other party.
14 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
15 and employees harmless from any and all claims, demands, damages, loss,
16 liability, causes of action, costs or expenses (including reasonable attorney's fees)
17 whether or not reduced to judgment, arising from any breach or alleged breach of
18 this warranty.

19 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
20 that Consultant has not employed or retained any entity or person to solicit or obtain this
21 Agreement and that Consultant has not paid or agreed to pay any entity or person any
22 fee, commission or other monies based on or from the award of this Agreement. If
23 Consultant breaches this warranty, City shall have the right to terminate this Agreement
24 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
25 from payments due under this Agreement or otherwise recover the full amount of the fee,
26 commission or other monies.

27 25. WAIVER. The acceptance of any services or the payment of any
28 money by City shall not operate as a waiver of any provision of this Agreement or of any

1 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
2 Agreement shall not constitute a waiver of any other or subsequent breach of this
3 Agreement.

4 26. CONTINUATION. Termination or expiration of this Agreement shall
5 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
6 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

7 27. TAX REPORTING. As required by federal and state law, City is
8 obligated to and will report the payment of compensation to Consultant on Form 1099-
9 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
10 resulting from payments under this Agreement. Consultant shall submit Consultant's
11 Employer Identification Number (EIN), or Consultant's Social Security Number if
12 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
13 Financial Management. Consultant acknowledges and agrees that City has no obligation
14 to pay Consultant until Consultant provides one of these numbers.

15 28. ADVERTISING. Consultant shall not use the name of City, its
16 officials or employees in any advertising or solicitation for business or as a reference,
17 without the prior approval of the City Manager or designee.

18 29. AUDIT. City shall have the right at all reasonable times during the
19 term of this Agreement and for a period of five (5) years after termination or expiration of
20 this Agreement to examine, audit, inspect, review, extract information from and copy all
21 books, records, accounts and other documents of Consultant relating to this Agreement.

22 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
23 designed to or entered for the purpose of creating any benefit or right for any person or
24 entity of any kind that is not a party to this Agreement.

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 P.I.E. MANAGEMENT, L.L.C., a Michigan
4 limited liability company

5 May 16, 2011

6 By William A. Phillips
7 William A. Phillips
8 Managing Member
9 Type or Print Name

10 "Consultant"

11 CITY OF LONG BEACH, a municipal
12 corporation **Assistant City Manager**

13 6-10, 2011

14 By [Signature] EXECUTED PURSUANT
15 [Signature] TO SECTION 301 OF
16 City Manager THE CITY CHARTER.

17 "City"

18 This Agreement is approved as to form on 5-25, 2011.

19 ROBERT E. SHANNON, City Attorney

20 By [Signature]
21 Deputy

22 OFFICE OF THE CITY ATTORNEY
23 ROBERT E. SHANNON, City Attorney
24 333 West Ocean Boulevard, 11th Floor
25 Long Beach, CA 90802-4664

EXHIBIT “A-1”



P.I.E. MANAGEMENT, L.L.C.

January 19, 2011

City of Long Beach
Purchasing Division
Attn: Yvonne A. Lucas
333 West Ocean Blvd.
7th Floor
Long Beach, California 90802

RE: Response to Request for Proposal for Temporary Staffing Services (No. FM11-015)

Ms. Lucas:

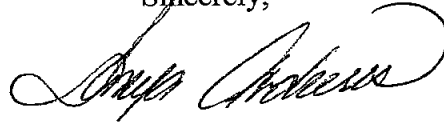
Herewith is a proposal by P.I.E. Management, L.L.C. ("PIE") in response to the City of Long Beach Request for Proposal for Temporary Staffing Services (No. FM11-015) (the "Request for Proposal"). Our proposal will remain firm for a period of 180 days from the date hereof and thereafter until the first of the following occurs: a) we withdraw it; b) a contract is executed with the City of Long Beach; or c) the procurement is terminated by the City of Long Beach.

PIE is a professional service company founded in 2002 whose mission is to provide exceptional services that exceed your expectations. PIE provides staffing solutions to municipalities, colleges and Fortune 500 companies. Our maintenance of our mission has allowed PIE to grow from a home-based entity to a multi-million dollar enterprise with offices in Anaheim Hills, California; Detroit, Michigan; Grand Rapids, Michigan, Fort Worth, Texas; and Manassas, Virginia.

PIE is committed to providing only the optimal solution for your staffing needs. We implement rigorous screening and testing procedures to ensure our clients that they are receiving the best caliber of staff. With over 25 years of professional services experience from PIE's leadership team, an extensive employee database, a vast array of resources and connections, and a team of individuals dedicated to understanding the City of Long Beach's particular needs and unique environment, PIE is equipped and ready to exceed your expectations.

We look forward to working with you in the future. Should questions arise, please feel free to contact me.

Sincerely,



Tanya Andrews
Director of Operations
P.I.E. Management, L.L.C.



8.1 Primary Contractor Information

PIE is a limited liability company organized in the State of Michigan on January 3, 2002. PIE is solely owned by William A. Phillips, who is also the company's President. PIE has grown from a single person home business to a multi-million dollar enterprise with offices in Anaheim Hills, California; Detroit, Michigan; Grand Rapids, Michigan; Fort Worth, Texas; and Manassas, Virginia. Our Anaheim Hills office handles all California accounts and is located at:

155 N. Riverview Drive
Anaheim Hills, California 92808

PIE currently has 49 employees and has provided staffing solutions to municipalities since 2003. Staffing Industry Analysts recently named PIE as one of the 25 Fastest Growing Staffing Firms in the Country. Our growth is due to a dedicated staff and adherence to our mission.

ABILITY, CAPACITY, AND SKILLS

Past Performance

PIE is a professional service provider which assists our customers with staffing, call center, and payment processing solutions. Our company mission is "to provide exceptional services which exceed the expectations of our customers." PIE provides professional services solutions for municipalities, universities and Fortune 500 companies. Some of our clients include: Tarrant County, Texas; City of Lancaster, Texas; City of Detroit, Michigan; County of Prince William, Virginia; Oakland County, Michigan; the State of North Carolina; the University of Houston-Victoria and Wayne County Airport Authority (Michigan). We provide these clients with project managers, laborers, program directors, programmers, analysts, IT department supervisors, web developers, desktop support, administrative assistants, clerks, data processors, hosts, greeters, secretaries, mailroom assistants, security guards, and other office support. We have provided a bi-lingual staff, as well as, trained and delivered over 500 employees for an assignment on less than one week notice. In fact, we consider bi-lingual staffing as our niche considering our extensive database of such potential staffers.

We are currently the primary staffing vendor in Tarrant County, Texas and the City of Lancaster, Texas. For Tarrant County, PIE provides administrative staffing. Our contract is for the entire County and our workers currently are within several Tarrant County Departments. In Lancaster, we provide all temporary staffing.

PIE has provided staffing solutions to the City of Detroit's Department of Elections, Information Technology Services ("ITS") Department and Department of Administrative Hearings since 2006.

We currently provide data entry and IT support for the City of Detroit Department of Elections. These workers are on assignment from one month to year-round. In fact, some of our



155 N. RIVERVIEW DR. ANAHEIM HILLS, CA 92808

PHONE: (714) 769-9095 FAX: (714) 585-1500 WWW.PIEMANAGEMENT.COM

workers have been on assignment since the beginning of our contract. PIE has also provided election workers for the City of Detroit Department of Elections. In 2008, we provided over 500 Election Day workers. All of these workers were recruited, trained and supplied by PIE.

For the City of Detroit's ITS Department, the State of North Carolina and Oakland County, Michigan, PIE provides staffing for various IT related positions. Such staffing includes, but is not limited to, project managers, web designers, data entry clerks, programmers and IT consultants.

For the City of Detroit's Department of Administrative Hearings and Washtenaw County we provide administrative staffing. PIE provides project managers, court clerks, accounting clerks, receptionist, secretaries and cashiers to these entities. Such parties are responsible for filing, administrative assistance and cash handling therein.

We provide seasonal staffing for the Wayne County Airport Authority. In the past, PIE has supplied staffing for the Airport Authority's Parking Department.

We are the primary vendor for 8 positions and secondary vendor for 5 positions for Prince Williams County, Virginia for various types of positions. PIE is the primary vendor for Real Estate Appraisal Trainee, Human Services Worker I and II, Associate Social Worker, Child Protective Services Investigator and Winter Shelter Monitor positions. PIE is the secondary vendor for the Accounting Assistant, Social Worker I, Human Services Worker III, Courier and Senior Winter Shelter Monitor positions. We are also secondary vendor for administrative, courier and laborer staffing at the University of Houston-Victoria.

This month PIE received an award letter from State of Michigan to provide administrative staffing. Our assignment with them is set to begin February 2, 2011.

For the past 8 years our staff has assisted our customers in meeting their staffing goals and objectives. Our staffing delivery requirements have ranged from over 500 employees to a single employee. We are available 24 hours a day and agree to respond within one (1) hour of the City's initial request and have an assigned employee on site within two (2) hours of our response. For several of our clients, our past performance has resulted in both renewal and expansion of service agreements.

Our success is a result of extensive background checks, interviewing and training. Executive members of PIE will meet with your staff to determine the goals and objectives of the City at the beginning of the project. Once the goals and objectives are clearly defined, PIE will use its extensive employee database, resources and understanding of the City's unique environment to identify staffing which will exceed your expectations.



Database

PIE currently has an extensive database of potential employees to fill the positions we provide. We, however, do not depend on this database alone. We place ads for positions and our internal staff searches for the right potential employees. Their searches include review of Careerbuilders, Hotjobs and other job search sites, as well as contacting local job training programs, local chambers, the Urban League, and other professional organizations related to specific positions to notify them of our desire to collect resumes. This process is done on a continual base so that our database of potential employees remains at a level for which we can immediately fill positions with the best people available.

We currently have cashiers, administrative assistants, clerks, data processors, secretaries, mailroom assistants, customer service representatives, data entry specialist, security guards, project managers, program directors, programmers, analysis, IT department supervisors, web developers, desktop support, IT auditors, accountants, fiscal analysts, software developers, instructors, and analysts, technical writers, service desk analysts, network and web platform administrators, management consultants, business analysts, mainframe developers, database administrators, personal computer support specialists, Microsoft server administrators, web application support specialists, web portal administrators, DW management consultants, DW/BI architects and developers, video production specialists, marketing and media specialists, CA Service Desk application architects and implementation consultants, real estate appraisers, human services workers, social workers, child protective services investigators, winter shelter monitors positions, accounting assistants, couriers, laborers and medical transcriptionist in our database.

PIE's current database is reviewed and updated weekly to ensure we have employees to fill positions requested by our clients. In addition, PIE also contacts all the employees in our database weekly to ensure employee availability for assignment and still currently seeking placement.

All potential employees are interviewed before they are placed in our database. Such employee also undergoes a second interview specific to the assignment before they are placed.

SERVICE MANAGEMENT PLAN

Quality Assurance

In addition interviewing, all prospective employees are required to pass job requirement testing and a background check. In addition, each candidate undergoes training.

Job requirement testing is based on the assignment. Each applicant will undergo testing by PreVisor before their information is forwarded to the City. PreVisor, is a leading provider of pre-employment assessments and employee selection solutions. Following the rigorous



standards of industrial-organizational psychology, PreVisor's assessments content accurately predicts on-the-job performance and supports fair hiring practices.

PIE performs criminal, educational, employment and citizenship background checks. Our criminal background checks are performed by Quick Search, however for this Project shall be performed by Live Scan as set forth in the Request for Proposal. Employment and educational background checks are performed by Theo Private Investigations. Citizenship verifications are performed internally.

We will assure that persons offered an assignment will meet your goals and objectives and are properly trained. As with testing, the training is based on the assignment. All of our staffer for this Project, however, will be trained on customer relations. By working with several other municipal clients we understand the importance of having a staff that can interact with the citizens and internal staff.

All testing, screening, measures and evaluations are administered in compliance with state and federal equal employment opportunity laws, including but not limited to the Elliot Larson Civil Rights Act and Title VII of the Civil Rights Act of 1964.

Evaluation and monitoring of performance shall be based upon agreed standards with the City. We request that such be identified during our kick-off meeting.

Delivery of Services

PIE's management team has over 25 collective years of professional services experience. We recognize that implementation requires the availability and the right mix of talented and dedicated staff. As a result, our President William A. Phillips and Director of Operation, Tanya Andrews will participate in the project from beginning to end. In addition, upon award of the contract, PIE shall designate a dedicated account representative. Mr. Phillips and Ms. Andrews resume are attached hereto.

PIE shall respond to requests from the City within two (2) hours of receipt of request for temporary staff. The City may provide the notification either by phone or email. PIE will provide a dedicated phone line and email address for the City for this Project. PIE will provide resumes and background reports on an agreed upon amount of potential staffers to the requesting City department supervisor.

PIE will provide time sheets the City's Project Manager each week. Such time sheets will be provided on Monday of each week and we request delivery of completed signed timesheets by the following Monday. To ensure accuracy, we request that the appropriate City department supervisor execute the timesheet along with the staffer. We do not allow any errors or correction thereof on the timesheets.

PIE along with any staffer provided will work as an independent contractor with no employer-employee relationship with the City. We will notify the City once a staffer has worked 800 hours, 880 hours and 920 hours to prevent such staffer from exceeding 960 hours.



PIE shall provide monthly reports to the City. PIE agrees that the contents and format of the reports shall be designated by the City.

Problem Identification and Resolution

As previously stated, Tanya Andrews and a dedicated account representative will manage this project, thus performance issues identified by the City therefore are to be forwarded to Ms. Andrews. Ms. Andrews will review the issue with the City's Project Manager. Unsatisfactory personnel will be removed on the day notified by the City. Our normal process is to ask the client if they would like the individual removed by the end of the day or immediately. In either event, someone from PIE will discuss removal with the terminated staffer. PIE commits to replace the terminated staffer within 24 hours. Normally, we provide resumes of potential replacement to you within several hours of request for termination. Upon approval of such replacement staffer, PIE will onboard the staffer and arrange for them to be on site the following business day.

PIE will not charge the City for the services of any staffer terminated due to performance that has been on site for less than 24 hours.

All client complaints not requesting termination are forwarded to Ms. Andrews through a customer complaint referral form. Ms. Andrews is then responsible for investigating the complaint. If we determine that the staffer acted inappropriately they are disciplined and re-trained if not terminated. Ms. Andrews is required to review and complete investigation of complaints within 2 business days. After investigation of the complaint, Ms. Andrews will further discuss the complaint and disciplinary action with the City's Project Manager. All customer complaints are kept in the employee's file. Supervisors are required to review staff files to determine the frequency of complaints. Those staffers receiving frequent complaints are terminated.

Vendor/City Interface

Interface and communications between the City and PIE will be conducted by Ms. Andrews, Mr. Phillips and a dedicated account representative. Interface can be made via telephone, facsimile, email, US Postal Service at the information listed below:

Contact Information

Tanya Andrews
Director of Operations
P.I.E. Management, L.L.C.
155 North Riverview Drive
Anaheim Hills, CA 92808
(714) 769-9095 (office)
(714) 685-1500 (fax)
tandrews@piemanagement.com



As stated before, PIE shall provide a dedicated phone and email address to the City for this Project. Interpersonal interface can also be accommodated as requested by the City.

CONCLUSION

PIE has not been terminated by any client nor involved in any litigation. This clean track record is a result of our performance and professionalism.

PIE also does not have any conflict of interest with the City. We have thoroughly examined the Request for Proposal and became familiar with the services required therein and have the capacity to provide the services requested by the City. We also accept the terms and conditions set forth in the Request for Proposal.

PIE has the proven experience, staff, resources and commitment to provide the City with the finest staffing solutions available. PIE guarantees to provide a loyal and committed staff that will represent you professionally at all times. We also guarantee to provide staffing solutions that will exceed your expectations.

8.3 References

The following are references for PIE:

① Client: City of Detroit, ITS Department
Length: 7/2007- Present
Contact: Charles Dodd, Deputy Director
Phone No: 313-224-1774
Email: cdodd@detroitmi.gov

PIE currently provides IT Staffing throughout the City of Detroit. We provide Project Managers, Web Developers, Business Analysis, Desk Support and other IT professionals.

② Client: City of Detroit, Department of Administrative Hearings
Length: 6/2006-Present
Contact: Medina Abdun-Noor, Director
Phone No: 313-224-0098
Email: NoorM@detroitmi.gov

PIE currently provides office support for the City of Detroit Department of Administrative Hearings.



③ Client: City of Detroit, Department of Elections
Length: 2007 - Present
Contact: Daniel Baxter, Director
Phone No: 313-876-0190
Email: BaxterD@detroitmi.gov

PIE currently provides both IT and administrative support for this Department.

④ Client: Tarrant County, Texas
Length: 8/2009-Present
Contact: Dianna Lee, Senior Buyer
Phone No: 817-884-1143
dalee@tarrantcounty.com

PIE currently provides administrative support throughout Tarrant County.

⑤ Client: City of Lancaster, Texas
Length: 12/2009-Present
Contact: Dawn Berry, Purchasing Agent
Phone No: 972-218-1329
dberry@lanaster-tx.com

PIE currently provides temporary support throughout the City of Lancaster.

Resumes

Forms

Insurance



MANAGEMENT LLC

155 N. RIVERVIEW DR. ANAHEIM HILLS, CA 92808

PHONE: (714) 769-9095 FAX: (714) 625-1500



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

City of Long Beach
 Request For Proposal No. FM11-015
 For
 Temporary Staffing Services

Release Date: December 28, 2010
 Due Date: January 20, 2011

For additional information, please contact:
Purchasing Division, 562/570-6200
 This RFP is available in an alternative format by calling 562/570-6200

See Page 5 for instructions on submitting proposals.

Company Name P.I.E. Management, L.L.C. Contact Person William Phillips

Address 155 Riverview Drive City Anaheim Hills State CA Zip 92808

Telephone (714) 769-9095 Fax (714) 685-1500 Federal Tax ID No. [REDACTED]

Prices contained in this proposal are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 1/18/11

Signed *Tanya Andrews*

Print Name & Title Tanya Andrews, Director of Operations



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

7. **WARRANTY/MAINTENANCE AND SERVICE**

Not applicable.

8. **COMPANY BACKGROUND AND REFERENCES**

8.1 PRIMARY CONTRACTOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state vendor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- Company background/history and why vendor is qualified to provide the services described in this RFP.
- Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

8.2 SUBCONTRACTOR INFORMATION

8.2.1 Does this proposal include the use of subcontractors?

Yes _____ No xx Initials AK

If "Yes", vendor must:

- 8.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 8.2.1.2 Provide the same information for any subcontractors as is indicated in Section 8.1 for the vendor as primary contractor.
- 8.2.1.3 References as specified in Section 8.3 below must also be provided for any proposed subcontractors.



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

Attachment C

**CERTIFICATION OF COMPLIANCE WITH
 TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES XX NO _____

Tanya Andrews 1/19/2011
 AUTHORIZED SIGNATURE AND DATE

Tanya Andrews, Director of Operations
 PRINTED NAME AND TITLE

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
N/A	N/A	N/A



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

Attachment D

STATEMENT OF NON-COLLUSION

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Tanya Andrews 1/19/2011
 AUTHORIZED SIGNATURE AND DATE

Tanya Andrews, Director of Operations
 PRINTED NAME AND TITLE

EQUAL BENEFITS ORDINANCE DISCLOSURE

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

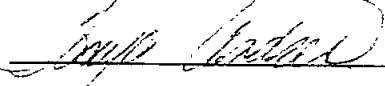
- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor that may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Tanya Andrews Title: Director of Operations

Signature:  Date: 1/18/11

Business Entity Name: P.I.E. Management, L.L.C.

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: P.I.E. Management, L.L.C. Federal Tax ID No. [REDACTED]
Address: 155 Riverview Drive
City: Anaheim Hills State: CA ZIP: 92808
Contact Person: Tanya Andrews Telephone: 714-769-9095
Email: tandrews@piemanagement.com Fax: 714-685-1500

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes X No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? X Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 X Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 X Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
 X Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

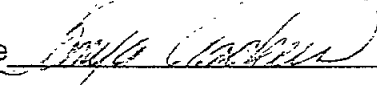
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 18th day of January, 2011 at _____

Name Tanya Andrews

Signature 

Title Director of Operations


Federal Tax ID No. 

EXHIBIT “A”

Scope of Work



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

3. SCOPE OF PROJECT

The City of Long Beach is issuing this Request for Proposals to acquire the dedicated services of a contractor to provide temporary staffing services for various City Departments. The City's primary objective is to obtain qualified and competent temporary personnel on a timely basis.

The City requires the services of a temporary staffing agency to supplement the City's Human Resources and Civil Service Departments to fill positions for immediate and temporary personnel placements. The City currently employs approximately 6,000 full-time and part-time permanent employees; and 75 temporary employees.

Contractor shall provide temporary staffing services including payroll and placement for temporary personnel. Contractor shall be responsible for the recruitment, interviewing, selection, background check, fingerprinting and assignment for temporary personnel.

Contractor shall provide temporary personnel for the classifications listed in **Attachment A** of this RFP. Temporary personnel shall meet minimum qualifications, education and experience required by the classification specifications. Contractor shall pre-screen all temporary personnel prior to referral to assure required skills and abilities to perform assigned tasks.

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

Each proposer shall be fully qualified by ability, knowledge and experience to satisfactorily perform the services required in the RFP; and shall be engaged in the business of providing temporary staffing services by the use of its own trained and qualified employees. Contractor shall be fully licensed to perform the services in the RFP.

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



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

6. PROJECT SPECIFICATIONS

- 6.1 The City requires that temporary personnel work no more than 960 hours per 12-month period from July 1 through June 30. This total cumulative is for each employee, including all City departments; and work performed with other temporary agencies. Contractor is responsible for tracking temporary personnel hours.
- 6.2 Temporary personnel are not eligible for alternative work schedules that exceed 8 hours per day or 40 hours per week.
- 6.3 Contractor shall provide a dedicated phone line for the City's staffing needs.
- 6.4 Contractor shall establish an identification system for temporary personnel assigned to City departments. Identification shall clearly indicate employee's name, photograph and contractor's name. Identification shall be furnished at contractor's expense.
- 6.5 All temporary personnel are required to maintain a record of hours worked via time card or sheet. City department designee will approve time cards/sheets.
- 6.5 Contractor shall designate a dedicated account representative. Account representative shall confirm and/or respond to requests within four hours; resolve issues; and provide general customer service.
- 6.6 Contractor shall provide standardized monthly reporting; content and format to be designated by the City.
- 6.7 Background Check (Live Scan) Procedures
 - 6.7.1 Live Scan is required for all temporary personnel scheduled for assignment longer than five (5) days.
 - 6.7.2 Live Scan fee is \$32 and is to be paid by Contractor.
 - 6.7.3 Department of Justice (DOJ) will bill the City; and City will bill the contractor
 - 6.7.4 DOJ will send the results to the City's Human Resources Department. In the event of a DOJ alert, the City will contact the contractor.
 - 6.7.5 The City will provide Live Scan forms to contractor. Contractor is responsible for Live Scan of temporary personnel as required.
- 6.8 Contractor acknowledges that certain information gained by temporary personnel during assignment may be confidential. Any information identified as confidential shall remain so. A "confidentiality" statement must be signed and kept on file for all temporary personnel.
- 6.8 Contractor and temporary personnel provided by contractor are independent contractors and not employees of the City of Long Beach.



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

CLASSIFICATIONS-PROFESSIONAL

TITLE: ACCOUNTANT

DEFINITION: Under direct supervision, performs accounting functions, statistical analyses and interpretations of information in the preparation and evaluation of fiscal records, transactions, statements, reports and accounting systems and procedures.

DISTINGUISHING CHARACTERISTICS:

ACCOUNTANT: Entry level and/or performs standard accounting functions.

SENIOR ACCOUNTANT: Performs full range of accounting functions (journey-level).

EXAMPLE OF DUTIES:

- Verifies, categorizes, posts and reconciles revenue and expenditures to accounts
- Assists in preparation of annual budget and maintenance of budgetary controls
- Conducts cost accounting, studies and surveys
- Prepare and analyze financial summaries, statements and reports in compliance with generally accepted accounting procedures
- Establish and maintain general and subsidiary ledgers and other accounting records
- Prepare vouchers, billings, balance sheets and journal entries
- Prepare expenditures rate for project forecasting and program expenditure trends
- Computes and distributes labor, material and overhead costs
- Performs analysis of subagent contract reimbursement, budgetary compliance and adequate support of expenditures
- Performs the most difficult accounting work in recording, classifying and distributing revenue and expenditure to proper accounts
- Prepares and reviews complex fund and account reports to ensure strict compliance with City, State and Federal regulations
- Maintains journals, ledgers and other financial records
- Performs other duties as required

MINIMUM QUALIFICATIONS:

Graduation from an accredited college or university with a Bachelor's degree in accounting or a current C.P.A. certificate; knowledge of generally accepted accounting procedures.

EXHIBIT “B”

Rates or Charges



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

PROPOSED FEE SCHEDULE-PROFESSIONAL

FULL SERVICE

Contractor shall be responsible for the recruitment, interviewing, selection, background check, fingerprinting and assignment for professional temporary personnel.

POSITION TITLE	PAY RATE	BILL RATE	% MARK UP
ACCOUNTANT	\$16.00 - \$22.00/HR	\$19.92 - \$27.39	24.5%
SENIOR ACCOUNTANT	\$23.00 - \$31.00/HR	\$28.64 - \$38.60	24.5%

PAYROLL SERVICE

The City requests specific temporary personnel, recruited by the City. May include referrals, retired City employee, or non-career employees.

POSITION TITLE	PAY RATE	BILL RATE	% MARK UP
ACCOUNTANT	\$16.00 - \$22.00/HR	\$19.92 - \$26.29	19.5%
SENIOR ACCOUNTANT	\$23.00 - \$31.00/HR	\$27.49 - \$37.05	19.5%

Proposals may be submitted for clerical services only, professional services only, or both.

EXHIBIT “C”

City’s Representative:

Erik Sund

EXHIBIT “D”

Materials/Information Furnished: None