

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

AGREEMENT

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3 THIS AGREEMENT is made and entered, in duplicate, as of December 22,
4 2014, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on December 16, 2014, by and between
6 HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. DBA APPLEONE EMPLOYMENT
7 SERVICES, a California corporation ("Contractor"), with a place of business at 3900
8 Kilroy Airport Way, #180, Long Beach, California 90806, and the CITY OF LONG
9 BEACH, a municipal corporation ("City").

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

12 WHEREAS, City has selected Contractor in accordance with City's
13 administrative procedures using a Request for Proposals ("RFP"), attached hereto as
14 Exhibit "A", and incorporated herein by this reference, and City has determined that
15 Contractor and its employees are qualified, licensed, if so required, and experienced in
16 performing these specialized services; and

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

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

22 1. SCOPE OF WORK OR SERVICES.

23 A. Contractor shall furnish specialized services more particularly
24 described in Exhibit "A", attached to this Agreement and incorporated by this
25 reference, in accordance with the standards of the profession, and City shall pay
26 for these services in the manner described below, not to exceed Two Million Five
27 Hundred Thousand Dollars (\$2,500,000), at the rates or charges shown in Exhibit
28 "B".

annually
1
R.B. ML.

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

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), attached hereto as Exhibit "A", and incorporated herein by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor 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. Contractor 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 Two Million Five Hundred Thousand Dollars (\$2,500,000), at the rates or charges shown in Exhibit "B".

1
Annually
Richard Wilke
[Signature]

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

15 C. Contractor represents that Contractor has obtained all
16 necessary information on conditions and circumstances that may affect its
17 performance and has conducted site visits, if necessary.

18 D. By executing this Agreement, Contractor warrants that
19 Contractor (a) has thoroughly investigated and considered the scope of services to
20 be performed, (b) has carefully considered how the services should be performed,
21 and (c) fully understands the facilities, difficulties and restrictions attending
22 performance of the services under this Agreement. If the services involve work
23 upon any site, Contractor warrants that Contractor has or will investigate the site
24 and is or will be fully acquainted with the conditions there existing, prior to
25 commencement of services set forth in this Agreement. Should Contractor
26 discover any latent or unknown conditions that will materially affect the
27 performance of the services set forth in this Agreement, Contractor must
28 immediately inform the City of that fact and may not proceed except at

1 Contractor's risk until written instructions are received from the City.

2 E. Contractor must adopt reasonable methods during the life of
3 the Agreement to furnish continuous protection to the work, and the equipment,
4 materials, papers, documents, plans, studies and other components to prevent
5 losses or damages, and will be responsible for all damages, to persons or
6 property, until acceptance of the work by the City, except those losses or damages
7 as may be caused by the City's own negligence.

8 F. CAUTION: Contractor shall not begin work until this
9 Agreement has been signed by both parties and until Contractor's evidence of
10 insurance has been delivered to and approved by City.

11 2. TERM. The term of this Agreement shall commence at midnight on
12 January 5, 2015, and shall terminate at 11:59 p.m. on January 4, 2017, with three (3)
13 one-year options to extend at the discretion of the City, unless sooner terminated as
14 provided in this Agreement.

15 3. COORDINATION AND ORGANIZATION.

16 A. Contractor shall coordinate its performance with City's
17 representative, if any, named in Exhibit "C", attached to this Agreement and
18 incorporated herein by this reference. Contractor shall advise and inform City's
19 representative of the work in progress on the Project in sufficient detail so as to
20 assist City's representative in making presentations and in holding meetings on
21 the Project. City shall furnish to Contractor information or materials, if any,
22 described in Exhibit "D", attached to this Agreement and incorporated by this
23 reference, and shall perform any other tasks described in the Exhibit.

24 B. The parties acknowledge that a substantial inducement to City
25 for entering this Agreement was and is the reputation and skill of Contractor's key
26 employee, Erica Dancses, Staffing Consultant. City shall have the right to approve
27 any person proposed by Contractor to replace that key employee.

28 4. INDEPENDENT CONTRACTOR. In performing its services,

1 Contractor is and shall act as an independent contractor and not an employee,
2 representative or agent of City. Contractor shall have control of Contractor's work and
3 the manner in which it is performed. Contractor shall be free to contract for similar
4 services to be performed for others during this Agreement; provided, however, that
5 Contractor acts in accordance with Section 9 and Section 11 of this Agreement.
6 Contractor acknowledges and agrees that (a) City will not withhold taxes of any kind from
7 Contractor's compensation; (b) City will not secure workers' compensation or pay
8 unemployment insurance to, for or on Contractor's behalf; and (c) City will not provide
9 and Contractor is not entitled to any of the usual and customary rights, benefits or
10 privileges of City employees. Contractor expressly warrants that neither Contractor nor
11 any of Contractor's employees or agents shall represent themselves to be employees or
12 agents of City.

13 5. INSURANCE.

14 A. As a condition precedent to the effectiveness of this
15 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
16 duration of this Agreement, from insurance companies that are admitted to write
17 insurance in California and have ratings of or equivalent to A:V by A.M. Best
18 Company or from authorized non-admitted insurance companies subject to
19 Section 1763 of the California Insurance Code and that have ratings of or
20 equivalent to A:VIII by A.M. Best Company, the following insurance:

21 (a) Commercial general liability insurance (equivalent in scope to
22 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
23 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
24 coverage shall include but not be limited to broad form contractual liability,
25 cross liability, independent contractors liability, and products and
26 completed operations liability. City, its boards and commissions, and their
27 officials, employees and agents shall be named as additional insureds by
28 endorsement (on City's endorsement form or on an endorsement

1 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
2 this insurance shall contain no special limitations on the scope of
3 protection given to City, its boards and commissions, and their officials,
4 employees and agents. This policy shall be endorsed to state that the
5 insurer waives its right of subrogation against City, its boards and
6 commissions, and their officials, employees and agents.

7 (b) Workers' Compensation insurance as required by the California
8 Labor Code and employer's liability insurance in an amount not less than
9 \$1,000,000. This policy shall be endorsed to state that the insurer waives
10 its right of subrogation against City, its boards and commissions, and their
11 officials, employees and agents.

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

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

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

22 C. Each insurance policy shall be endorsed to state that
23 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
24 days prior written notice to City, shall be primary and not contributing to any other
25 insurance or self-insurance maintained by City, and shall be endorsed to state that
26 coverage maintained by City shall be excess to and shall not contribute to
27 insurance or self-insurance maintained by Contractor. Contractor shall notify City
28 in writing within five (5) days after any insurance has been voided by the insurer or

1 cancelled by the insured.

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

8 E. Contractor shall require that all sub-contractors or contractors
9 that Contractor uses in the performance of these services maintain insurance in
10 compliance with this Section unless otherwise agreed in writing by City's Risk
11 Manager or designee.

12 F. Prior to the start of performance, Contractor shall deliver to
13 City certificates of insurance and the endorsements for approval as to sufficiency
14 and form. In addition, Contractor shall, within thirty (30) days prior to expiration of
15 the insurance, furnish to City certificates of insurance and endorsements
16 evidencing renewal of the insurance. City reserves the right to require complete
17 certified copies of all policies of Contractor and Contractor's sub-Contractors and
18 contractors, at any time. Contractor shall make available to City's Risk Manager or
19 designee all books, records and other information relating to this insurance, during
20 normal business hours.

21 G. Any modification or waiver of these insurance requirements
22 shall only be made with the approval of City's Risk Manager or designee. Not
23 more frequently than once a year, City's Risk Manager or designee may require
24 that Contractor, Contractor's sub-Contractors and contractors change the amount,
25 scope or types of coverages required in this Section if, in his or her sole opinion,
26 the amount, scope or types of coverages are not adequate.

27 H. The procuring or existence of insurance shall not be
28 construed or deemed as a limitation on liability relating to Contractor's

1 performance or as full performance of or compliance with the indemnification
2 provisions of this Agreement.

3 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
4 contemplates the personal services of Contractor and Contractor's employees, and the
5 parties acknowledge that a substantial inducement to City for entering this Agreement
6 was and is the professional reputation and competence of Contractor and Contractor's
7 employees. Contractor shall not assign its rights or delegate its duties under this
8 Agreement, or any interest in this Agreement, or any portion of it, without the prior
9 approval of City, except that Contractor may with the prior approval of the City Manager
10 of City, assign any moneys due or to become due Contractor under this Agreement. Any
11 attempted assignment or delegation shall be void, and any assignee or delegate shall
12 acquire no right or interest by reason of an attempted assignment or delegation.
13 Furthermore, Contractor shall not subcontract any portion of its performance without the
14 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
15 or contractor without approval prior to the substitution. Nothing stated in this Section
16 shall prevent Contractor from employing as many employees as Contractor deems
17 necessary for performance of this Agreement.

18 7. CONFLICT OF INTEREST. Contractor, by executing this
19 Agreement, certifies that, at the time Contractor executes this Agreement and for its
20 duration, Contractor does not and will not perform services for any other client which
21 would create a conflict, whether monetary or otherwise, as between the interests of City
22 and the interests of that other client. And, Contractor shall obtain similar certifications
23 from Contractor's employees, sub-Contractors and contractors.

24 8. MATERIALS. Contractor shall furnish all labor and supervision,
25 supplies, materials, tools, machinery, equipment, appliances, transportation and services
26 necessary to or used in the performance of Contractor's obligations under this
27 Agreement, except as stated in Exhibit "D".

28 9. OWNERSHIP OF DATA. All materials, information and data

1 prepared, developed or assembled by Contractor or furnished to Contractor in connection
2 with this Agreement, including but not limited to documents, estimates, calculations,
3 studies, maps, graphs, charts, computer disks, computer source documentation,
4 samples, models, reports, summaries, drawings, designs, notes, plans, information,
5 material and memorandum ("Data") shall be the exclusive property of City. Data shall be
6 given to City, and City shall have the unrestricted right to use and disclose the Data in
7 any manner and for any purpose without payment of further compensation to Contractor.
8 Copies of Data may be retained by Contractor but Contractor warrants that Data shall not
9 be made available to any person or entity for use without the prior approval of City. This
10 warranty shall survive termination of this Agreement for five (5) years.

11 10. TERMINATION. Either party shall have the right to terminate this
12 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
13 prior notice to the other party. In the event of termination under this Section, City shall
14 pay Contractor for services satisfactorily performed and costs incurred up to the effective
15 date of termination for which Contractor has not been previously paid. The procedures
16 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
17 termination, Contractor shall deliver to City all Data developed or accumulated in the
18 performance of this Agreement, whether in draft or final form, or in process. And,
19 Contractor acknowledges and agrees that City's obligation to make final payment is
20 conditioned on Contractor's delivery of the Data to City.

21 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
22 shall not disclose the Data or use the Data directly or indirectly, other than in the course
23 of performing its services, during the term of this Agreement and for five (5) years
24 following expiration or termination of this Agreement. In addition, Contractor shall keep
25 confidential all information, whether written, oral or visual, obtained by any means
26 whatsoever in the course of performing its services for the same period of time.
27 Contractor shall not disclose any or all of the Data to any third party, or use it for
28 Contractor's own benefit or the benefit of others except for the purpose of this

1 Agreement.

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

8 13. ADDITIONAL SERVICES. The City has the right at any time during
9 the performance of the services, without invalidating this Agreement, to order extra work
10 beyond that specified in the RFP or make changes by altering, adding to or deducting
11 from the work. No extra work may be undertaken unless a written order is first given by
12 the City, incorporating any adjustment in the Agreement Sum, or the time to perform this
13 Agreement. Any increase in compensation of ten percent (10%) or less of the Agreement
14 Sum, or in the time to perform of One Hundred Eighty (180) days or less, may be
15 approved by the City Representative. Any greater increases, taken either separately or
16 cumulatively, must be approved by the City Council. It is expressly understood by
17 Contractor that the provisions of this paragraph do not apply to services specifically set
18 forth in the RFP or reasonably contemplated in the RFP. Contractor acknowledges that it
19 accepts the risk that the services to be provided pursuant to the RFP may be more costly
20 or time consuming than Contractor anticipates and that Contractor will not be entitled to
21 additional compensation for the services set forth in the RFP.

22 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
23 from any amount payable to Contractor (whether or not arising out of this Agreement) any
24 amounts the payment of which may be in dispute or that are necessary to compensate
25 the City for any losses, costs, liabilities or damages suffered by the City, and all amounts
26 for which the City may be liable to third parties, by reason of Contractor's acts or
27 omissions in performing or failing to perform Contractor's obligations under this
28 Agreement. In the event that any claim is made by a third party, the amount or validity of

1 which is disputed by Contractor, or any indebtedness exists that appears to be the basis
2 for a claim of lien, the City may withhold from any payment due, without liability for
3 interest because of the withholding, an amount sufficient to cover the claim. The failure
4 of the City to exercise the right to deduct or to withhold will not, however, affect the
5 obligations of Contractor to insure, indemnify and protect the City as elsewhere provided
6 in this Agreement.

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

10 16. LAW. This Agreement shall be construed in accordance with the
11 laws of the State of California, and the venue for any legal actions brought by any party
12 with respect to this Agreement shall be the County of Los Angeles, State of California for
13 state actions and the Central District of California for any federal actions. Contractor
14 shall cause all work performed in connection with construction of the Project to be
15 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of
16 federal, state, county or municipal governments or agencies (including, without limitation,
17 all applicable federal and state labor standards, including the prevailing wage provisions
18 of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and
19 regulations of any fire marshal, health officer, building inspector, or other officer of every
20 governmental agency now having or hereafter acquiring jurisdiction. If any part of this
21 Agreement is found to be in conflict with applicable laws, that part will be inoperative, null
22 and void insofar as it is in conflict with any applicable laws, but the remainder of the
23 Agreement will remain in full force and effect.

24 17. PREVAILING WAGES.

25 A. Consultant agrees that all public work (as defined in California
26 Labor Code section 1720) performed pursuant to this Agreement (the "Public
27 Work"), if any, shall comply with the requirements of California Labor Code
28 sections 1770 *et seq.* City makes no representation or statement that the Project,

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or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

B. In all bid specifications, contracts and subcontracts for any such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

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

19. INDEMNITY.

A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Agreement, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its

1 officers, employees, agents, subcontractors, or anyone under Consultant's control,
2 in the performance of work or services under this Agreement (collectively "Claims"
3 or individually "Claim").

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

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

18 D. The provisions of this Section shall survive the expiration or
19 termination of this Agreement.

20 20. FORCE MAJEURE. If any party fails to perform its obligations
21 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
22 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
23 governmental regulations, governmental controls, judicial orders, enemy or hostile
24 governmental action, civil commotion, fire or other casualty, or other causes beyond the
25 reasonable control of the party obligated to perform, then that party's performance will be
26 excused for a period equal to the period of such cause for failure to perform.

27 21. AMBIGUITY. In the event of any conflict or ambiguity between this
28 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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

10 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
11 accordance with the provisions of the Ordinance, this Agreement is subject to the
12 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
13 Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

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

10 24. NOTICES. Any notice or approval required by this Agreement shall
11 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
12 postage prepaid, addressed to Contractor at the address first stated above, and to City at
13 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
14 copy to the City Clerk at the same address. Notice of change of address shall be given in
15 the same manner as stated for other notices. Notice shall be deemed given on the date
16 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

25 26. WAIVER. The acceptance of any services or the payment of any
26 money by City shall not operate as a waiver of any provision of this Agreement or of any
27 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
28 Agreement shall not constitute a waiver of any other or subsequent breach of this

1 Agreement.

2 27. CONTINUATION. Termination or expiration of this Agreement shall
3 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
4 18, 21 and 28 prior to termination or expiration of this Agreement.

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

13 29. ADVERTISING. Contractor shall not use the name of City, its
14 officials or employees in any advertising or solicitation for business or as a reference,
15 without the prior approval of the City Manager or designee.

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

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

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

HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. DBA APPLEONE EMPLOYMENT SERVICES, a California corporation

DECEMBER 26, 2014

By [Signature]
Name **BERNARD HOWROYD**
Title **PRESIDENT**

DECEMBER 26, 2014

By [Signature]
Name **MICHAEL A. HOYAL**
Title **CFO**

"Contractor"

CITY OF LONG BEACH, a municipal corporation Assistant City Manager

January 5, 2014
2015

By [Signature]
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on December 30, 2014

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT "A"

Request for Proposals (RFP)



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

City of Long Beach
Request For Proposals Number HR/FM15-024
For
Temporary Staffing Services

Release Date: October 28, 2014
 Due Date: November 12, 2014

For additional information, please contact:
Michelle King, Buyer, 562-570-6020

See Section 4 for instructions on submitting proposals.

Company Name AppleOne Employment Services Contact Person Richard Wilke
 Address 18538 Hawthorne Blvd City Torrance State CA Zip 90504
 Telephone (310) 370-0708 Fax (310) 370-7087 Federal Tax ID No. [REDACTED]
 E-mail: rwilke@appleone.com

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 11-4-14

Signed *Linda Lindsey*

Print Name & Title Linda Lindsey, Vice President of Finance

Rev 2014 1001



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ATTACHMENTS

CLASSIFICATIONS – CLERICAL
CLASSIFICATIONS – ACCOUNTING
CLASSIFICATIONS – PROFESSIONAL
FEE SCHEDULE

- A. CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B. PRO-FORMA AGREEMENT
- C. STATEMENT OF NON-COLLUSION
- D. DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E. W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
- F. EQUAL BENEFITS ORDINANCE DISCLOSURE



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1. OVERVIEW OF PROJECT

The City of Long Beach (City) is soliciting proposals from qualified professional firms to provide temporary staffing services.

2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded Contractor	The organization/individual that is awarded and has an approved contract with the City of Long Beach, California for the services identified in this RFP.
City	The City of Long Beach and any department or agency identified herein.
Contractor	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Department of Human Resources (HR).
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score the proposals, and select a Contractor.
May	Indicates something that is not mandatory but permissible.
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
Subcontractor	Third party not directly employed by the Contractor who will provide services identified in this RFP.



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3. SCOPE OF PROJECT

The City of Long Beach is issuing this Request for Proposals (RFP) 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.

Contractor shall provide temporary staffing services for placement of 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 Fee Schedule attachment 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.

To comply with CalOSHA's reporting requirements, employers are required to record injuries and illnesses for all workers, including temporary, on one work location OSHA log. The host employer is an employer (s) that is in charge of the temporary worker's day to day supervision and should report their injuries and illnesses. The City of Long Beach (host employer and/or client of the staffing agency) will manually record the temporary worker's injuries and illnesses on its' log. The selected vendor is required to report to the City any injuries or illnesses reported by a temporary employee that occurred in a City facility. The selected vendor will be required to provide the City with a copy of their work-related injuries and illnesses procedures and train each temporary employee how to report these types of injuries and illnesses.



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The vendor shall be responsible and liable for any mandates, requirements, implementation and/or costs associated with Federal and State mandates, acts, and/or requirements pertaining to the Affordable Care Act, as well as any subsequent mandates that arise from such, including any state and local mandates, laws and/or requirements that arise in response to said mandates.

The vendor shall be responsible and liable for any mandates, requirements, implementation and/or costs associated with Federal and State mandates, acts, and/or requirements pertaining to the minimum wage, as well as any subsequent mandates that arise from such, including any state and local mandates, laws and/or requirements that arise in response to said mandates.

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.



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4. SUBMITTAL INSTRUCTIONS

4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by November 3, 2014 @ 11:00 AM. Responses to the questions will be posted on the City's website purchasing.longbeach.gov under the "Bids/RFPs" tab no later than November 6, 2014. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.2 RFP Timeline

TASK	DATE/TIME
Deadline for submitting questions	November 3, 2014 @ 11:00 AM
Answers to all questions submitted available	November 6, 2014 @ 4:30 PM
Deadline for submission of proposals	November 12, 2014 @ 11:00 AM
Selection of Contractor	On or about November 15, 2014

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

4.3 Contractors shall submit one (1) original proposal marked "ORIGINAL" and five (5) identical copies and one (1) digital copy (CD, Flashdrive, etc) as follows:

City of Long Beach
c/o City Clerk – Attn: Michelle King
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

Proposals shall be clearly labeled in a sealed envelope or box as follows:

Request for Proposal No.: RFP HR/FM 15-024
Title: Temporary Staffing Services

4.4 Proposals must be received by 11:00 AM local time, November 12, 2014. Proposals that do not arrive by the specified date and time **WILL NOT BE ACCEPTED**. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will **NOT** be considered unless otherwise authorized; however, proposals may be modified by



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fax or written notice provided such notice is received prior to the opening of the proposals.

- 4.5 The proposal should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. For ease of evaluation, proposals should be presented in the format described within this RFP.
- 4.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.8 The proposal must be signed by the individual(s) legally authorized to bind the Contractor.
- 4.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**.

THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION.

The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **packaged separately, but submitted together**.



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5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
 - 5.1.1 Demonstrated competence;
 - 5.1.2 Experience in performance of comparable engagements;
 - 5.1.3 Expertise and availability of key personnel;
 - 5.1.4 Financial stability;
 - 5.1.5 Conformance with the terms of this RFP; and
 - 5.1.6 Reasonableness of cost.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.5 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable. Award of contract for the overall solution shall be made either to a single Contractor or to multiple Contractors. The City will choose the Contractor(s) proposal that provides the most favorable alternative to the City. The Contractor(s) shall be deemed as having been awarded a contract when the formal notice of acceptance of proposal has been duly served upon the intended awardee by an authorized agent of the City. The City will have the option to selectively choose which contractors will be awarded components of the solution based on the best overall proposals for the City.



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6. PROTEST PROCEDURES

6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals ("RFP"). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within two (2) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.



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6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.



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7. PROJECT SPECIFICATIONS

- 7.1 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.
- 7.2 Temporary personnel are not eligible for alternative work schedules that exceed 8 hours per day or 40 hours per week.
- 7.3 Contractor shall provide a dedicated phone line for the City's staffing needs.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 Contractor shall provide standardized monthly reporting; content and format to be designated by the City.
- 7.8 Background Check (Live Scan) Procedures
 - 7.8.1 Live Scan is required for all temporary personnel scheduled for assignment longer than five (5) days.
 - 7.8.2 Live Scan fee is \$32 and is to be paid by Contractor. If the cost of the Live Scan is to increase, the City will notify contractor of the new rate.
 - 7.8.3 Department of Justice (DOJ) will bill the City; and City will bill the contractor
 - 7.8.4 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.
 - 7.8.5 The City will provide Live Scan forms to contractor. Contractor is responsible for Live Scan of temporary personnel as required.
 - 7.8.6 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.
 - 7.8.7 Contractor and temporary personnel provided by contractor are independent contractors and not employees of the City of Long Beach.

8. WARRANTY/MAINTENANCE AND SERVICE

Not Applicable



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9. COMPANY BACKGROUND AND REFERENCES

9.1 Primary Contractor Information

Contractors 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 Contractor 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 Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor 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.

9.2 Subcontractor Information – Not Applicable

9.2 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.



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9.3 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

10. COST

Please refer to Attachment – Fee Schedule

11. BONDS

Not applicable

12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process shall be funded in whole or in part from grants awarded under Urban Areas Security Initiative (UASI) and Port Security Grant Program (PSGP). Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

- 12.1 Order of Precedence - In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
- 12.2 Access to Contractor's Records - The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.
- 12.3 Americans with Disabilities Act- The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with



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disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland “Anti-Kickback” Act – The Awarded Contractor shall comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright - The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.” The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace - The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency - The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation - The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) - In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors



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from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).

- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).
- 12.13 National Preservation Acts -The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity - The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.
- 12.15 Patent Rights- The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management



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team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

- 12.16 Payments, Reports, Records, Retention and Enforcement - The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

13. **TERMS, CONDITIONS AND EXCEPTIONS**

- 13.1 This contract will be for a period of 24 months with three (3) one year annual renewal options at the discretion of the City.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.



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- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.



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- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "**CONFIDENTIAL**" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract



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form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.

- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to attachment/appendix for further information regarding the requirements of the ordinance.
- All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in the attachment/appendix. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.
- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The Contractor shall indemnify, defend and hold the City harmless from any and all claims, causes of action and liabilities based upon or arising from the failure of any work related to the Project to comply with all such applicable legal requirements, including, without



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limitation, any such claims, causes of action or liabilities that may be asserted against or incurred by City with respect to or in any way arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.*

Contractor agrees that all public work (as defined in California Labor Code section (1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

CLASSIFICATIONS-CLERICAL

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, file, routes, mails, types and processes a wide variety of forms and correspondence
- Operates photo copier, fax machine and other office machines
- Answers telephones, takes messages and gives information
- Opens and distributes mail
- May serve as receptionist
- Interface with other departments, the public, vendors and outside agencies in person or by telephone
- May type forms, memorandums, and correspondence
- May prepare, process and maintain accounting records
- May perform data entry
- May compose correspondence, compile information and prepare reports
- 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.

CLASSIFICATIONS - ACCOUNTING

TITLE: ACCOUNTING CLERK

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 clerical accounting duties.

ACCOUNTING CLERK II: Performs full range of clerical accounting duties.

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 and files simple or routine bills, vouchers, invoices, requisitions and purchase orders
- Proofs schedules
- Performs less difficult reconciliations and comparisons of data
- Posts journals and ledgers
- Performs other duties as required

Accounting Clerk II

- Prepares, assembles, tabulates and files simple or routine bills, vouchers, invoices, requisitions and purchase orders
- Maintains accounting records (e.g. accounts payable, grants accounting, CIP or billing) utilizing automated accounting system
- Reviews, analyzes and interprets reports
- Performs the duties of Accounting Clerk I
- Performs other duties as required

Accounting Clerk III

- Reconciles difficult accounts (e.g. billing and collection system, fixed asset system or bank reconciliation) to Famis
- Assist in budget preparation
- Performs the duties of Accounting Clerk 1 and II
- Performs other duties as required

MINIMUM QUALIFICATIONS: One (1) year of recent clerical accounting experience; or business education which includes successful completion of an elementary accounting or bookkeeping course; or any combination of the experience and education previously stated for one year.

CLASSIFICATIONS-PROFESSIONAL

TITLE: ACCOUNTANT/SR. 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.

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1. RESPONSE TO RFP

Per the instructions provided in RFP Section 4, Item 4.5 on page 7, AppleOne has responded to each section and subsection. For ease of evaluation, our proposal is presented in the format described within the RFP.

1. OVERVIEW OF PROJECT

The City of Long Beach (City) is soliciting proposals from qualified professional firms to provide temporary staffing services.

AppleOne has read, understood and agrees to the above.

2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded	The organization/individual that is awarded and has an approved Contractor contract with the City of Long Beach, California for the services identified in this RFP.
City	The City of Long Beach and any department or agency identified herein.
Contractor	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Department of Human Resources (HR).
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score the proposals, and select a Contractor.
May	Indicates something that is not mandatory but permissible.
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
Subcontractor	Third party not directly employed by the Contractor who will provide services identified in this RFP.

AppleOne has read, understood and agrees to the above.

3. SCOPE OF PROJECT

The City of Long Beach is issuing this Request for Proposals (RFP) 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.

AppleOne has read and understood the above.

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.

AppleOne has read and understood the above. Our company over its 50-year history has serviced several public sector clients of similar size and scope to the City, such as the City and County of Los Angeles; City and County of Riverside and the County of San Bernardino.

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

AppleOne has read and understood the above. Our staffing processes and capabilities are detailed where appropriate in this Proposal. Fingerprinting will be handled via Live Scan as detailed within RFP Section 7, Project Specifications.

Contractor shall provide temporary personnel for the classifications listed in Fee Schedule attachment 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.

AppleOne has read, understood and does agree to the above. We will only present candidates who meet the minimum requirements as established by the City.

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.

AppleOne has read and understood the above. All AppleOne temporary employees are clearly informed that they are employees of AppleOne, and not the City. AppleOne takes a decidedly active role in managing its associates, in order to avert any potential co-employment issues. The AppleOne legal department has developed strict guidelines that provide the ability to analyze the impact these services have on public sector clients and AppleOne temporary associates.

AppleOne's adherence to these guidelines and over fifty (50) years of experience in the staffing industry has afforded in-depth expertise in avoiding dangerous, co-employment issues.

- AppleOne works to avoid co-employment issues in several ways, including:
- Strong representation to manage the temporary workforce
- Communication (and, if necessary, education) with client management of their limitations when working with the temporary associates
- Utilization of one source to generate all documentation (re: timecards and paychecks)

AppleOne will cooperate and work with the City to prevent any co-employment issues.

To comply with CalOSHA's reporting requirements, employers are required to record injuries and illnesses for all workers, including temporary, on one work location OSHA log. The host employer is an employer (s) that is in charge of the temporary worker's day to day supervision and should report their injuries and illnesses. The City of Long Beach (host employer and/or client of the staffing agency) will manually record the temporary worker's injuries and illnesses on its' log. The selected vendor is required to report to the City any injuries or illnesses reported by a temporary employee that occurred in a City facility. The selected vendor will be required to provide the City with a copy of their work-related injuries and illnesses procedures and train each temporary employee how to report these types of injuries and illnesses.

AppleOne has read, understood and agrees to the above. AppleOne provides its employees general safety training applicable to the average work environment. Though it is the responsibility of the client to provide any job-specific safety training required by local, state and/or federal regulations, AppleOne can copy any training conducted by the City and provide them in-house for temporary employees assigned to the project. In addition, at the time of registration, AppleOne requires our temporary candidates to follow our safety guidelines that are specified in our Injury & illness Prevention Program. This includes, but no limited to, viewing our safety videos and taking the corresponding safety test.

Every temporary employee is responsible for following all safety regulations and for reporting unsafe conditions to management as soon as possible. The objective of AppleOne Risk Management is to reduce the number of disabling injuries and illnesses to a minimum, not merely keeping with, but surpassing the best experience of other operations similar to ours. Our goal is "ZERO" occupational injuries and illnesses.

The vendor shall be responsible and liable for any mandates, requirements, implementation and/or costs associated with Federal and State mandates, acts, and/or requirements pertaining to the Affordable Care Act, as well as any subsequent mandates that arise from such, including any state and local mandates, laws and/or requirements that arise in response to said mandates.

AppleOne has read, understood and agrees the above. It is our company's standard policy to adhere to all applicable Federal, State and Local mandates. Please that statutorily mandated costs that are not calculated into current contractual pricing may trigger a price increase to meet these requirements. Once we become aware of such mandates, AppleOne will work with the City to develop a mutually beneficial revised cost proposal.

The vendor shall be responsible and liable for any mandates, requirements, implementation and/or costs associated with Federal and State mandates, acts, and/or requirements pertaining to the minimum wage, as well as any subsequent mandates that arise from such, including any state and local mandates, laws and/or requirements that arise in response to said mandates.

AppleOne has read, understood and agrees the above. It is our company's standard policy to adhere to all applicable Federal, State and Local mandates. Please that statutorily mandated costs that are not calculated into current contractual pricing may trigger a price increase to meet these requirements. Once we become aware of such mandates, AppleOne will work with the City to develop a mutually beneficial revised cost proposal.

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.

AppleOne has read and understood the above. AppleOne is fully licensed to perform the services in this RFP, such as:

- Authority to do business in the State of California (including a certificate of "Good Standing" issued by the Secretary of State)
- Current City of Long Beach Business License

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.

AppleOne has read, understood and agrees to the City's Scope of Project as defined above. We will provide the services described to meet the above project requirements.

4. SUBMITTAL INSTRUCTIONS

- 4.1** For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by November 3, 2014 @ 11:00 AM. Responses to the questions will be posted on the City's website purchasing.longbeach.gov under the "Bids/RFPs" tab no later than November 6, 2014. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

AppleOne has read and understood the above.

4.2 RFP Timeline

TASK	DATE/TIME
Deadline for submitting questions	November 3, 2014 @ 11:00 AM
Answers to all questions submitted available	November 6, 2014 @ 4:30 PM
Deadline for submission of proposals	November 12, 2014 @ 11:00 AM
Selection of Contractor	On or about November 15, 2014

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

AppleOne has read and understood the above.

- 4.3** Contractors shall submit one (1) original proposal marked "ORIGINAL" and five (5) identical copies and one (1) digital copy (CD, Flashdrive, etc) as follows:

City of Long Beach c/o City Clerk - Attn: Michelle King
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

Proposals shall be clearly labeled in a sealed envelope or box as follows:

Request for Proposal No.: RFP HR/FM 15-024
Title: Temporary Staffing Services

AppleOne has read and understood the above.

- 4.4 Proposals must be received by 11:00 AM local time, November 12, 2014. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.**

AppleOne has read and understood the above.

- 4.5 The proposal should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. For ease of evaluation, proposals should be presented in the format described within this RFP.**

AppleOne has read and understood the above.

- 4.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.**

AppleOne has read and understood the above.

- 4.7 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.**

AppleOne has read and understood the above.

- 4.8 The proposal must be signed by the individual(s) legally authorized to bind the Contractor.**

AppleOne has read and understood the above.

- 4.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.**

AppleOne has read and understood the above.

- 4.10 Proposals shall be submitted in two (2) distinct parts - the narrative/technical proposal and the cost proposal.**

THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION.

The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be packaged separately, but submitted together.

AppleOne has read and understood the above. Our response to this RFP complies with the City's stated requirements.

5 PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:**

- 5.1.1 Demonstrated competence;**
- 5.1.2. Experience in performance of comparable engagements;**
- 5.1.3. Expertise and availability of key personnel;**
- 5.1.4 Financial stability;**
- 5.1.5 Conformance with the terms of this RFP; and**
- 5.1.5 Reasonableness of cost.**

AppleOne has read and understood the above.

- 5.2 Proposals shall be kept confidential until a contract is awarded.**

AppleOne has read and understood the above.

- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.**

AppleOne has read and understood the above.

- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.**

AppleOne has read and understood the above.

- 5.5 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

AppleOne has read and understood the above.

- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable. Award of contract for the overall solution shall be made either to a single Contractor or to multiple Contractors. The City will choose the Contractor(s) proposal that provides the most favorable alternative to the City. The Contractor(s) shall be deemed as having been awarded a contract when the formal notice of acceptance of proposal has been duly served upon the intended awardee by an authorized agent of the City. The City will have the option to selectively choose which contractors will be awarded components of the solution based on the best overall proposals for the City.

AppleOne has read and understood the above.

6. PROTEST PROCEDURES

6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals ("RFP"). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

AppleOne has read and understood the above.

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasina/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses,

failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

AppleOne has read and understood the above.

6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

AppleOne has read and understood the above. Our proposal is signed by Michael A. Hoyal, AppleOne's Chief Financial Officer.

6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within two (2) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

AppleOne has read and understood the above.

6.5 Limitation of Remedy

AppleOne has read and understood the above.

7. PROJECT SPECIFICATION

- 7.1 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.**

AppleOne has read and understood the above. AppleOne's payroll system is designed to accurately track the employees total hours even if it involves multiple wage rates and or/locations within a pay period. The AppleOne account management team will monitor the hours worked by assigned temporaries on this project to ensure that the time limits are not exceeded.

7.2 Temporary personnel are not eligible for alternative work schedules that exceed 8 hours per day or 40 hours per week.

AppleOne has read and understood the above. It is our standard policy that temporary employees are not allowed to work outside of set schedules without the approval of authorized client representatives.

7.3 Contractor shall provide a dedicated phone line for the City's staffing needs.

AppleOne has read, understood and does agree to this requirement. AppleOne currently maintains a dedicated phone line for the City of Long Beach. The number is (562) 355-8359. Should the City choose to reengage AppleOne as the service provider, this number will continue.

AppleOne has dedicated our Long Beach staff to provide service to the City. The account management team can be reached at this number 24 hours per day, seven (7) days per week. Should the City call outside of normal office hours, the AppleOne system will page account management team members via cell phone to ensure that the City receives prompt and personal response.

7.4 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.

AppleOne has read, understood and does agree to the above. As required by the City, AppleOne will require and provide every on-duty temporary associate assigned to the City with an Identification Badge to be displayed at all times while he/she is within the confines of the facility. The badges will be branded with the AppleOne moniker, and will display all required information, such as the employee's name, photograph, etc. These badges will have a unified appearance, which will make our temporary employees easily recognizable by the City.

7.5 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.

AppleOne has read, understood and does agree to the above requirement. AppleOne's time keeping methods allow us to accurately track temporary employee hours worked. In addition to traditional paper time cards, AppleOne currently uses our Web-Based time capture solution for the City. Easy to use and configured to City needs and requirements, Web-Based Time Capture offers an ideal solution for public sector entities that encompass a wide geographic area. The system performs four critical processes: Time Capture, Time Approval, Time Processing and Management Reporting.

Web-Based Time Capture eliminates the need for manual time collection and individual time card approval. Utilizing Internet protocols and hosted web services to automate timekeeping, Web-Based Time Capture also eliminates the need to manage application software over a network of individual client stations.

Web-Based Time Capture can be accessed through the Web, or over a partnered Extranet. Associates are given unique passwords and user identities that allow them to input their own hours. Supervisors receive additional system rights including view, edit and

approval based on the City's specific requirements. AppleOne understands that a City department designee will approve time cards/sheets.

7.6 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.

AppleOne has organized a project team to handle implementation, points of contact and project management to ensure that the City of Long Beach receives quality service. The proposed AppleOne team consists of local staff with proven experience applying "best practices" within the human capital resources industry. The team will be headed by Ms. Erica Piro, AppleOne Long Beach Staffing Coordinator and current dedicated account representative to the City. Ms. Piro is directly supported by Long Beach Branch Manager Armina Suque. Regional Vice President Richard Wilke is the Executive Sponsor for the City.

7.7 Contractor shall provide standardized monthly reporting; content and format to be designated by the City.

The designated AppleOne account representative will respond to the City's needs as required.

JOB ORDER FULFILLMENT

The job order filling procedures at AppleOne are based on our in-depth knowledge of the needs of Government entities and dedication to gaining and maintaining an understanding of your unique staffing needs. AppleOne has found that one of the best ways to deliver qualified candidates is to perform job profiling and benchmarking to establish parameters that will assist in identifying the skill levels required to succeed in the City's specific working environments, in addition to gaining a clear understanding of your office atmospheres.

Based on knowledge of your requirements and using proprietary software and systems, Erica Piro, AppleOne Staffing Coordinator and designated Account Representative for the City, will map task orders out for the Long Beach branch to quickly fill your needs from AppleOne's large pool of local area pre-qualified candidates. In addition, AppleOne can customize its recruitment and matching processes according to projected staffing requirements in order to further ensure that qualified candidates are available. The Long Beach will maintain close contact with City representatives to maintain an awareness of current and upcoming staffing requirements in order to minimize potential disruptions from employee turnover.

Step-by-Step Job Order Process

The City's notification of need will initiate AppleOne's streamlined job ordering process. AppleOne has a standardized Job Order Response Process that provides an overview of how we will ensure the availability and qualifications of contractor personnel. The breakdown of AppleOne's Job Order Response Process is as follows:

Step 1 – Job Order Submitted

Job Order is submitted by the City to the AppleOne Account Representative via your preferred method (phone, fax, or the Internet). The Account Representative will act as a

single point of contact for the City. The AppleOne Electronic Procurement software can alternatively be utilized to automate the procurement process.

Step 2 – Acceptance of Order and Initial Response

The AppleOne account management team accepts the order and enters it into AppleOne's internal Office Automation database. Account Representative Erica Piro, Branch Manager Armina Suque or another authorized team member will then respond to you within 30 minutes to confirm that they received the order as well as provide a status update. Further information may be requested at this stage from the contracting officer or department head at the City.

Step 3 – Job Order is Sent Out

The Long Beach account management team will utilize AppleOne's web-based accounting management and monitoring system, OANet, to send out the job order to all of AppleOne supporting offices within the region in order to identify the best candidates (if new recruits are required).

Step 4 – Evaluation Process

Once a qualified candidate is identified, AppleOne completes a customized evaluation process for the City. This may include credit, criminal and drug screening as well as an in-depth review of job requirements and expectations. If the candidate meets all requirements and accepts the positions we will move onto the next step. If not, the previous step is repeated until a qualified candidate match is made.

Step 5 – Interview/Final Approval

The candidate is then interviewed or presented for a final approval by the City. If approved, the candidate is confirmed for a start date. Also, in accordance with the State of California's Assembly Bill 469 - Wage Theft Protection Act, AppleOne will notify the temporary associate in writing with information specific to his or her assignment if the position is accepted.

Step 6 – Orientation

Prior to the start date, AppleOne will provide the candidate with a full orientation on the job and the City environment, as well as information on how to complete their timecard or assign them a badge/password for AppleOne's Time and Attendance Processor (TAP) or Web Time Capture software, if the City decides to use these options.

Step 7 – Quality Control

On the first day of assignment, a member of the account management team will conduct a quality control call to the candidate's supervisor. At the end of the first week, another quality control check will be completed. Afterwards, the team will conduct ongoing quality checks to ensure that the candidate is performing up to, or better than, expectations for the City.

7.8 Background Check (Live Scan) Procedures

AppleOne will comply with the background check procedures as stipulated by the City.

7.8.1 Live Scan is required for all temporary personnel scheduled for assignment longer than five (5) days.

AppleOne has read, understood and does agree to the above.

7.8.2 Live Scan fee is \$32 and is to be paid by Contractor. If the cost of the Live Scan is to increase, the City will notify contractor of the new rate.

AppleOne has read, understood and does agree to the above.

7.8.3 Department of Justice (DOJ) will bill the City; and City will bill the contractor

AppleOne has read, understood and does agree to the above.

7.8.4 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.

AppleOne has read, understood and does agree to the above.

7.8.5 The City will provide Live Scan forms to contractor. Contractor is responsible for Live Scan of temporary personnel as required.

AppleOne has read, understood and does agree to the above.

7.8.6 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.

AppleOne has read, understood and does agree to the above requirement. AppleOne acknowledges that certain information gained by temporary personnel during assignment may be confidential, and that any information identified as confidential will remain so. Per City requirements, a "confidentiality" statement will be signed and kept on file for all temporary personnel.

7.8.7 Contractor and temporary personnel provided by contractor are independent contractors and not employees of the City of Long Beach.

AppleOne has read, understood and agrees to the above. AppleOne avoids co-employment issues by keeping our temporary employees informed about the employee/employer relationship. Throughout our relationship:

- The employee/employer relationship is clearly defined at the initial interview with the candidate.
- Temporary employees receive an AppleOne orientation prior to starting any assignment and the employee/employer relationship is reiterated.
- We encourage our temporary employees to contact appropriate AppleOne managers for any non-project-related issues during an assignment.

- Our managers are trained in co-employment and Human Resources issues.
- AppleOne's managers remain in contact with our temporary employees and are able to resolve problems without inconveniencing client supervisors.
- AppleOne temporary employees are continually reminded via timecard of their status as our employees; sample screenshots from our web-based timecard system with related language are attached at the end of this proposal section.

Our program is designed to keep all temporary employee data and records completely separate from the client's systems and records, thereby ensuring that the client is protected against co-employment claims.

BACKGROUND SCREENING PROCEDURES

As an incumbent provider, AppleOne currently follows Background Check/Live Scan procedures as required by the City. AppleOne will continue to comply with the City of Long Beach's background check process. AppleOne will send candidates to be screened in advance. AppleOne will only dispatch candidates that have been cleared by the background and Live Scan process. AppleOne also uses the following additional screening methods.

Reference Checks

It is AppleOne's standard policy that a candidate must have a minimum of two verified, positive references from past employers to be eligible to work with our clients.

Immigration Reform and Control Act Policy Statement

It is AppleOne's policy to comply with all laws, including anti-discrimination laws and immigration laws. In compliance with the Immigration and Control Act of 1986, AppleOne examines the required documentation presented to us under oath by applicants, and we certify that, to the best of our knowledge, the applicants being referred to our clients are authorized to work in the United States.

IMAGE Certification

In 2006, U.S. Department of Homeland Security, Immigration, and Customs Enforcement (ICE) created the ICE Mutual Agreement between Government and Employers (IMAGE) program as a joint government and private sector initiative in an effort to build cooperative relationships and strengthen hiring practices. The goal of the IMAGE program is to curtail the employment of unauthorized workers through outreach, education, and partnership. Companies who go through the process of IMAGE certification use ICE approved hiring procedures and are better able to provide clients with a stable workforce.

AppleOne's participation in the IMAGE program reduces unauthorized employment and minimizes the use of fraudulent identity documents. As a certified company, working with AppleOne protects our clients' workforce integrity by helping to ensure employees are who they represent themselves to

be. Through IMAGE, AppleOne improves company's hiring practices and helps them avoid negative exposure due to unauthorized workers in the workplace.

I-9 Verification – E-Verify Program Requirement

A new regulation from ICE (Immigration and Customs Enforcement) has been issued and it sets forth "Safe Harbor" procedures that provide employers guidance as to actions that need to be taken upon receipt of so-called mismatch letters from the Social Security Administration (SSA).

If AppleOne receives a "mismatch" or "no-match" letter from E-Verify, AppleOne does not deny employment to the applicant. The mismatch may be due to one of the following:

- A clerical error when entering the number into the E-Verify Program
- The applicant transposing the number when writing it on the I-9 Form
- The number not belonging to the applicant (fraud).

If AppleOne receives this letter from the system, an AppleOne project team member will check to make sure the number was not entered incorrectly based on the number provided by the candidate on the I-9 Form. If the number has not been entered correctly, AppleOne follows the following procedures:

1. For clerical errors, social security numbers are verified by viewing the original social security card and following the instructions indicated in the letter received from the SSA's E-Verify system. The Account Executive verifies that the error has been corrected by using the Social Security Number Verification Service (www.socialsecurity.gov/employer/ssnv.htm - or by phone - 800-772-6270). A record of the date and time of the verification is kept on file in the local branch.
2. A temporary employee has 90 days to resolve the situation with the SSA. Again, AppleOne does not deny employment to the applicant during this time if the employee indicates that this is an error and that the number is correct.
3. Once the temporary employee brings in the document from the SSA that resolves the issue, the employee must complete a new Form I-9 and re-verify their status within 3 days.
4. If the employee is unable to resolve the mismatch and chooses to use a different document required for I-9 verification purposes, other than a document containing the questionable social security card, then a new I-9 Form is completed, and they will be treated as a new employee.
5. After 90 days, if the situation has not been resolved, the employee will be removed from assignment.

8 WARRANTY/MAINTENANCE AND SERVICE

As noted within the RFP, this section is Not Applicable to this Proposal.

9 COMPANY BACKGROUND AND REFERENCES

9.1 Primary Contractor Information

AppleOne's company profile is provided below.

- **Company Ownership**

Howroyd Wright Employment Agency, Inc. dba AppleOne Employment Services is a Corporation. AppleOne is incorporated in the State of California. Our entity number is C0557445.

- **Location of Offices**

AppleOne currently has 225 locations across the United States and Canada.

- **Location of Offices Servicing California Account(s)**

AppleOne maintains a full service branch in the City of Long Beach, as identified below:

AppleOne Employment Services
3900 Kilroy Airport Way, Suite 180
Long Beach, CA 90806

A list of current AppleOne California locations is provided below. Please note that all of these offices service California clients.

AppleOne Office List (California)			
Address	City	State	Zip
3900 Kilroy Airport Way, Suite 180	Long Beach	CA	90806
85 Enterprise, Suite 420	Aliso Viejo	CA	92656
2401 E. Katella Ave. , Suite 240	Anaheim	CA	92806
5620 California Ave., Unit C	Bakersfield	CA	93309
9100 Wilshire Blvd., Suite 362W	Beverly Hills	CA	90212
1901 S. Bascom Ave., Suite 1220	Campbell	CA	95008
5963 La Place Court, Suite 109	Carlsbad	CA	92008
12750 Center Court Dr., Suite 120	Cerritos	CA	90703
17800 Castleton Street, Suite 100	City of Industry	CA	91748
1260 Corona Pointe Court, Suite #103	Corona	CA	92879
5901 Green Valley Circle, Suite 466	Culver City	CA	90230
10805 Holder Street, Suite 200	Cypress	CA	90630
8601 East Florence Avenue	Downey	CA	90240
3890 Mowry Ave., Suite 200	Fremont	CA	94538
6049 North Palm Ave.	Fresno	CA	93704
325 W. Broadway	Glendale	CA	91204
16371 Beach Blvd., Suite 100 & 111	Huntington Beach	CA	92647

AppleOne Office List (California)			
Address	City	State	Zip
16371 Beach Blvd., Suite 201	Huntington Beach	CA	92647
1250 Westwood Blvd.	Los Angeles	CA	90024
725 S. Figueroa Street, Suite 1600	Los Angeles	CA	90017
26300 La Alameda , Suite 130	Mission Viejo	CA	92691
1000 Corporate Center Drive , Suite 330	Monterey Park	CA	91754
1500 Crittenden Lane, M/S 747	Mountain View	CA	94043
3937 Birch Street	Newport Beach	CA	92660
1970 Broadway, Suite 110	Oakland	CA	94612
3190 Shelby Street, Suite A-2	Ontario	CA	91764
770 The City Drive South, Suite 1300	Orange	CA	92868
1000 Town Center Drive, Suite 135	Oxnard	CA	93036
150 S. Los Robles, Suite 970	Pasadena	CA	91101
5341 Old Redwood HWY, Suite 220	Petaluma	CA	94954
4825 Hopyard Road, Suite F-21	Pleasanton	CA	94588
111 SW Fifth Street, Suite 140	Portland	CA	97204
1501 Research Park Drive	Riverside	CA	92507
3801 University Avenue, Suite 175	Riverside	CA	92501
3300 Douglas Blvd., Suite 170	Roseville	CA	95661
8880 Cal Center Drive, Suite 100	Sacramento	CA	95826
165 W. Hospitality Lane, Suite 14	San Bernardino	CA	92408
1450 Frazee Road, Suite 225	San Diego	CA	92108
9909 Mira Mesa Blvd, Suite 100	San Diego	CA	92131
44 Montgomery Street, Suite 150	San Francisco	CA	94104
100 East San Marcos Blvd., Suite 370	San Marcos	CA	92069
1515 S. El Camino Real, 3rd Floor	San Mateo	CA	94402
3700 State Street, Suite 210	Santa Barbara	CA	93105
4655 Old Ironsides Drive, Suite 190	Santa Clara	CA	95054
15165 Ventura Blvd., Suite 120	Sherman Oaks	CA	91403
2655 First Street., Suite 230	Simi Valley	CA	93065
26580 Ynez Road., Suite B	Temecula	CA	92591
1155 East Thousand Oaks Blvd.	Thousand Oaks	CA	91362
18538 Hawthorne Boulevard	Torrance	CA	90504
3575 Cahuenga Blvd West, Suite 370	Universal City	CA	90068
450 N. Mountain Ave., Suite E	Upland	CA	91786
1300 Eastman Ave., Suite 220	Ventura	CA	93003
2121 North California Blvd., Suite 220	Walnut Creek	CA	94596
2801 Townsgate Road, Suite 106	Westlake Village	CA	91361
21820 Burbank Blvd., Suite 224 (South)	Woodland Hills	CA	91367

- Number of Employees Locally and Nationally**

AppleOne currently has approximately 386 employees in the State of California, with a total of 821 full-time staff members across the country. Specifically within the City of Long Beach, AppleOne has 10 full-time branch employees.

- **Location(s) from which employees will be assigned**

AppleOne's Long Beach office will be the primary service location for the City of Long Beach, which is also the location of the contract account management team. This office will be supported as needed by our network of local area offices, including, but not limited to, the following areas:

- Cerritos
- Culver City
- Cypress
- Downey
- Torrance

To fulfill the City's staffing requirements, the Long Beach account management team will leverage our extensive Southern California branch network if or as needed.

- **Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.**

AppleOne Regional Vice President Richard Wilke will be the City's primary point of contact for the resultant contract. His information is provided below:

Richard Wilke
Regional Vice President
AppleOne Employment Services
18538 Hawthorne Blvd
Torrance, CA 90504
Phone: (310) 370-0708
Email: rwilke@apleone.com

- **Company background/history and why Contractor is qualified to provide the services described in this RFP.**

AppleOne has been providing long-term temporary personnel staffing services such as those required by the City for fifty (50) years. Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services was founded in 1964 by its President, Bernard Howroyd. AppleOne has become the largest privately held human capital management firm in the United States and is currently expanding globally.

AppleOne has extensive history servicing clients of similar size and scope to the City, including the following California municipalities:

- Beverly Hills
- Glendale
- Los Angeles
- Pasadena
- Sacramento
- West Hollywood

AppleOne's principal line of business is staffing services human capital management, providing temporary, temporary-to-permanent and direct-hire services. In order to ensure that public sector clients such as the City receive exemplary service, AppleOne developed our Government Solutions Division, to evaluate and address the specific needs of AppleOne's public sector clients. The services provided include, but are not limited to, consistently tracking milestones and deliverables, addressing all quality control issues, adhering to budgeting cycles, and maintaining constant lines of

open communication in order to remain proactive with regard to all contractual and service issues.

AppleOne's Government Solutions Division team has serviced over 250 public entities on the Local, State and Federal level, as well as public and private educational institutions. AppleOne's team members work to provide this specialized client base with high-quality staffing solutions while remaining cognizant of the taxpayer's dollar.

LOCAL SERVICE LOCATION

AppleOne maintains a well-staffed, highly experienced service branch within the City of Long Beach. The account management team for the City is located at this office, and currently supports the City's Temporary Staffing Services requirements.

USE OF RESIDENT CANDIDATES

In addition to having a full service branch within the City, AppleOne is dedicated to providing contingent employment options to candidates who reside within City limits. AppleOne understands the current, difficult economic climate, and the effects upon the City of Long Beach. Therefore, we attempt to identify every possible temporary job opportunity for Long Beach residents.

- **Length of time Contractor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.**

AppleOne has been providing the services described in this RFP to the public and private sector for fifty (50) years.

AppleOne has a long history of providing exemplary service to the City of Long Beach. We have a 17-year relationship with the City, which began with the Health Department in February of 1997. We look forward to continuing our relationship with the City.

- **Resumes for key staff to be responsible for performance of any contract resulting from this RFP.**

AppleOne has included resumes for each of our key staff in the Attachments section of our Proposal.

AppleOne has comprised a team who will oversee contract management and work to ensure the City's satisfaction. The proposed AppleOne team consists of staff with proven experience applying "best practices" within the human capital resources industry. The City of Long Beach will be directly serviced by AppleOne's Long Beach office, which in turn is supported by corporate management. Staffing Coordinator Erica Piro and Branch Manager Armina Suque will serve as the primary and secondary points of contact, respectively. Regional Vice President Richard Wilke will be the Executive Sponsor for this project.

Each key individual is presented starting on the following page.

Erica Piro	
Project Role	Account Representative / Primary Point of Contact
Current Position	Staffing Coordinator
Years with Firm	7
Education/Certification	National Institute of Technology – Long Beach, CA El Camino Community College – Torrance, CA
Contact Information	3900 Kilroy Airport Way, Suite 180 Long Beach, California 90806 Email: epiro@appleone.com Phone: (562) 637-1001 Fax: (562) 637-1017
Summary	<p>Erica Piro, a Staffing Coordinator in the Long Beach branch, has over 11 years of applicable experience, including seven (7) years with AppleOne providing service to public sector clients. As Project Director, Ms. Piro will be responsible for overseeing all aspects of the Temporary Staffing Services project. Ms. Piro will manage the day-to-day processes, including testing, screening and ensuring all temporary employees are fully trained and qualified, have the skills requirements needed for positions, and are performing up to standard for the City. Ms. Piro will gather all necessary information to enable the local offices to recruit, screen, evaluate, and qualify candidates who possess the tangible and intangible skills required to be productive at the City.</p> <p>If needed, Ms. Piro will coordinate with other local-area AppleOne branches to fulfill temporary employee candidate requests, ensuring that all City position requirements are met. Ms. Piro will be directly supported by the secondary point of contact for this contract, Ms. Armina Suque, as well as the Executive Sponsor, area branch staff, and AppleOne's dedicated Government Solutions Division.</p>

Armina Suque	
Project Role	Secondary Point of Contact
Current Position	Branch Manager
Years with Firm	15

Armina Suque	
Education/Certification	<p><u>Certification</u> Memory Lane System (MLS) Trainer for City of Long Beach, Housing Authority</p> <p><u>Education</u></p> <ul style="list-style-type: none"> • Southern Connecticut University, North Haven, CT • Courses Taken towards Bachelor's, Nursing • Gateway Technical College, New Haven, CT • Associates Arts, Liberal Studies
Contact Information	3900 Kilroy Airport Way, Suite 180 Long Beach, California 90806 Email: asuque@appleone.com Phone: (562) 637-1001 Fax: (562) 637-1017
Summary	<p>Branch Manager Armina Suque is the Secondary Point of Contact for Day-to-Day Management and is the primary point of contact for the job order process. Ms. Suque has been with AppleOne since 1998, with over 15 years of professional experience. Ms. Suque's primary responsibility will be to provide special recruiting services to support the City. Ms. Suque will also be the first level of escalation if any service issues should arise, and will oversee the day-to-day tasks by supporting Ms. Piro and providing the resources necessary to ensure that the City is receiving the required services. If required, Ms. Suque has the ability to act in Ms. Piro's stead to ensure seamless management of this project. Ms. Suque also has the ability to provide on-site project support for the City if warranted by project volume and staffing requirements.</p>

Richard Wilke	
Project Role	Executive Sponsor
Current Position	Regional Vice President
Years with Firm	27
Education/Certification	Bachelor of Arts, California State University – Long Beach
Contact Information	18538 Hawthorne Blvd. Torrance, CA 90504 Email: rwilke@appleone.com Phone: (310) 370-0708 Fax: (310) 370-7087

Richard Wilke	
Summary	Mr. Wilke will provide executive support to Ms. Piro and the project overall. Mr. Wilke has been with AppleOne for 27 years and has a great deal of ingenuity in the professional recruitment and placement arena. He also has project management expertise, which has greatly contributed to AppleOne's success in Southern California. Mr. Wilke will assist with service provision oversight supporting Ms. Piro and Ms. Suque. Mr. Wilke will review the clients operations to ensure that AppleOne services and products are appropriately matched to the best advantage of the City.

Additional Support

These individuals will be supported by the ten (10) primary team members in the Long Beach branch, as well as AppleOne's Government Services Division.

9.2 Subcontractor Information

As noted within the RFP, this section is Not Applicable to this Proposal.

9.2 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

CONFIDENTIAL

AppleOne is providing the following five (5) references. **Please note that these references are confidential**, and AppleOne respectfully requests that they are not part of the public record.

Client Name	City of Long Beach
Address	333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802
Project Description	Temporary Staffing Services
Project Dates	1997 to Present
Technical Environment	Supply clerical and accounting temporaries within the City of Long Beach as needed.
Staff Assigned	Key team members Erica Piro, Armina Suque and Richard Wilke, supported by Long Beach branch staff

Page 23 and 24 on file with Purchasing

9.3 Business License

A copy of the current license for AppleOne's Long Beach office is included in the Attachments section of this Proposal.

10. COST

AppleOne's completed Fee Schedule is included in our separately sealed Cost Proposal, per RFP requirements. Please note that AppleOne would like the option to revisit rates and pricing on an annual basis.

11. BONDS

Per the RFP, this section is Not Applicable to this Proposal.

12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process shall be funded in whole or in part from grants awarded under Urban Areas Security Initiative (UASI) and Port Security Grant Program (PSGP). Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

12.1 Order of Precedence - In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

AppleOne has read, understood and does agree to the above.

12.2 Access to Contractor's Records - The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AppleOne has read, understood and does agree to the above. Access will be provided to pertinent records as required by the City.

- 12.3 Americans with Disabilities Act- The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.**

AppleOne has read, understood and does comply with above. Additionally, per the Code of Federal Regulations (CFR), AppleOne Employment Services will abide by all the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

- 12.4 Compliance with Contract Work Hours and Safety Standard Act - The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).**

AppleOne has read, understood and does comply with the above.

- 12.5 Compliance with Copeland "Anti-Kickback" Act - The Awarded Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).**

AppleOne has read, understood and does comply with the above.

- 12.6 Compliance with Davis-Bacon Act - The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.**

AppleOne has read, understood and does comply with the above. It is AppleOne's standard policy to adhere to all applicable Federal, State and Local laws, regulations and statutes.

- 12.7 Copyright - The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: 'The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.' The Awarded Contractor shall comply with 25 CFR 85.34.**

AppleOne has read, understood and does comply with the above.

- 12.8 Drug-Free Workplace - The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.**

AppleOne has read, understood and does comply with the above. AppleOne will continue to provide a drug-free workplace as required. AppleOne's policy on the use of drugs and alcohol, and of the unlawful possession of controlled substances, on either company premises or the premises of our client companies, is as follow:

The unlawful possession, distribution, or use of alcohol or a controlled substance on company premises, or the premises of our client companies, is absolutely prohibited.

Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences. Please note that our Drug Free Workplace Acknowledgment form is part of our standard employment packet.

- 12.9 Energy Efficiency - The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).**

AppleOne has read, understood and does comply with the above. AppleOne policies support and promote opportunities to recycle, reuse, and conserve resources whenever possible. As part of its overall initiative to cultivate a green corporate policy, AppleOne has undertaken several key steps toward reaching its environmental protection goals in a much longer and extensive process.

- 12.10 Environmental Legislation - The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).**

AppleOne has read, understood and does comply with the above.

- 12.11 System for Award Management (SAM) - In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).**

AppleOne has read, understood and does comply with the above.

- 12.12 Minority, Women and Other Business Enterprise Outreach - In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44CFR§13.36(e).**

AppleOne has read, understood and does agree to the above. AppleOne is certified as a Woman-Owned Business by the Women's Business Enterprise National Council (WBENC). A copy of our current certificate is included in the Attachments section of this Proposal.

As a WBE business enterprise with extensive experience servicing various housing authorities and agencies across the United States, AppleOne encourages and assists minority, women-owned and service-disabled veteran owned enterprises and disadvantaged individuals. This is a reflection of our long-standing commitment to equal opportunity and affirmative action. This commitment is supported by our highest levels of management and is communicated to all current and potential employees.

- 12.13 National Preservation Acts -The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).**

AppleOne has read, understood and will comply with the above.

12.14 Non-discrimination; Equal Employment Opportunity - The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.

AppleOne has read, understood and does comply with the above. It is the established company policy of AppleOne to provide equal opportunity for all.

All applicants for employment with AppleOne receive consideration for employment without regard to race, color, religion, national origin, ancestry, gender, sexual orientation, age, marital status, medical condition, or physical handicap.

All job orders from our clients are reviewed and filled solely on the basis of the job-related qualifications of our candidates. A discriminatory job order will not be accepted and candidates are referred on a non-discriminatory basis.

AppleOne does not maintain, nor provide for its employees, segregated facilities at any of its locations. Neither does it permit its employees to perform their services at any location where segregated facilities are maintained.

This policy is communicated to all AppleOne offices. All managers, supervisors, and employees are counted on for their wholehearted support to make this Equal Employment Opportunity program successful.

12.15 Patent Rights- The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

AppleOne has read, understood and acknowledges the requirements above.

- 12.16 Payments, Reports, Records, Retention and Enforcement - The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.**

AppleOne has read, understood and acknowledges the requirements as detailed above. AppleOne will cooperate with the City as needed. As an ISO 9001:2008-certified company, AppleOne has a standard record retention policy of not less than three (3) years with respect to candidate-related information, and will retain records pertinent to the City for the length of time required. Please note that, with respect to temporary employee information, AppleOne complies with and adheres to all Federal and State regulations regarding privacy.

AppleOne has taken additional steps to ensure that the privacy of company, client, and vendor data is protected. All internal employees have passed a background check and have signed a confidentiality agreement to safeguard client data. AppleOne also complies with all state and federal regulations for data security, integrity, and privacy, including FISMA and the Gramm Leach Bliley

- 12.17 Publications - All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: 'This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security.'**

AppleOne has read, understood and will comply with the above.

- 12.18 Rights to Data - The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).**

AppleOne has read, understood and does comply with the above.

- 12.19 Rights to Use Inventions - City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty - free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.**

AppleOne has read, understood and does comply with the above.

13. TERMS, CONDITIONS AND EXCEPTIONS

- 13.1 This contract will be for a period of 24 months with three (3) one year annual renewal options at the discretion of the City.**

AppleOne has read, understood and does agree to the above.

- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.**

AppleOne has read, understood and does agree to the above.

- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.**

AppleOne has read, understood and does agree to the above.

- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.**

AppleOne has read, understood and does agree to the above.

- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.**

AppleOne has read, understood and does agree to the above.

- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.**

AppleOne has read, understood and does agree to the above.

- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.**

AppleOne has read, understood and does agree to the above. A standard sample staffing agreement has been included in the Attachments section of this Proposal.

- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.**

AppleOne has read, understood and does agree to the above.

- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.**

AppleOne has read, understood and does agree to the above.

- 13.10. Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.**

AppleOne has read, understood and does agree to the above.

- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.**

AppleOne has read, understood and does agree to the above. AppleOne's provided pricing was arrived at independently. Additionally, our signed *Attachment C, Statement of Non-collusion* is included in the Required Forms section of this Proposal.

- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.**

AppleOne has read, understood and does agree to the above.

- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.**

AppleOne has read, understood and does agree to the above.

- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.**

AppleOne has read, understood and does agree to the above.

- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.**

AppleOne has read, understood and does agree to the above. Please note our response to Item 9.2 – References on page 22 of this Proposal has been marked as "Confidential".

- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.**

AppleOne has read and understood the above. AppleOne is not proposing the use of subcontractors; therefore, this is Not Applicable to our Proposal.

- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.**

AppleOne has read, understood and does agree to the above.

- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.**

AppleOne has read, understood and does agree to the above.

- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.**

AppleOne has read, understood and does agree to the above. Our company has no existing or potential conflicts of interest relative to the performance of contractual services. Therefore, this is Not Applicable to our organization.

- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.**

AppleOne has read, understood and does agree to the above. AppleOne has no contract failures, nor does our organization have any litigation that will impede our ability to provide service to the City.

- 13.21 The City will not be liable for Federal, State, or Local excise taxes.**

AppleOne has read, understood and does agree to the above.

- 13.22 Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.**

AppleOne has read, understood and does agree to the above.

- 13.2 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.**

AppleOne has read, understood and does agree to the above.

- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.**

AppleOne has read, understood and does agree to the above.

- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.**

AppleOne has read, understood and does agree to the above.

- 13.26** Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to attachment/appendix for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in the attachment/appendix. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

AppleOne has read, understood and does agree to the above. AppleOne has read, understood and does agree to the above. Our completed *Attachment F – Equal Benefits Ordinance Disclosure* and *Equal Benefits Ordinance Compliance* forms are included in the Required Forms section of our proposal.

- 13.27** All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The Contractor shall indemnify, defend and hold the City harmless from any and all claims, causes of action and liabilities based upon or arising from the failure of any work related to the Project to comply with all such applicable legal requirements, including, without limitation, any such claims, causes of action or liabilities that may be asserted against or incurred by City with respect to or in any way arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq.

Contractor agrees that all public work (as defined in California Labor Code section (1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 etseq. City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such

bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

AppleOne has read, understood and does agree to the above.

2. REQUIRED FORMS

AppleOne has included the following forms in this Proposal section:

- Proposal Offer Page
- Attachment A – Certification and Compliance with Terms and Conditions of RFP
- Attachment C – Statement of Non-collusion
- Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification
- Attachment E – W-9 Request for Taxpayer Identification Number and Certification
- Attachment F – Equal Benefits Ordinance Disclosure

Please note all cost-related information, including our completed “Fee Schedule”, is included in our separately-sealed Cost Proposal per RFP requirements.

3. ATTACHMENTS

AppleOne has included the following pertinent attachments within this proposal section:

- Key Staff Resumes
- City of Long Beach License
- WBE Certificate
- Standard Staffing Contract (sample)



3900 Kilroy Airport Way, Suite 180
Long Beach, CA 90806

CONFIDENTIAL

Phone: (562) 637-1001
Fax: (562) 637-1017
E-mail: epiro@appleone.com

Erica Piro

Professional History

AppleOne Employment Services – Long Beach, CA

2005 to Present

Staffing Coordinator

- Dedicated AppleOne representative managing the City of the Long Beach account servicing over 15 departments with over 50 subdivisions
- Recruit, screen, evaluate and match qualified candidates to the clients specific job order requirements to ensure client retention
- Interview, evaluate and reference all candidates to determine their skill levels and their suitability for employment and/or placement by AppleOne
- Coach, counsel and recommend applicants as required
- Ensure timely response to job order requests
- Process payroll for temporary associates weekly
- Confirm applicants eligibility to work by utilizing E-Verify
- Respond to EDD unemployment claims within time sensitive deadlines
- Perform attendance and quality calls to ensure customer satisfaction
- Guarantee 100% fill ratio of all job order requests
- Generate weekly reports of temporary associates on assignment at City of Long Beach and distribute to assigned City of Long Beach Administrative Officers
- Conduct one on one premise visits with department supervisors for quality control and site inspection
- Assign ID badges and process background/drug screens for all City of Long Beach temporary employees

Education

NATIONAL INSTITUTE OF TECHNOLOGY, Long Beach, CA
Medical Assistant Diploma
Community First aid and Safety, Community CPR, Phlebotomy Certificates

EL CAMINO COMMUNITY COLLEGE, Torrance, CA
General Studies



3900 Kilroy Airport Way, Suite 180
Long Beach, CA 90806

CONFIDENTIAL

Phone: (562) 637-1001
Fax: (562) 637-1017
E-mail: asuque@appleone.com

Armina Suque

Professional History

AppleOne Employment Services – Long Beach, CA

2005 to Present

Branch Manager

- Active involvement in meeting all position requirements
- Accountability for all branch activity
- Effectively recruit, interview and hire branch personnel in accordance with hiring process
- Maintain adequate staff in branch at all times, keeping a pool of candidate applicants available
- Maintain accurate attendance records
- Review performance with staff weekly (scorecard), monthly, quarterly and annually
- Responsible for ongoing training and development of all team members
- Provide counseling in accordance with Performance Management Guidelines
- Maintain a proactive recruiting campaign for qualified candidates
- Provide effective leadership and direction to all team members
- Respond to requests, ideas, suggestions and grievances of team members
- Support all business needs of branch staff to ensure success
- Comply with all Company policies and procedures
- Maintain branch quality control

AppleOne Employment Services – Long Beach, CA

2004 to 2005

Assistant Manager

- Assist in recruiting and interviewing for the branch in accordance with company guidelines
- Responsible for assisting in the ongoing training and development of all team members
- Foster an environment of open communication, ensuring all team members are supported and understand the goals and objectives of AppleOne
- Ensure all team members understand AppleOne's company culture, goals and objectives
- Requests, ideas, suggestions and grievances of team members must be brought to the attention of the Branch Manager in a timely manner

AppleOne Employment Services – Long Beach, CA

2003 to 2004

Senior Account Executive

- Client development and rapport building
- Interface with clients to identify needs, present AppleOne programs and to obtain job orders either through marketing calls, responses to requests or from referrals.
- Continuously develop applicant base through recruiting, reactivating and referrals.

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3900 Kilroy Airport Way, Suite 180
Long Beach, CA 90806

Phone: (562) 637-1001
Fax: (562) 637-1017
E-mail: asuque@appleone.com

- Interview, evaluate and reference all candidates to determine their skill levels and their suitability for employment and/or placement by AppleOne.
- Coach, counsel and recommend applicants as required. Determine applicant's qualification for placement and assignment removal.
- Recruit, screen, evaluate and match qualified candidates to the clients' specific job order requirements to ensure client retention.
- Process weekly temporary payroll.
- Comply with Regional and Corporate expense report guidelines.

AppleOne Employment Services – Long Beach, CA

1998 to 2003

Dedicated Account Executive, City of Long Beach

- Work with City of Long Beach to define and fill job requisitions
- Coordinate/manage the requisitions of associates
- Recruit, interview and hire personnel assigned to client
- Provide final approval on candidates to present to client
- Provide orientation to new associates outlining client's requirements
- Complete understanding of all aspects of client departments' requirements
- Responsible for ongoing training and development of all team members
- Develop and maintain a sales cycle to maintain and increase existing client business
- Provide leadership, direction and counseling to all personnel working for client
- Respond to requests, ideas, suggestions and grievances
- Manage Partnered Vendor relationships, including but not limited to, weekly billing, termination of assignments, screening of candidates, problem resolution
- Process payroll for AppleOne temporary associates working at client
- Coordinate associate recognition program and/or regular incentives
- Maintain accurate records/reports to client specifications

Education

SOUTHERN CONNECTICUT UNIVERSITY, North Haven, CT
Courses Taken towards Bachelor's Degree, Nursing

GATEWAY TECHNICAL COLLEGE, New Haven, CT
Associates Arts, Liberal Studies

Certifications

Memory Lane System (MLS) Trainer for City of Long Beach, Housing Authority

CONFIDENTIAL

appleone

18538 Hawthorne Blvd.
Torrance, CA 90504

Phone: : (310) 370-0708
Fax: (310) 370-7087
E-mail: rwilke@appleone.com

Richard Wilke

Summary of Qualifications

Richard Wilke is a direct hire and recruitment specialist, with 27 years of experience in the search of talented individuals within all levels of an organization. He provides expert comprehensive full-cycle recruitment strategies to a wide variety of industries including, but not limited to manufacturing, finance, development and distribution. Mr. Wilke takes a proactive approach to collaborate closely with an organization's human resources or management team to assist in their specific workforce planning needs. Positive key to success is the ability to focus on both the tangible requirements such as skill, background, career longevity, and most importantly, the intangible factors essential to securing the appropriate selection resulting in long-term retention of talent. Mr. Wilke is expert at assessing the needs of the organization and the critical needs of the hiring department to ensure the position requirements are clearly developed in order to establish a successful recruitment strategy/placement. His project management expertise has greatly contributed to the agency's success in Southern California.

Professional History

AppleOne Employment Services – Long Beach / Torrance, CA 1998 to Present

Regional Vice President

- Management of all regional territories from Marina Del Rey to Long Beach, up to and including Downey, California.
- Accountable for all Regional Activity.
- Responsible for ongoing training and team member development.
- Assists with development and maintenance of sales cycle to promote new and existing client development.
- Responsible for area profitability.

AppleOne Employment Services – Long Beach, CA 1987 to 1998

Lead Recruiter

- Manage the full-cycle recruitment process for corporate functions from initial screening to negotiating and closing the salary requirement.
- Recruit for a wide range of positions in the areas of Accounting, Finance, Audit, Human Resources, Information Systems, Marketing, Communications, Inside Sales, and Clerical.
- Manage the internal recruitment process for current employees bidding on new vacancies.
- Work closely with hiring managers to stay informed of their hiring needs and to develop successful recruiting strategies for each of their job openings.
- Work with hiring managers to recommend candidates for face-to-face interviews and final selection.
- Conduct background and reference checks on finalist candidates.

Education

CALIFORNIA STATE UNIVERSITY, Long Beach, CA
Bachelor of Arts



CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE

ACCOUNT: BU20510400

=====> LICENSE HOLDER -- PLEASE NOTE <=====

THE BOTTOM PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE. IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT THE BUSINESS LICENSE SECTION AT (562) 570-6211.

NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE LICENSE EXPIRATION DATE. (PLEASE NOTIFY THE BUSINESS LICENSE SECTION IF YOU ARE NO LONGER IN BUSINESS.)

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION, MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE SECTION.

CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE

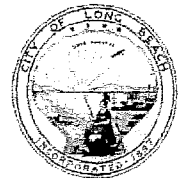
4 365

ACCOUNT: BU20510400

DATE: 07/24/14

LICENSE EXPIRES ON 07/01/15

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF BUSINESS: EMPLOYMENT AGENCY
DBA: APPLEONE EMPLOYMENT SERVICES
LOCATED AT: 3900 KILROY AIRPORT WAY 180



AUTHORIZED BY JOHN GROSS



hereby grants

National Women's Business Enterprise Certification

to

The Act 1 Group

dba

ACT 1 Personnel Services, Agile 1, AT-Tech, AppleO

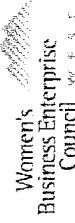
who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - West, a WBENC Regional Partner Organization.

Pamela Williamson, Ph.D.

Authorized by Pamela S. Williamson, Ph.D., President/CEO,
Women's Business Enterprise Council - West



Expiration Date: 01/01/2015
WBENC National Certificate Number: 247684

NAICS Codes: 561311, 561330, 561320, 541612, 561110

UNSPSC Codes: 80110000



STAFFING SERVICES AGREEMENT

This Agreement is entered into on this [] day of [], 2014, by and between Howroyd Wright Employment Agency, Inc., a California corporation, doing business as AppleOne Employment Services (hereafter "AppleOne"), with offices at 327 West Broadway, Glendale, California 91204 and [] a [] corporation (hereafter "Client"), with offices at [].

RECITALS

WHEREAS, AppleOne is in the business of providing temporary personnel and direct hire staffing services, as well as payroll services.

WHEREAS, Client desires to retain AppleOne to utilize the temporary personnel and direct-hire staffing services provided by AppleOne.

NOW, THEREFORE, in consideration of the parties' mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES:

1.1 AppleOne shall provide Client with temporary personnel services as requested by Client and to be rendered by employees of AppleOne or employees of subcontractors selected by AppleOne. The personnel of AppleOne and its subcontractors shall be referred to in this Agreement as "Temporary Employees." Unless otherwise agreed, all services performed by Temporary Employees shall be performed at Client's business premises on projects and for services assigned to the Temporary Employee by AppleOne. Client will not assign or relocate an AppleOne employee, without prior approval of AppleOne. Client will not change the scope of services to be provided by the AppleOne Temporary Employee without prior written approval of AppleOne. Client agrees to assume all liability for any third party claim arising after any reassignment/relocation, without prior approval of AppleOne.

2. TERM:

2.1 This Agreement shall commence as of the date set forth above, and shall continue in full force and effect for two years following the date first shown above. Upon the completion of the initial term, this Agreement shall be automatically renewed for two, successive one (1) year terms unless terminated by either party. Either party may terminate this Agreement by giving thirty (30) days notice in writing to the other party.

3. PREQUALIFICATION OF TEMPORARY EMPLOYEES:

3.1 AppleOne shall recruit and AppleOne shall be responsible to complete the I-9 verification process and to perform reference checks and such other screening as AppleOne deems reasonably necessary to determine the qualifications of and suitability of the Temporary Employees, prior to their assignment to Client's worksite. Reference checks for all Temporary Employees shall be based entirely upon application information provided by the Temporary Employees. AppleOne shall be entitled to rely upon any and all information received from Temporary Employees and their references with respect to such Temporary Employees. Except as specifically provided herein, any other background, reference or qualification checks or testing, shall be mutually agreed upon between Client and AppleOne. Unless otherwise agreed in writing, AppleOne shall not perform drug or health screening, credit, criminal, or other background checks.

4. COMPENSATION OF TEMPORARY EMPLOYEES:

4.1 AppleOne shall be responsible for the direct compensation of its Temporary Employees, including payment of wages, applicable federal, state and local taxes, and the payment of any required insurance (FUTA, SDI, Unemployment Insurance). AppleOne shall be solely responsible for any insurance premium payments for Workers' Compensation, disability, or other insurance, which is imposed upon AppleOne and required as a consequence of AppleOne's employment of its Temporary Employees under this Agreement. AppleOne agrees to hold Client harmless from all applicable federal, state and local taxes relating to income tax withholding, unemployment taxes, FUTA, SDI, and state unemployment insurance imposed upon AppleOne for wages paid by AppleOne to its Temporary Employees. To the extent that AppleOne may be required to pay its Temporary

Employees overtime under any federal or state law, AppleOne will bill the Client at the appropriate legal rate, based upon the Temporary Employees' base wage for overtime work plus the negotiated mark-up set forth herein. Refer to Exhibit A for additional detailed pricing information.

5. **SUPERVISION OF TEMPORARY EMPLOYEES:**

- 5.1 Client agrees to provide direct supervision and training to AppleOne's Temporary Employees at all such times that the Temporary Employees are at Client's business premises. Client agrees that the services of the Temporary Employees will be utilized only at Client's business premises. Client further agrees that Temporary Employees shall not be permitted, without express advance written approval by an officer of AppleOne, to (a) engage in travel or otherwise operate a motor vehicle or any motorized equipment on behalf of Client, (b) handle cash or valuables or negotiable instruments, (c) be permitted unsupervised or uncontrolled access to confidential or proprietary information, (d) be permitted unsupervised access to or control of the Client's business premises, (e) remove any property of Client from Client's business premises, (f) consume any alcohol, or (g) consume drugs, unless advance written authorization is provided by a physician, while the Temporary Employees are on assignment to Client.
- 5.2 In the event written approval is granted by AppleOne for its Temporary Employees to participate in any of the activities specified in subparts (a)-(g), above, AppleOne shall incur no liability as a consequence of the conduct of the Temporary Employee, excepting only that if Client reports in writing any claims made under the Fidelity Bond of AppleOne within thirty (30) days of the occurrence of the activity giving rise to such claims, such that claims may be pursued against the Fidelity Bond provided by AppleOne, if applicable. Client agrees to prosecute and file all necessary actions against the Temporary Employee as may be required to comply with the provisions of the Fidelity Bond, and further agrees that only in the event of conviction will the Fidelity Bond respond with payment or loss. AppleOne shall have no liability or responsibility for losses resulting from such claims to the extent that such claims exceed the amounts provided by the Fidelity Bond. Client shall not pay Temporary Employees directly or advance any funds to them.

6. **WORK ENVIRONMENT FOR TEMPORARY EMPLOYEES:**

- 6.1 Client agrees to comply with all applicable laws and ordinances relating to work site health and safety, and agrees to provide Temporary Employees a safe and healthful workplace, notices and training required by OSHA's Hazardous Communications Standard or similar law, safety equipment, protective clothing, and other health and safety devices reasonably necessary or required, including those necessary or required by law or otherwise used by Client's employees in the performance of similar work. Client agrees that it shall have in place at all times during the term of this Agreement an ongoing safety program in compliance with all applicable state and federal law. Client agrees to defend, indemnify, and hold harmless AppleOne for claims, damages or penalties arising out of violation of the Occupational Health and Safety Act of 1977, or any similar state or federal law with respect to workplaces owned, leased or supervised by Client or which arise or result from Client's failure to provide Temporary Employees a safe and healthful workplace.

7. **TERMINATION OF TEMPORARY EMPLOYEE JOB ASSIGNMENT OR REASSIGNMENT OF TEMPORARY EMPLOYEE BY APPLEONE:**

- 7.1 Client understands that Temporary Employees are assigned to Client to render temporary services and, absent agreement to the contrary, are not assigned to become employed by Client. Client acknowledges that AppleOne has the sole and exclusive right to terminate the assignment of any Temporary Employee, or to reassign any Temporary Employee to other positions including positions with other clients of AppleOne. Client may notify AppleOne at anytime of Client's request that any Temporary Employee with whom Client is not satisfied be removed from a particular assignment or from performing services at Client at all together.

8. **REPLACEMENT GUARANTEE:**

- 8.1 If AppleOne's Temporary Employee proves unsatisfactory, the Temporary Employee will be replaced at no charge to Client with a maximum credit of eight (8) hours, provided that Client indicates good cause and notifies AppleOne within four (4) hours of the Temporary Employee's commencement of services to Client. The fulfillment by AppleOne of this replacement guarantee will constitute Client's exclusive remedy with respect to any breach of obligations arising from provision of personnel and services by AppleOne to Client.

9. **INDEPENDENT CONTRACTOR:**

9.1 AppleOne and its subcontractors, if applicable, shall be considered for all purposes to be an independent contractor of Client and nothing in this Agreement shall be construed to create a partnership, employment relationship, joint venture or enterprise between AppleOne or its subcontractor and Client.

10. **PROPRIETARY SOFTWARE:**

10.1 To satisfy Client's Temporary Employee requirements, data and invoices may be generated using AppleOne's proprietary software which may be installed on Client's premises, and to which Client and its Temporary Employees may gain access. Client agrees that AppleOne software, including its data formats and any other related information pertaining to the software and its functions, shall remain the exclusive property of AppleOne and shall not be duplicated, copied or disclosed, or utilized for any other purpose.

11. **PRICING, INVOICING AND PAYMENT:**

11.1 AppleOne shall invoice Client weekly, and Client shall pay such invoices within fifteen (15) days of receipt of invoice. A service charge of one and one-half percent (1-1/2%) per month shall be charged on any balance, which remains unpaid after thirty (30) days from the date of invoice. Refer to Exhibit A for detailed pricing information.

11.2 The parties agree that rates and fees under this Agreement may be increased upon written notice to include any increase or addition of any government imposed taxes, fees or costs (including but not limited to, costs related to the Affordable Care Act) incurred after the effective date of this Agreement. Such increased costs will be added at cost and without additional mark-up.

12. **COMPLIANCE WITH LAW:**

12.1 Client agrees to comply with the applicable state and federal laws. Without limiting the foregoing, Client will comply with all applicable laws, federal and state, pertaining to labor and employment, including but not limited to Title VII of the 1964 Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Immigration Reform and Control Act, the California Fair Employment and Housing Act, the California Labor Code and California Industrial Welfare Orders, and all laws governing acts of sexual harassment or discrimination in the workplace. AppleOne shall incur no liability with regard to any alleged violation of laws by Client.

13. **CONVERSION OF TEMPORARY EMPLOYEE BY CLIENT:**

13.1 Client understands that Temporary Employees are assigned to Client to render temporary services, and absent agreement to the contrary, are not assigned to become employees of Client. Client acknowledges that considerable expense is incurred by AppleOne to advertise, recruit, evaluate, train, screen, and provide appropriate quality controls relative to its Temporary Employees. Accordingly, Client will not, without the written consent of AppleOne, hire a Temporary Employee, interfere with the employment relationship between AppleOne and its Temporary Employees, or directly or indirectly cause a Temporary Employee to transfer to another temporary help service. If Client, either directly or indirectly, such as through any company within Client's control or a company affiliated with Client, solicits or offers employment to, and/or hires a Temporary Employee of AppleOne as an employee, consultant, independent contractor of Client, or utilizes the Temporary Employee's services through another temporary or outsourcing service within six (6) months after termination of this person's temporary assignment with AppleOne at Client, Client agrees to pay AppleOne its standard direct hire fee stipulated by the parties to be equal to the Amount set forth on Exhibit A or, alternatively, a fee equal to twenty percent (20%) of the Employee's annualized wage or salary if no direct hire fee is set forth in Exhibit A.

14. **MONTHLY REPORTS:**

14.1 AppleOne shall provide, as requested, not less frequently than monthly, reports stating the name of the Temporary Employee, hours worked, and applicable pay rate. AppleOne shall provide such additional reports to Client, as agreed upon between AppleOne and Client in writing.

15. INSURANCE:

AppleOne shall provide all pertinent and necessary insurance at its own cost and expense, which shall include,

- 15.1 Workers' Compensation insurance as prescribed by the law of the state(s) in which the work is performed;
- 15.2 Employer's Liability insurance with limits of at least \$1,000,000 for each occurrence;
- 15.3 Comprehensive Automobile Liability insurance with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence;
- 15.4 Comprehensive General Liability insurance with limits of at least \$1,000,000 combined single limit for bodily injury, personal injury. All Comprehensive General Liability insurance shall designate Client as additional insured.

16. CONFIDENTIALITY:

16.1 During the performance of this Agreement, it may be necessary for the parties to provide confidential and/or proprietary information to each other. The parties agree that such information will be held in strict confidence by the receiving party and will not be disclosed by the receiving party to any third party, or used by the receiving party for its own purposes, except to the extent that such disclosure or use is necessary in the performance by the receiving party of its obligations under this Agreement. No information shall be subject to protection of this section if such information is:

- 16.1.1. or becomes publicly available;
- 16.1.2. released by the disclosing party to anyone without restriction;
- 16.1.3. or becomes known or developed by the receiving party independently of the confidential and/or proprietary information of the other party; or
- 16.1.4. released in response to a subpoena, court order or other legal process.

16.2 Neither party shall be liable, however, for inadvertent or accidental disclosure of such information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve and safeguard its own proprietary information. The receiving party upon the request of the disclosing party will return all writings or documents that contain information subject to the protections of this subsection.

17. WORK PRODUCT:

17.1 AppleOne agrees that all inventions, innovations or improvements, including copyright in any product, software, reports, surveys, marketing, promotional and collateral material prepared by the Temporary Employee assigned to the Client pursuant to the terms of this Agreement shall be the exclusive property of the Client. AppleOne acknowledges and agrees that the work product shall be considered a work made for hire within the meaning of the patent and copyright laws of the United States and that Client is entitled, as author thereof, to the copyright and all rights therein, including, but not limited to the right to make such changes therein and such uses thereof, as it may determine in its sole and absolute discretion. To the extent that any work product created by AppleOne or its Temporary Employee is not a work made for hire, AppleOne hereby assigns its copyright in and to such work product to Client.

18. INDEMNIFICATION:

18.1 AppleOne shall defend, indemnify and hold harmless Client, its subsidiaries and related entities, its agents and employees from and against any and all liabilities, losses, claims, suits, judgments, expenses, fines, interest or penalties arising out of AppleOne's failure to comply with the terms of this Agreement, or out of the willful conduct, negligence or misconduct of AppleOne, for injury, loss, claims or damages arising from the usual and customary business of AppleOne.

18.2 Client shall defend, indemnify and hold harmless AppleOne, its subsidiaries and related entities, its agents and employees from and against any and all liabilities, losses, claims, suits, judgments, expenses, fines, interest or penalties arising out of Client's failure to comply with the terms of this Agreement, or out of the negligence or misconduct of Client, for injury, loss, claims or damages arising from the usual and customary business of Client. Without limiting the foregoing, Client shall indemnify, defend and hold harmless AppleOne, its agents and employees from and against any and all liabilities, losses, claims, suits, judgments, expenses, fines, and interest arising out of claims that an agent, representative, employee or person under the control of Client sexually harassed or in any way discriminated against any Temporary Employee.

19. AUDIT RIGHTS:

19.1 Client shall have the right to audit timekeeping and billing records maintained by AppleOne for services provided to Client, upon reasonable notice to AppleOne. Such audit shall be performed at the corporate headquarters of AppleOne located in Glendale, California.

20. ARBITRATION:

20.1 Any claim of breach or non-compliance with any provision of this Agreement and all claims, in law or equity, arising out of this Agreement, shall be resolved by binding arbitration before JAMS before one arbitrator, to be conducted at its office located in Los Angeles, California. Arbitration shall be commenced by written demand of either party to the other, with a copy of the written demand being sent to JAMS, identifying the issue to be arbitrated and the claim of the party. If any party who is required to sign the Petition to arbitrate refuses or fails to sign said petition, any of the remaining parties may petition alone for arbitration of the dispute before a single arbitrator with JAMS or may petition the appropriate judicial tribunal for an Order Compelling Arbitration. The parties shall jointly select an arbitrator from the list of arbitrators provided by JAMS. If the parties are unable to select an arbitrator from the JAMS list of available arbitrators, within 10 business days, the arbitrator shall be appointed by JAMS. Arbitration hearing shall take place on a date and time selected by the parties, or, in the event that the parties cannot agree, on the date and time selected by the arbitrator. Discovery shall be permitted as authorized by the arbitrator. The successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that arbitration proceeding, in addition to any other relief to which it or they may be entitled. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

21. OTHER TERMS:

21.1 This Agreement, its interpretation and all work performed under this Agreement, shall be governed by the laws of the State of California. Any arbitration concerning this Agreement, or the parties' rights or obligations pursuant hereto, shall be instituted in the County of Los Angeles, California. The parties hereby waive any rights they may have to a change of venue.

21.2 In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect.

21.3 This Agreement is subject to amendment only by the written agreement of all of the parties hereto. Any amendment or modification of this Agreement shall be dated, and where any conflict arises between the provisions incorporated in earlier documents, the most recent provisions shall be controlling.

21.4 Multiple copies of this Agreement may be executed, each of which shall be deemed to be an original. A photostatic copy of this entire Agreement, including the signature page(s) and all Exhibits, shall be deemed an original.

21.5 This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. It contains all of the covenants, conditions and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein and that no other agreement, statement, or promises not contained herein shall be valid or binding. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the parties to the Agreement.

- 21.6 The captions of paragraphs of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- 21.7 A waiver of the breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been given, unless given in writing and in compliance with the "Notices" paragraph herein below recited.
- 21.8 In the event that any party herein commences any legal or equitable action or other proceeding, including without limitation, arbitration, an action for declaratory relief or any other form of relief, or to enforce, interpret, reform, rescind, or in any other manner affect the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees which may be set by the arbitrator or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.
- 21.9 All representations and warranties made herein shall survive the execution of this Agreement.
- 21.10 All notices under this Agreement shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other recognized overnight courier service, and addressed to the Party to be notified at their address set forth below. All notices and other communications required or permitted under this Agreement shall be deemed given when delivered personally, or one (1) day after being deposited with Federal Express or other recognized overnight courier service, or five (5) days after being deposited in the United States mail, postage prepaid and addressed as follows, or to such other address as each Party may designate in writing:

For AppleOne:

Michael A. Hoyal
 Chief Financial Officer
 327 W Broadway
 Glendale, CA 91204
 (800) 872-2677
 95-2580864

For Client: _____

Name: _____

Title: _____

Address: _____

Phone: _____

FEIN: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Howroyd-Wright Employment Agency, Inc.
 dba AppleOne Employment Services
 (AppleOne)

 (Client)

For AppleOne:

For Client:

Michael A. Hoyal
 Printed Name

 Printed Name

Chief Financial Officer
 Title

 Title

 Signature

 Signature

 Date

 Date

EXHIBIT A

PRICING

The following rates represent the candidate's pay plus all applicable state and federal taxes, government reporting, workers' compensation, and related administrative costs.

1. TEMPORARY FEES:

1.1. AppleOne will charge Client a mark-up percentage over our associates pay rates for temporary services. AppleOne will invoice client according to the following fee schedule:

JOB CLASSIFICATION	MARK-UP PERCENTAGE

1.2 Rates and fees under this agreement may be increased upon written notice to include any increase or addition of any government imposed taxes, fees or costs (including but not limited to, costs related to the Affordable Care Act) incurred after the effective date of this agreement. Such increased costs will be added at cost and without additional mark-up.

2. PAY ROLL ACCOMMODATION:

2.1. AppleOne's payroll accommodation program allows Client to select the candidate and determine the salary that meets Client's specific requirements. AppleOne will payroll these candidates at a []% mark-up over the candidate's pay rate.

3. LIQUIDATION/CONVERSION:

3.1. Client may convert any AppleOne temporary employee to a full-time employee at no additional charge, once the temporary employee has been on assignment with Client for [] hours. Should Client convert any AppleOne temporary employee to a full time employee prior to [] hours, AppleOne will bill Client according to the following fee schedule:

HOURS COMPLETED ON ASSIGNMENT	LIQUIDATION/CONVERSION FEE

4. DIRECT-HIRE FEES:

4.1. Should Client directly hire an AppleOne candidate, AppleOne will invoice Client according to the following fee schedule:

JOB CLASSIFICATION	% OF ANNUALIZED WAGE/SALARY

5. **DIRECT-HIRE GUARANTEE:**

- 5.1 AppleOne's Direct Hire Guarantees are contingent upon the timely payment of fees according to the terms set forth in this Agreement and only for straight Direct Hire candidates, not temp-to-hire positions. Direct Hire Guarantees may only be applied one time per original placed candidate.
- a. 30 Calendar Day - Free Replacement or Full Refund: Upon termination or resignation of the original candidate within the first 30 calendar days of employment, AppleOne will provide a one-time free replacement for the same vacated position or a full refund of the original paid Direct Hire Fee.
 - b. 31 - 90 Calendar Day - Free Replacement or Prorated Fee Credit: Upon termination or resignation of the original candidate between 31 and 90 calendar days, AppleOne will provide a one-time free replacement for the same vacated position or prorate the originally paid Direct Hire Fee based on the number of calendar days the candidate was employed (1/90th of the fee per calendar day) and refund the remaining amount.
 - c. 91 Calendar Days to Five (5) Years - 50% Discount: Upon termination or resignation of the original candidate between 91 calendar days and up to five (5) years, AppleOne will refill the same vacated position for 50% of the original Direct Hire Fee which was paid (\$2,000 minimum refill fee applies). If the original candidate is promoted or relocated between 91 calendar days and up to five (5) years, AppleOne will refill same vacated position at a 50% discount of that position's current Direct Hire Fee (\$2,000 minimum refill fee applies).
- 5.2 The Replacement Guarantee is satisfied when AppleOne presents up to a maximum of five (5) replacement candidates to Client who AppleOne determines meets the original job specifications of the original position. Once AppleOne makes those five (5) presentations, its obligations under the guarantee are met, whether Client chooses to hire one of the candidates presented or not.
- 5.3 The Direct Hire Guarantees are not available in the event of unlawful conduct of the employer, harassment of the employee, or other conditions or events not in keeping with a professional and safe working environment.

- Liquidation/Conversion is not transferable to any third party who is a competitor of AppleOne.
- AppleOne temporary employees must work at the job site of the original assignment. An authorized AppleOne representative must approve, in writing, any change in job site or job duties in advance of such change.

4. ADDENDA

AppleOne has included Addendum 1, signed by Regional Vice President Richard Wilke, immediately following this page.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@Longbeach.gov

November 5, 2014

ADDENDUM #1

QUESTIONS & ANSWERS

RFP HR/FM 15-024
Temporary Staffing Services

1. Question: What is the estimated date for the new contract to start?

Answer: January 5, 2015

2. Question: What is the estimated annual expenditure for this contract?

Answer: 2 Million annually

3. Question: How many staffing firms do you currently have and who are they?

Answer: We currently have one firm, AppleOne Employment Services. The contract end date is January 3, 2015.

4. Question: How many staffing companies do you estimate to select for the new contract?

Answer: Please see Section 5.6

5. Question: What are the current mark ups, bill rates for each position from current contractor?

Answer: Current mark-up is 31% for all positions.

6. Question: If using multiple suppliers, what is the process for distributing orders among those suppliers?

Answer: A City department that has a need for a temporary employee will contact each agency. It could be to place someone immediately; request for resumes and select from resume; request resume and conduct interviews then select. There is no specific distribution of orders per supplier.

7. Question: On page 5 under Scope of Project, it is mentioned that the staffing provider is liable for any mandates, requirements, implementation and/or costs associated with Federal, State or local mandates, acts, and/or requirements pertaining to ACA, minimum wage or any other employer related requirements. Given the unknown costs associated with the above, will the City provide contract language that allows for transparent cost pass through to the City of these costs as they are incurred

Answer: These costs should be known and included in your proposed bill rates and mark ups. Do not break your costs out by line item. ACA and all other associated fees. You are to list your mark-up % to be inclusive.

8. Question: On Page 4 of the prospective agreement, section (d) specifies a need for commercial automobile liability insurance. Yet in the job descriptions provided, no mention of driving is noted. Will there be any requirement for driving by temporary employees

Answer: No temporary employee will be driving any City vehicle. The insurance requirements are general and will be modified upon award.

9. Question: On average per day how many temporary employees are working the City in the skill's requested in this RFP?

Answer: Currently there are approximately 80 temporary employees in a variety of each position listed. This can change at any time due to the needs and fund availability of the City.

10. Question: How many vendor's will the City select to provide the services requested in this RFP?

Answer: Please see Section 5.6

11. Question: Is the City able to make payment of invoices in 30 days from date of invoice?

Answer: The City of Long Beach is a NET30

12. Question: Under the Fee Schedule, please explain what is meant by "First Renewal option shall not increase ___% and so on for second and third?"

Answer: This contract has an option to renew for three (3) additional one year periods. The contractor will list in each one the % increase they will not exceed upon a renewal. For example, contractor states 1% then at the first renewal contractor cannot increase their rates more than 1%.

13. Question: since the contractor is responsible for the Live scan fee, will the contractors also receive a copy of the results for the personnel file?

Answer: No, the City keeps the report and informs the contractor of the results. The City receives monthly reports and if there is any changes they will contact the contractor. Please see 7.8.3, 7.8.4 and 7.8.5

14. Question: Are vendors required to present a City of Long Beach business license with the proposal?

Answer: No, a business license will be needed upon award of the contract.

15. Question: Please confirm the required copies and envelopes.

Answer: The suggested process to make it clear is for the contractor is required to submit 1 original of the RFP and 1 original of the cost proposal. You may put them in 1 envelope. Then the RFP copies in another envelope. Then the cost proposal copies in another envelope.

16. Question: Is Attachment B-Pro Forma Agreement required to be submitted with the proposal?

Answer: Attachment B is a sample of the agreement that will be drawn up with the contractor and the City prior to award.

17. Question: Please clarify if a temporary employee completes their 960 hours, they may not work at any other city or government departments within a 12 month period.

Answer: Please see Section 7.1

18. Question: What job classifications are used most?

Answer: We have listed the most used classifications.

19. Question: What is the budget for this contract?

Answer: This is a term order contract for temporary services on an "as needed" basis for a 2 year term with the option to 3 one year renewals for a total of 5 years with a current average of 2 million per year.

20. Question: The RFP does not ask for conversion rates, would the City of Long Beach ever convert a temporary employee to a full-time? If so, should I include a conversion table?

Answer: Yes, temporary employees have become full time employees. If you have a conversion fee/schedule please include in your proposal.

21. Question: I noticed there is no request for transition rates for continent labor. 'Would there be any content labor working should the contract be awarded to a company different from your current staffing agency? If yes, should I include transition rates?

Answer: All current temporary employees are employees of AppleOne Employment Services. The temporary employee will complete their assignment with AppleOne and will not be transitioned over to another agency.

22. Question: the fee schedule is only for clerical and accounting temporary positions. Would there be any other temporary needs outside these skill codes? Engineering, IT, Scientific, Healthcare or substitute teachers.

Answer: No, only the positions in the RFP.

23. Question: What is the average length of an assignment?

Answer: Please see Section 7.1 Any assignment can be 1 day, 1 week it is depends on the City department's needs and fund availability.

24. Question: Do we have to use Live Scan or can we use our own background company? If no, then would be this considered co-employment.

Answer: No you are required to use the Live Scan from the City of Long Beach Police Department. No other company can be used. This is not considered co employment.

25. Question: If we have a temporary employee that has had a favorable background done recently (last 6 months), would that be ok to use?

Answer: If the temporary is on their first assignment with the City they are required to have their Live-Scan done by the City of Long Beach Police Department.

26. Question: Would I be able to get agreements in a word document for my legal team to review before I sign?

Answer: This RFP is only in a PDF version. If you are referring to the contract once a contractor is selected, an agreement will be written up by the City Attorney and then reviewed by contractor and changes are reviewed at that time.

27. Question: Should an accident happen on the job and the temporary employee is released back to work with restrictions, would the City provide modified duty to the temporary employee?

Answer: The City does not provide modified duty for temporary employees.

28. Question: Will the Long Beach City 10% Local Preference impact the proposal evaluation process? If yes, how will this be taken into account?

Answer: The 10% preference does not apply to the proposal. The preference only applies to contracts up to \$100,000 annually and this contract is approximately 2 Million annually.

29. Question: What is the term of this agreement:

Answer: Please see Section 13.1

30. Question: One the Fee Schedule page am I correct to assume that the separate table for Year 2 rates is to account for an increase in rates?

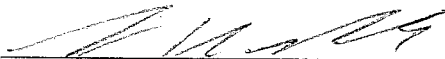
Answer: Year 2 pay rates increase due to the Minimum Wage increase which allows the contractor to put another markup rate.

Prepared By: Michelle King Date: November 5, 2014
Buyer II

Acknowledged By: AppleOne Employment Services
Company Name

Richard Wilke
Print Name

Regional Vice President
Title


Signature

11-6-14
Date

You are required to submit this document with your proposal. Failure to do so may disqualify your proposal.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment A 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 _____ NO SIGNATURE Linda Lindsey

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

EXCEPTION SUMMARY FORM

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



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

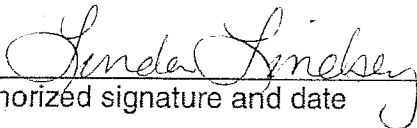
Attachment C

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.

 11-4-14
Authorized signature and date

Linda Lindsey, Vice President of Finance

Print Name & Title



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

AppleOne Employment Services

Business/Contractor/Agency

Linda Lindsey

Name of Authorized Representative

Vice President of Finance

Title of Authorized Representative


 Signature of Authorized Representative

11-4-14
 Date

r20141001



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Form **W-9**
 (Rev. August 2013)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Howroyd-Wright Employment Agency, Inc.

Business name/disregarded entity name, if different from above
AppleOne Employment Services

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
327 W. Broadway

City, state, and ZIP code
Glendale, CA

List account number(s) here (optional)

Exemptions (see instructions):
 Exempt payee code (if any) 5
 Exemption from FATCA reporting code (if any) N/A

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For Individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Ronda Lindsey* Date ▶ 11-4-14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ATTACHMENT "F"

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, membership 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 which 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: Linda Lindsey Title: Vice President of Finance

Signature: *Linda Lindsey* Date: 11-4-14

Business Entity Name: AppleOne Employment Services

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: AppleOne Employment Services Federal Tax ID No. [REDACTED]
Address: 18538 Hawthorne Blvd.
City: Torrance State: CA ZIP: 90504
Contact Person: Richard Wilke Telephone: (310) 370-0708
Email: rwilke@appleone.com Fax: (310) 370-7087

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? 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?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 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?
 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 4th day of November, 2014, at _____

Name Linda Lindsey

Signature *Linda Lindsey*

Title Vice President of Finance

Federal Tax ID No. [REDACTED]

EXHIBIT “B”

Rates or Charges



Where great people and great companies meet.[®]

November 19, 2014

Michelle King

City of Long Beach

333 W. Ocean Blvd, 7th Floor

Long Beach, CA 90802

Dear Mrs. King,

This letter is in follow up of our conversation on Tuesday, November 18th 2014 in reference to request for four separate rates based on different staffing scenarios.

We will honor a 30.50% mark up if we are awarded sole ownership of this contract. This will apply to all clerical and off contract business for the first and second year of service.

- 30.75% Primary Staffing Partner
- 34.75% Secondary Staffing Partner
- 34.75% 50/50 Staffing Partner
- 30.75% Off contract (8810 workers compensation code)

In conclusion, AppleOne Employment Services has valued our business partnership with the City of Long Beach for the past 19 years. We look forward to your decision on our continued relationship.

Sincerely,

Richard Wilke

Regional Vice President

Fee Schedule

Year One

Position Title	Pay Rate/HR	Mark up %	Bill Rate
Clerical Aide I	\$ 12.00	30.75%	\$15.69
Clerical Aide II	\$ 14.00	30.75%	\$18.31
Clerical Aide III	\$ 16.00	30.75%	\$20.92
Accounting Clerk I	\$ 13.00	30.75%	\$17.00
Accounting Clerk II	\$ 15.00	30.75%	\$19.61
Accounting Clerk III	\$ 17.00	30.75%	\$22.23

Year Two

Position Title	Pay Rate/HR	Mark up %	Bill Rate
Clerical Aide I	\$ 13.00	30.75%	\$17.00
Clerical Aide II	\$ 15.00	30.75%	\$19.61
Clerical Aide III	\$ 17.00	30.75%	\$22.23
Accounting Clerk I	\$ 14.00	30.75%	\$18.31
Accounting Clerk II	\$ 16.00	30.75%	\$20.92
Accounting Clerk III	\$ 18.00	30.75%	\$23.54

Year One

Position Title	Pay Rate/HR	Mark up %	Bill Rate
Accountant	\$ 19.00 to \$25.00	34.75%	\$25.60 - \$33.69
Sr. Accountant	\$ 26.00 to \$34.00	34.75%	\$35.04 - \$45.82

Year Two

Position Title	Pay Rate/HR	Mark up %	Bill Rate
Accountant	\$ 19.00 to \$25.00	34.75%	\$25.60 - \$33.69
Sr. Accountant	\$ 26.00 to \$34.00	34.75%	\$35.04 - \$45.82

greater than

First renewal option shall not increase 1 % greater than

greater than

Second renewal option shall not increase 1 % greater than

greater than

Third renewal option shall not increase 1 % greater than

If State or Federal Regulations require wage increases beyond January 1, 2016, the City reserves the right to renegotiate the rates.

COST PROPOSAL

AppleOne Employment Services has included our completed Fee Schedule. Please note that the pricing included within this Schedule is fully burdened with all Federal, State and Local mandated costs (including the Affordable Care Act).

Additional information pertinent to our offering is included below.

TEMPORARY EMPLOYEE CONVERSION SCHEDULE

Should the City wish to directly hire our temporary associates, AppleOne proposes the following conversion schedule:

AppleOne Conversion Schedule	
Hours Worked	Fee
0 – 180 hours	12% of 1 st Year Annual Salary
181 – 360 hours	8% of 1 st Year Annual Salary
361 – 540 hours	4% of 1 st Year Annual Salary
Over 540 hours	No Fee

We look forward to discussing our offer with the City.

STATUTORILY MANDATED COSTS

The bill rates provided herein were developed based on AppleOne's current account management, recruiting, overhead and general administrative expenses, statutory taxes and other mandatory costs as of the date of this Proposal. The parties agree that, upon AppleOne's written notice to the City, any statutory or other government-mandated cost or expense that is imposed or increased during the term or performance of services under this Agreement will be passed through to the City by AppleOne on the City's invoices, at cost (i.e., without additional markup). These imposed and/or increased costs may include, but are not limited to: Workers' Compensation Insurance, State Unemployment Insurance, as well as mandatory employee health care or sick leave benefits.

EXHIBIT “C”

City’s Representative:

Jason MacDonald, Purchasing and Business
Services Manager

(562) 570-6663

EXHIBIT “D”

Materials/Information Furnished: None