

EXHIBIT B

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
FOR TEMPORARY EMPLOYMENT SERVICES
WITH HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. DBA APPLEONE EMPLOYMENT
SERVICES
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2017 by and between the City of Santa Rosa, a municipal corporation ("City"), and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services, a California corporation ("Consultant").

RECITALS

- A. City desires to employ the services of Consultant to provide temporary help services.
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a duly qualified temporary employment service composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. Services shall be provided on an "as needed basis" as determined by the City; no minimum amounts of services are implied or guaranteed. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services and incidental costs required hereunder. Consultant shall be paid on a time and material/expense basis at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City in arrears in a form approved by City's Chief Financial Officer; City shall pay Invoices net thirty (30) days receipt of invoice. The bills shall show or include: a. the task performed; b. the time in quarter hours devoted to the task; c. the hourly rate or rates of the persons performing the task; and d. copies of receipts for reimbursable materials/expenses.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

Consultant shall not charge City any additional fees unless City specifically requests that Consultant obtain a credit report or a Department of Motor Vehicle Check. The cost of any credit report or Department of Motor Vehicle check shall be paid by the City. The fee for said reports shall be the actual cost charged Consultant by the consumer reporting agency or Department of Motor Vehicles for conducting the investigation for Consultant without additional markup costs from Consultant. The current rates charged Consultant by the consumer reporting agency, credit reporting agency or the Department of Motor Vehicles are listed in Exhibit B. Consultant will notify City in writing of any change in rate.

Billing Discount Rates. Consultant agrees to provide City with the same billing discount rate as set forth in Exhibit B for any new classification added or for any changes in classification contained in said Consultant's proposal due to a reclassification of positions within the City's classification system.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of one million five hundred thousand dollars and no cents (\$1,500,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Numberas approved.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of

this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subConsultants or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subConsultant has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name

insureds.

d. Material Breach. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. City, in its sole option, may terminate this Agreement and may have a claim for damages from Consultant resulting from said breach. These remedies shall be in addition to any other remedies available to City.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subConsultants and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subConsultants or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Naomi Kamunya
Human Resources Analyst
100 Santa Rosa Ave., Room 1
Santa Rosa, CA 95404
Phone: 707-543-3065
nkamunyu@srcity.org

Consultant Representative:

Jan Knight
Howroyd Wright Employment Agency Inc.,
DBA AppleOne Employment Services
Apple One Petaluma
5341 Old Redwood Highway
Petaluma, CA 94954
Phone: 707-544-3769
jknight@appleone.com

8. INDEPENDENT CONSULTANT

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and

Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. All temporary employees shall be employed by Consultant. Such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the

first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City or Consultant shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to the non-terminating party. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than August 31, 2022.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person. There shall be no charge to City for the services of any person removed pursuant to this section.

Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. Consultant shall not assign any person with a criminal conviction to work at City without consulting with

City and receiving approval in advance. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from City.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by City to be key personnel whose services were a material inducement to City to enter into this Agreement, and without whose services City would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of City.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

d. Consultant shall cooperate with City and City staff in the performance of all work hereunder.

Other Conditions.

a. Six Month Maximum. Consultant agrees to continually monitor its temporary employment placements to ensure the use of temporary help does not exceed a six (6) month period per employee in accordance with Attachment A to Exhibit A City's Use of Agency Temporary Employees policy, unless written authorization is obtained from the City's Director of Human Resources.

b. Services Ordered and Filled. Any order placed by City for temporary help services for a job class which does not appear in Exhibit B shall not be filled unless previously agreed to in writing by Consultant and the City's Director of Human Resources or designated representative.

c. Hiring and Liquidation Fees. Consultant shall not charge a fee or fees in order to secure temporary employment that initially or subsequently results in the employee of Consultant being placed on assignment with City. Consultant shall not charge a liquidation or referral fee for employees of Consultant hired by the City as a regular employee. Consultant shall not charge a liquidation or referral fee for employees of Consultant hired by City as a temporary employee if the employee has worked for City at least six hundred (600) hours as an employee of Consultant. On occasion, a short-term temporary help need can turn into longer-term need.

d. Transition to City Employment. City department or agency may request to transition the employment of your employee to City temporary employment. Any such transition of employment to City temporary employment after 600 hours will be without cost to the City or the affected person. Under the City's merit system, all recruitments for regular employment with the City are conducted under a set of standard rules. Any person may apply to our open recruitments. If an Agency temporary, working for the City, applies for a regular position and competes successfully for that position, there will be no requirement for the temporary to complete a number of hours nor shall there be a cost to the City or the affected person.

e. City Vehicles. Consultant's employees may not drive City cars or light delivery vehicles without prior authorization from the Consultant and the City. Should the Consultant's employees be driving their own personal vehicles while on City business and in the course and scope of their assignment then they will be required to show proof of automobile insurance in the amount of \$100,000 - \$300,000 bodily injury and \$100,000 property, or combined single limits of \$100,000. The Consultant will be responsible for verifying these limits with Consultant's employees prior to having them drive for the City.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subConsultant, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have a minimum of (5) days

from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all reasonable costs (including reasonable attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be

construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

h. Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold City harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case City is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish City with proof of payment of taxes on these earnings.

i. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

j. Time of Essence. Time is and shall of of the essence of this Agreement and every provision hereof.

19. **AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: Howroyd Wright Employment Agency Inc., DBA AppleOne Employment Services

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Print Name: _____

Title: _____

Signatures of Authorized Persons:

By: ^{DocuSigned by:} Brett W. Howroyd
DA8414E8A9E2474...

Print Name: Brett W. Howroyd

Title: President

By: ^{DocuSigned by:} Michael A. Hoyal
5FCD9110AC160487...

Print Name: Michael A. Hoyal

Title: Chief Financial Officer

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation
- Attachment A to Exhibit A City's Use of Agency Temporary Employees policy

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional Insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. **Verification of Coverage and Certificates of Insurance:** Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.
- D. **Other Insurance Provisions:**
 1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the Indemnitees.
 2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
 3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
 4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
 5. City reserves the right to modify these Insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

RESPONSE TO REQUEST FOR PROPOSALS

I EXECUTIVE SUMMARY



AppleOne is a privately held corporation, which was founded in 1964 and incorporated in 1968 by its then President, Bernard Howroyd. Mr. Howroyd created an agency that would meet an emerging market for both direct hire and temporary staffing augmentation. Over the last 52 years, AppleOne has provided the best in temporary staffing and is currently supporting over 250 government entities at the Local, State, and Federal levels.

Later joined and now led by Chief Executive Officer Janice Bryant Howroyd, AppleOne Employment Services has grown from a single-desk staffing agency to 225 brick and mortar offices in every major city in the United States to become the largest privately held, woman and minority owned workforce management company in the nation.

Supported by 2,013 internal employees, AppleOne annually processes 900 W2's, places over 145,000 people at thousands of clients throughout the United States and 19 countries. AppleOne wholeheartedly welcomes the opportunity to build upon a solid and long-term relationship, building on the last five (5) years in which the City has exceeded the mission to provide high quality Temporary Staffing Services.

AppleOne has a substantial history of partnering with public sector clients to improve the level of service on time and within the approved budget. We know that having the best in temporary staffing services is integral to the success of Santa Rosa. AppleOne's precise and comprehensive methods for providing staffing services to the City will ensure that the City of Santa Rosa obtains the maximum projected value for each tax payer dollar of expenditure.

Specialized Staffing Services & Divisions: AppleOne is comprised of the following Specialized Services divisions that deliver a multitude of staffing solutions. Each division's area of expertise delivers unparalleled results for our government clients.

Government Solutions Division: In order to ensure that government entities such as the Santa Rosa receive exemplary service, AppleOne developed our Government Solutions Division to fulfill the specific needs of our public sector clients. Through this division, AppleOne currently supports public sector entities at the Local, State, and Federal levels, including hundreds of cities, counties, and transportation authorities. The Government Solutions Division works closely with the following additional organizational units to deliver quality solutions to our clients:

Temporary and Direct-Hire Services: As AppleOne's initial department, Temporary Services handles multiple job classifications. AppleOne's direct-hire placement division takes the risk out of hiring direct-hire employees with a variety of innovative and cost-effective programs that offers financial flexibility. AppleOne's nationwide recruitment methods include a vast database with over 120,000 candidates who are ready to start an assignment welcoming a new opportunity at a moment's notice.

IT Staffing Division: From its inception, AppleOne has been providing reliable temporary staffing in a variety of professional and technical areas. In the early 1990s, AppleOne established a dedicated IT division: At-Tech. At-Tech is focused on meeting City and IT support service requirements for its client base, which includes both public sector entities on the Local, State, and Federal levels, as well as large and small business enterprises.

Commitment to Government: AppleOne is dedicated to fulfilling the unique requirements of public sector entities. As we aid the City by providing highly qualified professional personnel, we also help uplift communities by assisting and teaming with minority, woman-owned, and small disadvantaged businesses. AppleOne's Government Solutions Division also has dedicated departments staffed with specialists to provide support for our Government customers. These departments include Quality Assurance Team, ISO Certification and Compliance Team, Invoicing and Payroll Department, Risk

Management Department, Legal Department, Training and Implementation Department, HR and Benefits Department.

AppleOne has the experience, knowledge, and staff resources to provide end-to-end recruiting and staffing support to Santa Rosa. Along with the functional requirements needed to fulfill Santa Rosa's recruitment and staffing needs, we will also work directly to ensure that agency-wide strategic plans and missions requirements are prioritize and fulfilled. AppleOne brings significant experience in the alignment of recruitment and hiring strategies to meet the City of Santa Rosa's mission requirements.

2 ATTACHMENT "D" – QUESTIONNAIRE [PROPOSAL SUBMITTAL (PS).1 AND 2]

Questionnaire Temporary Help Services RFP 13-32

2.1 Part One: Overview of your firm and the services it provides:

Describe your firm and the services it provides. Please include the following information:

1. The Company's name, full mailing address, and telephone number

Company Name:	Howroyd Wright Employment Agency, Inc., dba: AppleOne Employment Services
Mailing Address:	Headquarters: 1999 W. 190th St., Torrance, CA 90504 Local: AppleOne Petaluma, 5341 Old Redwood HWY, Petaluma, CA 94954
Telephone Number:	Corporate: 310-750-3400, Local: 707-544-3769

2. Identify how long an office of the firm has been located in Sonoma City, and the primary focus of temporary services it provides to Sonoma City employers.

Response: Our local office has been in Sonoma City for ten (10) years, but before that when the office was in Novato, we were servicing Sonoma City. That office opened in 2001. Our office mainly focuses on Administrative, Accounting, in other words, professional positions. Fewer positions filled have been production, i.e. bottling line and food preparation, in the area.

3. State the staff size of the local office, the functional assignments of each staff member in the office, and the name and qualification of the contract administrator, branch manager, and each service representative that would be assigned to work with the City.

The Santa Rosa branch covers all of Sonoma City and is located at AppleOne Petaluma, 5341 Old Redwood HWY, Petaluma, CA 94954. As the managing branch for the City of Santa Rosa, Staff size is eight (8) people projected to hire an additional five (5) people in 2017 for a total of 13 supporting staff. Additionally, here are a total of nine (9) offices in the bay area who have candidates all over, including some within commute distance of Sonoma City. As the managing branch for the City of Santa Rosa, the Santa Rosa branch consists of 13 team members, consisting of: Jan Knight – Executive Account Manager – Main point of contact for the City, Mai Sammur – Assistant Branch Manager, Eddy Gilbert – Executive Recruiter, Danielle Wooten – Recruiter, Alyssa Duncan – Recruiter, Elizabeth Boschen – Operations Coordinator/Payroll, Anne Schlaff – Regional Vice President.

Ms. Jan Knight – Project Manager (Executive Account Manager)

Ms. Jan Knight is the Senior Account Executive in the AppleOne Santa Rosa Branch office and has been with the company for over 10 years. She will be the Program Manager (PM) and will serve as primary point of contact to the city. She is a Top Producer with AppleOne and the Senior Recruiter in Santa Rosa. Ms. Knight manages key accounts for the office, including Luther Burbank Savings and Kaiser Permanente, which are two of the largest clients of the Santa Rosa branch. In addition, she is responsible for recruiting, interviewing, and evaluating candidates for clients. A long time Sonoma City resident, Ms. Knight is active in PASCO and mentors the Santa Rosa team.

Ms. Mai Sammur – Assistant Project Manager (Assistant Branch Manager)

Mai Sammur is the Assistant Branch Manager who will also serve as Assistant Program Manager in the AppleOne Santa Rosa Branch office and has been with the company for over 3 years. Mai assists in recruiting and interviewing for the branch in accordance with company guidelines. She is also responsible for assisting in the ongoing training and development of all team members. She fosters an environment of open communication, ensuring all team members are supported and understand the goals and objectives of company. She ensures all team members understand company's culture, goals and objectives.

Ms. Laura Richardson – ACT•1 Corporate Support (Contractual Point of Contact)

Ms. Richardson is the Executive Vice President for AppleOne/ ACT•1 Government, one of the ACT-1 Group of Companies which is the largest privately held three billion dollar woman and minority owned total workforce solutions firm in the United States. Uniquely, Ms. Richardson served in a legislative policy capacity, first as a staff member, and later as an elected official on the local, state, and ultimately on the federal level, as former United States Congresswoman (2007- 2013). Prior to working in government, Laura Richardson spent 14 years in the private sector with Fortune 40 company Xerox Corporation, where she excelled in management, marketing and business services with customers in the financial, technology, healthcare and education industries to name a few.

Ms. Richardson will be the primary contact regarding all contract-related issues, and is supported directly by AppleOne's Legal, Risk Management and Government Solutions Departments. Ms. Richardson is directly supported by a staff of eleven (11), as well as AppleOne's Government Solutions Division. She will work with the Santa Rosa account management personnel to ensure that the City is properly supported. Ms. Richardson will also oversee all training and operations issues including, but not limited to, reports, database set-up and maintenance, and contract implementation.

4. State the current number of local, registered employees actively being referred, and average number of placements per week by job type (Ex: Accounting Clerk, Senior Administrative Assistant, Legal Secretary, Information Systems Technician. Job descriptions are shown on the City's Human Resources Department website: www.srcity.org/hr under job descriptions).

Response: AppleOne has a total of 6,615 local, registered employees actively being referred. The following is AppleOne's average number of placements per week by job type:

Accounting Aide (Basic Level)	120	Senior Administrative Assistant (journey clerical)	7280	Civil Engineering Technician III (senior level, construction inspectors, project leads)	120
Accounting Assistant (P/R, AP)	720	Administrative Secretary (Advanced level, Supervisory)	320	Information Technology Technician (Help Desk, or field support)	920
Accounting Technician (Special projects, not Accountant)	200	Legal Secretary	120	Stores Clerk	120
Accountant (Professional Level)	1100	Engineering Aide (field data collection, office support)	120	Maintenance Worker (laborer, street maintenance, water or wastewater operations)	600
Clerical Assistant (Basic clerical, phones, copying, mail)	120	Civil Engineering Technician I (basic level CAD, mapping)	120	Building Plan Check	120
Administrative Assistant (entry clerical)	1760	Civil Engineering Technician II (Journey level, more experienced than I's)	120		

5. A general description of training and/or support services your firm will provide those referred to the City in response to requests for temporary help services.

Response: AppleOne has a wide variety of training tools. For example, we maintain a full library of cutting-edge educational programs that are targeted to enhance temporary associates' proficiency in a number of areas, including customer service, self-assurance, computer programs, managerial skills, etc. These programs are available for review on video. Utilizing AppleOne's library has proven very effective in educating our temporary employee roster.

Similarly, AppleOne's branch locations provide specific training on customer service techniques through our Interactive Computer Based Training (CBT) for customer service candidates. This training presents the candidates with multiple simulated exercises, coaching, reviews, and feedback, and is ideal for candidates vying for positions where heavy phone traffic or public interaction is predicted.

Safety Training: AppleOne provides its employees general safety training applicable to the average work environment. At the time of employment 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.

Sexual Harassment Training: AppleOne is committed to providing a workplace free of sexual harassment as well as harassment and/or discrimination based on such factors as race, color, religion, national origin, ancestry, age, medical condition, sexual orientation, marital status, disability, or veteran status. AppleOne strongly disapproves of and will not tolerate harassment of employees by managers, supervisors, or coworkers. AppleOne provides information in our Welcome Brochures about sexual harassment, which includes our HR harassment hotline number.

Career Development Training: AppleOne has a robust training program that will ensure all contract positions have the skills and knowledge necessary for their roles. AppleOne is uniquely positioned to provide training support via AppleOne affiliate company, California National University (CNU). CNU has been providing certified and accredited educational solutions since it was founded in January 1993. CNU for Advanced Studies is nationally accredited by the Distance Education Accrediting Commission (DEAC). CNU for Advanced Studies is listed in the Carnegie Classification for degree-granting institutions accredited by an agency recognized by the U.S. Secretary of Education. CNU for Advanced Studies **is approved** to participate in the voluntary education tuition assistance program administered by the **Defense Activity on Non-Traditional Education Support (DANTES)**. **All CNU programs are approved by the Veterans Administration under the G.I. Bill and VEAP.**

6. Provide a copy of the benefit package offered to your employees who would be providing temporary services to the City

Response: As part of our overall retention efforts, AppleOne provides numerous benefits and incentives to its temporary employees. These include a 401(k) plan, comprehensive medical benefits, bonus and incentive programs, and continuing education opportunities. In addition, AppleOne will work with the City to customize a benefits and incentive program according to the City's requirements. Following are some of the components of the benefits and incentives that are offered to AppleOne temporary personnel. Details of actual benefits and incentives utilized are determined during the contract/implementation phase.

1. **Medical Benefits** - Currently, the following two (2) types of coverage are offered:
 - **Basic Limited Coverage.** All temporary associates and contractors are automatically eligible to enroll in our limited individual benefit program offered by *BenefitProtect*. This non-catastrophic coverage is 100% employee-funded and issued on a guarantee issue basis through Allstate (with a Vision rider). Dental and Life options are also available. This plan is payroll deducted and is designed to provide affordable minimal basic coverage for associates, at no cost to our clients.
 - **Expanded Limited Coverage.** Since Basic Limited Coverage may not meet the needs of all associates and contractors, a more inclusive limited medical coverage program through *BenefitProtect* is available upon client's request. Like the Basic Limited Coverage, this program is guarantee issue and 100% employee-funded, with Dental and Vision available.
 - **Dental Benefits** - AppleOne offers dental options to our employees. Temporary employees may choose between Aetna Dental DMO or Principal Dental PDP plans.
 - **Vision Benefits** - In addition to the included vision coverage provided in the benefits packages listed above, employees also have the option to purchase coverage through Blue Anthem Vision.
 - **Life Benefits** - AppleOne offers Group Term Life Insurance through Anthem Blue Cross - \$10,000 Basic Life/AD&D which automatically comes with medical coverage. The rate varies for supplemental life and is offered by Anthem Blue Cross. First time enrollees get \$200,000 guarantee issue if elected.
 - **Long-Term Disability** - AppleOne offers long-term disability coverage through MetLife, which automatically is offered if an employee elects group medical coverage.
 - **Retirement Plan** - AppleOne offers its temporary personnel a 401(k) retirement Savings plan. This plan provides employees the opportunity to save money, pay less in taxes and earn money for their future. AppleOne's personnel are eligible for the plan after completing three (3) months of service. Personnel may elect to contribute (defer) from 1% to 50% of their compensation on a pre-tax limit, up to an annual limit set by the IRS.
 - **Continuing Education Opportunities** - In addition to standard benefits, AppleOne can offer numerous educational opportunities including:
 - Discounted tuition to CNU (California National University), an accredited, online distance learning university
 - Access to AppleOne's online educational programs, including call center protocols, customer service, self-assurance, computer programs, managerial skills
 - Access to *ProvelIt!*, a customizable, web-based training system containing over 250 applications and evaluations
 - **Direct Deposit** - AppleOne offers its temporary personnel and contractors the ability to have their paychecks directly deposited in their bank accounts (EFT/ACH). If the employee or contractor chooses this option, a paycheck stub is either mailed to them or available for pick up at the AppleOne branch office, depending on the preference of that temporary employee or contractor.
 - **Domestic Partners Benefits** - AppleOne recognizes Domestic Partnerships where legally applicable. To register a domestic partner, an employee simply needs to complete a declaration for domestic partners form, similar to what is required for a marriage declaration.
7. Provide the names of local public agencies and private employers with over 200 employees that your local office has routinely serviced as a primary provider within the last three years.

Response: The following is a partial list of public and private clients with over 200 employees that the AppleOne Santa Rosa branch has serviced within the last three years:

- County Of Sonoma
- VIP Petcare
- Catholic Charities
- Santa Rosa Community Health Centers
- Adventist Health (St. Helena hospital)
- Digilock
- Jackson Family Enterprises,
- Kaiser

- II-VI Incorporated
- Luther Burbank Savings
- Canine Companions
- PACE Supply
- Computershare

8. Provide the name of any public agency or private employer of over 200 employees in Sonoma County who have stopped using your firm's temporary help services within the last three years.

Response: There are no public agencies or private employers with over 200 employees that have stopped using AppleOne's services within the last three (3) years.

9. Provide the name of at least three large local private businesses and/or public agencies that we may contact regarding your firm and the services provided them within the last three years. For each entity listed, provide a contact name, the person's title, and phone number.

Response:

Reference #1	
Company Name:	County of Sonoma
Contact Name & Title:	Chad Assay, The County of Sonoma Administrative Services Officer Sonoma County Community Development Commission
Phone Number:	(707) 565-7520
Services Provided:	All position for the county
Reference #2	
Company Name:	Digilock
Contact Name & Title:	Grace Jaramillo, Digilock Human Resources Director
Phone Number:	(707) 242-8311
Services Provided:	Administrative, Sales and Customer Service
Reference #3	
Company Name:	Adventist Health
Contact Name & Title:	Joni McAllister, PFS Manager Adventist Health
Phone Number:	(707) 571-2819
Services Provided:	Receptionist, Medical billers
Reference #4	
Company Name:	VIP Petcare
Contact Name & Title:	Dawn Gatley, PHR, SHRM-CP VIP Petcare VP, Human Resources
Phone Number:	(707) 620.2274
Services Provided:	Accounting, Customer Service and warehouse
Reference #5	
Company Name:	Catholic Charities
Contact Name & Title:	Maria Solarez People and Culture (HR), Director Catholic Charities of the Diocese of Santa Rosa
Phone Number:	(707) 528-8712
Services Provided:	Administrative and Accounting
Reference #6	
Company Name:	Canine Companion for Independence
Contact Name & Title:	Terri Coppel, Human Resource Recruiter Canine Companions for Independence
Phone Number:	(707) 566-4804
Services Provided:	Administrative and Accounting

10. Provide a list of positions in your firm's areas of specialty.

Response: We specialize in Administrative, Customer Service, Accounting, Information Technology, Call Centers, Human Resources, Marketing, Medical and most municipal positions.

2.2 Part Two: Core Temporary Services Proposed.

Briefly describe how your firm proposes to meet the temporary service needs of the City in each of the following areas:

- 1. Needs assessment (of client's culture, specific needs, protocols; development of written work or service plan). Please attach a current and comprehensive sample of work plan you have developed.**

Response: AppleOne's approach to providing services to the City is comprehensive, and based upon our decades of experience of non-profit and public sector service. More importantly, AppleOne is a valued supplier to the City. We know what City needs because we have a long-standing relationship with the City of Santa Rosa and to your members, beneficiaries, and City objectives. The approach proposed here has proven successful and repeatable and we are confident. We know and understand City's culture, specific needs, protocols what City needs because we understand your core audience. Our work plan includes the following key components, and is tailored to ensure that AppleOne meets the City's service requirements.

- **Project Management** - AppleOne offers proven processes and procedures that have been used effectively to provide highest quality, professional staffing services for its commercial, public, and non-profit client base. Our project management approach incorporates implementation, onboarding new staff, and transitioning current employees on and off-site support as needed.
- **Job Order Fulfillment** - The job order filling procedures at AppleOne are based on our in-depth knowledge of the needs of entities and dedication to gaining and maintaining an understanding of your unique staffing needs. In addition, AppleOne can customize the recruitment and matching processes according to projected staffing requirements in order to further ensure that qualified candidates are available.
- **Candidate Sourcing and Assessment** - One of the reasons for AppleOne's continued success in quickly supplying high-quality staff is our recruiting and matching processes. AppleOne employs management practices designed to quickly recruit and hire skilled professionals for any position, which is critical to our business success.
- **Background Screening** - Prior to sending an employee to work for the NIB, the AppleOne Account Management team, in conjunction with the appropriate City representative(s), will evaluate what pre-employment background screening will be utilized. AppleOne assures the City that our screening services will meet the most rigorous requirements.
- **Quality Assurance** - To ensure that our performance meets the City requirements, AppleOne will use the processes established in our proven Quality Control Program. The overall purpose of AppleOne's Quality Control Program is to guarantee that AppleOne provides its clients, such as the City, with the level of service they expect from a leader in the employment services industry.
- **Billing and Invoicing** - If needed, AppleOne will process all online time sheets and employee payroll and provide the City with accurate, concise and timely invoices. If the City requires changes to the invoicing process during the term of the contract, AppleOne will work with the appropriate City representative(s) to modify its invoice process and ensure that AppleOne remains fully compatible with the invoice processing requirements of the City. This includes the related invoicing and management reports as required by the City.

2. Recruiting and outreach methodologies used to secure a diverse group of qualified employees.

Response: One of the reasons for AppleOne's continued success in quickly supplying high-quality staff is our recruiting and matching processes. Recruiting efforts will include identifying and screening highly qualified personnel from the open market. We use proven proprietary systems, such as JobCaster, which assists AppleOne's recruiting professionals in writing and placing employment advertisements. We also employ on-line registration and database systems that allow us to aggregate and maintain a pool of almost one million candidates nationwide, giving branches instant access to the right people at the right time.

Proprietary Recruiting Tools: Through the use of proprietary recruitment, evaluation, and personnel management systems, AppleOne provides economical staffing solutions for the City while still delivering exceptionally qualified personnel. AppleOne achieves the highest level of effectiveness and economy in delivering precisely targeted staffing solutions by integrating all staff member's experience and expertise with innovative technological resources, including JobCaster (utilized to speed the recruitment process by assisting with the writing and placing of advertisements), AppleXpress (intakes and stores qualified applicant resumes, which includes customized searches for applicants based on location, skills, education, salary range, experience, key words, and other qualifications the City may request) and Office Automation (fully services public sector clients who require support at multiple locations that can download resumes from the Internet or via e-mail and generate client reports).

Diverse Recruitment: AppleOne is an equal opportunity employer. Like the City, AppleOne is committed to ensuring that our employment standards, procedures, and practices are applied in a manner that provide equal opportunities without regard to race, color, religion, gender, national origin, age, disability, sexual orientation, or veteran status. We promote diversity in the workplace and consider all applicants based on their skills regardless of their physical challenges, gender, or ethnicity. AppleOne's offices continually seek to recruit temporary associates economically disadvantaged through community organizations and business associations. AppleOne is always seeking new opportunities to assist all individuals, including women, minorities, and the disabled in advancing their careers. As part of this effort to cultivate a diverse workforce, AppleOne utilizes multiple recruitment methods such as aggressive advertising for new applicants and frequenting local job fairs to locate exceptional candidates. AppleOne also posts job advertisements in a variety of online recruiting sites that are focused on diversity outreach. Those sites include: AsianAmericanJobsite.com, BET EMP, EmployDiversity, Gay Financial Network, HispanicOnline, Latina, Resource Partnership, Best Buddies, DiversityJobsite.com, ESSENCE, HireDiversity, IM Diversity, MinorityJobsite.com, Third Age.

3. The screening and selection process used to determine qualified persons that would be assigned to work at the City.

Response: AppleOne's screening process will meet and exceed all of the City's requirements. AppleOne's Sonoma County-area Account Executives are aware of the general minimum requirements for the job categories commonly used by the City and they will also meet with the appropriate City personnel to ensure that they are fully knowledgeable of the City's requirements for the specific job descriptions.

Employment Application: Candidates seeking employment with AppleOne complete our on-line application at www.appleone.com; however, a paper application is provided in Section 5 of this Proposal.

Structured Interview: AppleOne interviews all prospective temporary employees using our Structured Interview Guide, which was designed to identify how well a candidate effectively performs as an AppleOne employee. The interview guide asks questions related to the applicant's work history, interpersonal and team skills, creative problem solving, professionalism, and communication skills. The applicant's responses help us assess how they have responded in past work situations. Questions are framed in this way because research has shown that past work behavior is one of the best predictors of future work behavior.

Software Assessments: AppleOne extensively tests candidates on their software proficiency. Using the sophisticated evaluation and training system of *ProveIt!*, AppleOne's branch staff ensures that candidates possess the necessary skills for exceptional performance. The *ProveIt!* tests provide the highest quality performance-based testing for virtually all of today's top office software on Windows and Macintosh operating systems. Prior to assignment, AppleOne can test candidates on over 250 applications across several disciplines including Administrative/Clerical, Accounting/Finance, and Technical/Information Technology, with customized training and evaluation programs that simulate the work to be performed at locations within the City.

Bilingual Assessments: AppleOne can also evaluate bilingual candidates in their respective languages through the *ProveIt!* Testing suites. Currently, *ProveIt!* tests are immediately available in Spanish, French, German and Portuguese; tests in additional languages can be provided with sufficient notice.

Background Check and Drug Screening: All temporary employees' references and backgrounds can be checked before AppleOne will consider placing an employee with a client. Additionally, AppleOne will work with the City to provide supplementary screening specific to particular job positions.

Reference Checks: AppleOne's standard process requires all candidates to provide a minimum of two (2) positive supervisor references and one (1) peer reference to verify their skillset levels from past positions. Based on each reference, candidates are rated on a scale of 1-5 on each task performed.

a. **Provide a copy of your employment application.**

Response: A copy of employment application is attached in Section 5.1 – Employment Application Packet at the end of this proposal.

b. **Briefly describe any paper screening, interviews, and any validated knowledge/behavior/skill based testing used.**

Response: AppleOne Temporary employees undergo all the below assessments, tests before they are selected:

Software Assessments: In addition to the AppleCore Assessment series, we extensively test candidates on their software proficiency, particularly important in today's high-tech work environment. Using the sophisticated evaluation and training system of *ProveIt!*, AppleOne's branch staff ensures that candidates possess the necessary skills for exceptional performance. The *ProveIt!* tests provide the highest quality performance-based testing on virtually all of today's top office software, so we may ascertain each candidate's level of proficiency on Windows as well as Macintosh operating systems. As new software is introduced to the workplace, all AppleOne candidates are encouraged to enhance their skills using the *ProveIt!* tutorial programs. Prior to assignment, AppleOne can test contractors on over 250 applications across several disciplines, with customized training and evaluation programs that simulate the work to be performed at locations within the City. Available tests and training include:

Administrative/Clerical: The *ProveIt!* testing allows in-depth evaluation of the various skill sets required for administrative and clerical candidates.

Accounting/Finance Knowledge Tests: For Accounting and Finance positions, AppleOne uses the *ProveIt!* Accounting and Financial knowledge test package to evaluate core accounting and finance competencies.

Tests include examples and illustrations from real-world accounting environments, and cover general job categories such as Accounting and Bookkeeping, as well as numerous specialized accounting subjects such as Cost Accounting and Taxation. Customized test making is available.

Technical/IT Evaluation and Screening: All AppleOne Technical/IT recruiters have the solid technical background needed to thoroughly qualify candidates, and proven interviewing methods to identify skill levels and assess a candidate's true capabilities. AppleOne's thorough screening process includes: in-

depth interviews with trained Technical/IT consultants, technique and skills analyses, verification of degrees and reference checks. All potential Technical/IT AppleOne employees meet for one hour with an AppleOne Technical Recruiter and a specialized Technical Account Executive in a formal interview. The face-to-face interviews consist of candidates individually interviewing against the specific job requirements. The total two-hour interview process determines specific experience, expertise, and suitability to a specific job and organization. An Executive Summary is then generated for your review from the information collected from the candidate.

Light Industrial: AppleOne evaluates Light Industrial candidates on important industrial skills with assessments covering the widest range of industrial knowledge and proficiencies. We have the capability to test general industrial skills and knowledge, as well as specialized tests covering particular skills such as construction, metalworking and plumbing.

For in-depth skills evaluation, AppleOne again utilizes the *ProveIt!* Industrial suite to provide additional screening capabilities. For Light Industrial positions, AppleOne also uses hands-on assessment tools to assess physical abilities needed by applicants. The Purdue Pegboard is used for Light-Industrial applicants to measure manual dexterity, eye-hand coordination, and visual acuity. The tweezers dexterity test is used to measure fine motor movement, visual acuity, and finger dexterity. Due to the high speed and precision necessary to perform many Light Industrial jobs, hands-on assessments present the greatest comparison to a real job situation.

c. Personal and prior employer reference checks.

Response: The response is provided in the following sections below.

d. Background check of at least criminal convictions (name/alias, all areas of residence within last seven years).

Response: In addition, prior to sending an employee to work for the City, AppleOne's Santa Rosa account management team, in conjunction with the appropriate City representative(s), will evaluate what pre-employment background screening will be utilized. To assure that AppleOne's clients receive the best temporary associates in an efficient manner, AppleOne utilizes our affiliate, A-Check America, to conduct extensive pre-employment screening. A-Check's services are available for AppleOne's temporary associates as well as the City's permanent employees.

Criminal Search – This includes a one (1) County, one (1) name, criminal record search of felony records and will include misdemeanor records when available. All information will be obtained at the courthouse by a dedicated City researcher unless direct connection to the courthouse is established. According to the Fair Credit Reporting Act (FCRA), criminal searches can reveal all criminal convictions contained in the City records.

Criminal Search (Federal) – This search includes a one (1) district, one (1) name federal criminal district record search of federal records. All information will be obtained through the Federal Public Access to Court Electronic Records (PACER) system with on-line direct connection to records and dispositions.

Civil Record Search – This report reveals lawsuits and torts, and in some cases, workers' compensation records. The search is conducted per name, per County. Civil records are housed in either the higher or lower courts based on monetary amount of the claim. This varies by state.

Credit Report – This report not only provides information into the person's financial background, it also provides present and past addresses, current and past employers, and verifies and provides users of the social security number presented.

Social Security Trace – This search verifies the number provided is valid, the person/people associated with the number, current and past addresses, and current and past employers.

Sexual Offender Search – This provides a statewide repository search for registered sexual offenders in all states where access to this information is allowed. All 50 states do maintain sexual offender registries, but not all allow general public access to registry data. Information yielded varies depending upon state statute, but typically includes identifiers, registered address, and certain conviction details.

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.

4. **Orientation provided to those assigned to work at the City by the temporary help firm as the employer, including but not limited to the following; the City assignment, administrative and emergency response protocols, safety training, etc.**

Response: Once an associate is identified for placement for the City, the Account Executive will assist in acclimating the associate to the City working environment by conducting a thorough department specific orientation and will provide the associate with an orientation brochure. The brochure will be kept on file at the branch location and shall be reviewed with each temporary associate prior to assignment. This orientation brochure covers, at a minimum, the following subjects: Dress code, Working hours, Parking, Phone number, Directions, Supervisor name, Dates of work, Time card preparation. AppleOne will also include any other information that the City may determine to be important as a part of this Orientation Brochure. For more information regarding AppleOne's safety training, please refer to the Training Section with Section 2.1.5 of this Proposal.

5. **The process for ordering temporary helps services. Include how orders are placed and the turnaround time needed from the time of an order is placed to confirmation it is filled.**

Response: 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, our City account management team, led by Project Manager Jan Knight (PM), will quickly fill your staffing needs from AppleOne's large pool of 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. Jan will maintain close contact with appropriate City representatives to maintain an awareness of current and upcoming staffing requirements in order to minimize potential disruptions from employee turnover.

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 an AppleOne account management team member via your preferred method (phone, fax, or the Internet). The PM (Ms. Knight) will act as the 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. Jan Knight (PM) or Mai Sammur (Assistant PM) will respond within 2 hours or less 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 City 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 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. 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 Web Time Capture software, if the City decides to use this option.
- **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.

The City’s Primary Point of Contact for day-to-day management, Ms. Jan Knight, or an alternate point-of contact Ms. Sammur at the local Santa Rosa office, will promptly respond to all standard requests, including those received by email or voice mail, within two hours or less with a confirmation that the Job Order Request was received, as well as a progress report. After receive an order from the City, the turnaround time to place a qualified temporary employee is typically less than 1-2 days. Specialty positions require a 2-4 day turnaround, and emergency/ASAP orders generally can be filled within two (2) hours.

6. **Confirmation that the person assigned has arrived, and subsequent follow-up to ensure the temporary help service need is being at least adequately met.**

Response: AppleOne stays in communication with contract project managers and staff directors.. This process ensures problems, issues, personnel management concerns are dealt with in a very timely manner. AppleOne will provide full time managers, Jan and Mai, to consistently keep in touch to address situations before they become problems.

7. **Temporary help firm employee supervision, evaluation, and follow-up services.**

Response: AppleOne maintains its standards of excellence through a variety of quality assurance surveys, including:

1. **Performance Surveys**—The City department and hiring managers will have the opportunity to gauge AppleOne on our performance with regard to our responsiveness on job orders, the selection of contractor personnel relevant to the assignment, and the levels of communication between the City and AppleOne.
2. **Service Reports**—Results from various quality reviews will be compiled and presented to the City, which provides statistical information regarding job orders received versus job orders filled, job order replacement ratio, and average response time. The data will be reflected in informative graphs and charts that display satisfaction and performance levels, as well as other measured parameters. These reports can be provided weekly, monthly, or for any other time span that the City may desire.

3. **Employee Assignment Satisfaction Surveys**—Measure the satisfaction level of our personnel currently working at client work locations. This tool assists our Employee Monitoring Program that will allow proactive measurement activities to minimize turnovers and the overall quality of our placements.
4. **Employee Exit Interview Surveys**—Measure and probe the reasons behind assignment separations from the employee’s perspective. This information is shared with customers to minimize the turnover and to create assignment longevity from our personnel.
8. **Advance notification that an employee of the temporary firm is approaching or at the 6-month limit imposed in accordance with City’s “Policy on Use of Agency Temporary Employees” and appropriate follow-up. (ATTACHMENT A)**

Response: AppleOne complies with the City’s requirement to provide written notice to the City’s departments and the contract administrator of any AppleOne employee approaching the 90-day limit imposed by Government Code Section 31000.4. AppleOne will also provide appropriate follow-up to the City as required.

9. **The billing process for services rendered. Include any commercial discount rates and service guarantees offered the City.**

Response: AppleOne will process all time sheets and paychecks and provide the City with accurate, concise, and timely invoices. If the City requires changes to the invoicing process during the term of the contract, AppleOne will work with the appropriate City representative(s) to modify its invoice process and ensure that AppleOne remains fully compatible with the City’s invoice processing requirements. The AppleOne full-time staff of software professionals and billing analysts can make any necessary changes in the invoicing process within twenty-four (24) hours.

AppleOne bills manually as standard practice. We also offer an advanced electronic billing system, which substantially reduces paper use and minimizes billing adjustments. If desired, AppleOne’s dedicated Government Solutions Invoicing Department (GSID) can adjust invoicing procedures to meet the requirements of individual City Departments and Agencies while maintaining centralized quality control and the ability to produce comprehensive management reports. AppleOne has a flexible philosophy for the needs of its clients.

Commitment to Client Satisfaction

The unparalleled levels of assurance that we extend with each placement exemplify this commitment.

- **30 Calendar-Day Free Replacement Or 100% Refund:** Upon termination or resignation of original candidate within the first 30 calendar days of employment, we will offer free replacement or refund 100% of paid fee.
- **Free Replacement Or 90 Calendar-Day Prorated Refund:** Upon termination or resignation of original candidate beyond 30 and up to 90 calendar days, AppleOne will offer free replacement or a prorated refund.
- **50% Discount After 90 Days And Up To One Year:** Upon termination or resignation of original candidate beyond 90 calendar days and up to one (1) year, AppleOne will refill the same position at 50% off the original full-time fee.
- **5•50 Premium 5 Year Extension:** For a slight additional fee, we will extend our standard level of Infinite Assurance to include our 5•50 Assurance. This guarantee extends our standard 50% discount from our original full-time fee from one (1) year to five (5) years.

10. **Contract administration and reporting services.**

Response: AppleOne realizes the importance of ensuring that the City receives quick responses to job order requests from the beginning of your contract. Ms. Jan Knight, your primary point of contact for day-

to-day management, will meet with the appropriate City representative(s) to design an Implementation Plan with material that is specific to the City. If necessary, the Implementation Plan will include a Transition Plan from existing vendors that will be most efficient, ensuring no down time. Meetings will be set up in advance and outside of normal productive hours so that events scheduled for the implementation/transition period will flow smoothly without affecting current work. Elements of your Implementation Plan will include, but are not limited to the following:

- Meet with your department managers to build and update department profiles.
- Create a customized recruiting program to build a database of candidates meeting each department's needs.
- Customize an orientation brochure.
- Send a letter of introduction to the non-awarded incumbent vendor(s) and existing associates (if transitioning existing associates).
- Conduct orientation meetings with existing, transitioned temporary associates (distribute AppleOne material, registration materials, benefit information, timelines, etc.)
- Meet with existing sub-vendors to determine if a continued partnership in vendor community is possible/necessary.
- Fulfill any additional service requirements as needed by the City.

AppleOne can begin staffing for the City in accordance with the new contract specifications immediately upon the signing of the contract. The AppleOne's Team objective is to listen to your needs and supply quality staffing. An open line of communication to the City decision-makers and any organization-specific information assist in accurate invoicing and "real time" reports.

Management Team – Reporting Structure

Please refer to the section 2.1.2 within page 2 of this Proposal for a listing of the proposed key personnel for this contract. This narrative section features AppleOne's account management organizational structure and delineates the level of responsibilities and communication authority. This organizational structure ensures proper coordination of the project by providing support at every communication level as required by the City.

- a. The proposed bill rates per fiscal year. (ATTACHMENT B)
- b. The consumer reporting agency. (ATTACHMENT B)

Response: The response to this question is provided in Section 2.2.10.a of this proposal.

- c. The billing rate for "Payroll Service". (ATTACHMENT B)

Response: The response to this question is provided in Section 2.2.10.a of this proposal.

11. Transition process for temporary service firm employment to City temporary employment.

Response: Agreed as stated in the Scope of Work, the transition of an AppleOne temporary employee to temporary City employment after the employee has worked 600 hours shall be without cost to the City or the employee.

12. Any step or process which is in addition to or outside of the normal process which may add time to the placement process.

Response: None.

3 COMPANY EQUAL EMPLOYMENT OPPORTUNITY STATEMENT [PS.4]

AppleOne is an equal opportunity employer and makes employment decisions based on merit. AppleOne complies with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the AppleOne and prohibits unlawful discrimination by any staff, including supervisors and co-workers. Every employee has the right to work in surroundings that are free from all forms of unlawful discrimination. Under its Equal Employment Opportunity Policy and its Affirmative Action Policy, AppleOne :

1. Will not discriminate against any employee or applicant for employment on the basis of race, color, creed, sex, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, gender identity, pregnancy, veteran status, family care status, disability, perceived disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful.
2. Will take action to ensure that applicants are considered for employment, without regard to race, color, creed, sex, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, gender identity, pregnancy, veteran status, family care status, disability, perceived disability, or any other consideration made unlawful by federal, state or local laws.
3. Will take action to ensure that employees are treated during employment, without regard to race, color, creed, sex, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, gender identity, pregnancy, veteran status, family care status, disability, perceived disability, or any other consideration made unlawful by federal, state or local laws.
4. Will make reasonable accommodations consistent with applicable law for mentally and physically disabled employees and for religious beliefs. Any applicant or staff who requires an accommodation in order to perform the essential functions of the job are advised to contact the Human Resources Department and request such an accommodation. The individual with the disability should describe what the barriers are that prevent performance. AppleOne will then conduct an investigation to identify the barriers that make it difficult for the applicant or staff to have an equal opportunity to perform his or her job. AppleOne in conjunction with City rules and policies will attempt to identify possible accommodations, if any, that will help eliminate the limitation and allow the employee to perform the essential functions of their job. If the accommodation is reasonable and will not impose an undue hardship, AppleOne will make the accommodation. For medical accommodation a doctor's note may be required and, when permitted by law, an independent medical evaluation may be requested.
5. Will take action to ensure that employees are provided with a working environment, free from harassment based on race, color, creed, sex, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, gender identity, pregnancy, veteran status, family care status, disability, perceived disability, or any other consideration made unlawful by federal, state or local laws. Any violation of the above policy and/or the laws against discrimination will result in disciplinary action, up to and including termination. Every employee must sign the AppleOne's Fair Employment Practices Agreement during the hiring process.

CITY OF SANTA ROSA			
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POLICY ON USE OF AGENCY TEMPORARY EMPLOYEES

1. PURPOSE

1.1 The purpose of this policy is to set forth a uniform policy and procedure to allow for utilizing outside employees hired through temporary employment agencies in appropriate circumstances.

2. POLICY

2.1 Agency temporary employees shall be used only for purposes of meeting a need for additional staffing to cover a vacancy during the recruitment period necessary to fill the position, to cover a temporary vacancy in a position while an employee is on leave or to provide additional staffing for specific projects or temporary increase in work flow. Agency Temporary Employees shall not be used to fill an ongoing need for staffing.

2.2 All requests for an agency temporary employee shall be forwarded to Human Resources who will contact the appropriate employment agency or make other arrangements with the department to obtain the requested staffing for the department. An Agency Temporary Employee shall be required to meet the minimum qualification for the classification of work they will be performing.

2.3 A temporary agency employee shall not be used by the City for more than a six (6) month period. The time that the temporary agency employee has worked for another department shall be included in said period. If the staffing need extends beyond this time period, the department shall consult with Human Resources regarding the appropriate approach to fill this need.

2.4 Temporary Agency Employees who desire employment with the City for any City position shall be required to apply for the City position pursuant to the same process and shall meet the same qualifications as any other non-city applicant for said position in order to become a City Employee.

2.5 Temporary Agency Employees are expected to comply with all applicable City policies regarding their behavior in the workplace. Any violation of such policy by an agency temporary employee shall immediately be reported to Human Resources.

2.6 A professional services contract with an individual or a firm to perform work normally done by City staff shall not be used to circumvent the purpose of this policy.

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3. PROCEDURE

3.1 Hiring department completes a Human Resources requisition and submits to the Human Resources Department. The requisition shall indicate the classification desired, a description of the duties to be performed, the reason for the request (seasonal work, work load peak, vacant position, vacation/illness relief), and the duration of the assignment including the anticipated end date.

3.2 Hiring department representative will contact the department's Human Resources Technician to determine the best method for filling the temporary vacancy. When it is determined that use of an agency temporary is the best method, the Human Resources Technician will, or authorize the hiring department to, contact a temporary agency to place the order.

3.4 The agency temporary employee will report to the hiring department. On the employee's first day, the temporary employee shall go to Human Resources to sign the loyalty oath.

3.5 The Human Resources Department will process payments for agency temporaries, using charge numbers from the hiring department.

Appleone

ATTACHMENT "B"
COST PROPOSAL
TEMPORARY HELP SERVICES RFP 17-03
BILL RATES PER FISCAL YEAR
SECTION 1

Note: proposals must include rates for all jobs to be considered for award of this section

City of Santa Rosa Job Description	<u>YEAR ONE</u> 7/1/2017-6/30/2018 HOURLY RATE TO BE BILLED ("Bill Rate")	<u>YEAR TWO</u> 7/1/2018-6/30/2019 HOURLY RATE TO BE BILLED ("Bill Rate")	<u>YEAR THREE</u> 7/1/2019-6/30/2020 HOURLY RATE TO BE BILLED ("Bill Rate")
Accounting Aide (Basic Level)	22.26	23.15	24.08
Accounting Assistant (P/R, AP)	26.50	27.56	28.66
Accounting Technician (Special projects, not Accountant)	33.52	34.86	36.25
Accountant (Professional level)	44.89	46.26	48.11
Clerical Assistant (Basic clerical, phones, copying, mail)	19.80	20.59	21.41
Administrative Assistant (entry clerical)	21.22	22.06	22.95
Senior Administrative Assistant (journey clerical)	26.00	27.04	28.12

Administrative Secretary (Advanced level, supervisory)	30.80	32.03	30.80	30.80
Legal Secretary	30.65	31.87		33.15
Engineering Aide (field data collection, office support)	23.06	23.99		24.93
Civil Engineering Technician I (basic level CAD, mapping)	32.34	33.64		34.99
Civil Engineering Technician II (Journey level, more experienced than I's)	35.71	37.14		38.63
Civil Engineering Technician III (senior level, construction inspectors, project leads)	39.08	40.64		42.27
Information Technology Technician (Help Desk, or field support)	45.81	47.64		49.55
Stores Clerk	23.06	23.98		24.94
Maintenance Worker (laborer, street maintenance, water or wastewater operations)	24.46	25.44		26.46
Building Plan Check	40.54	42.16		43.85
Payroll Specialist	28.64	29.80		30.99
Programmer	53.55	55.69		57.81
Legal Assistant/Paralegal	32.89	34.17		35.64
Totals	634.78	659.71		686.00

Total 3 year costs (= hourly rate for each job added up for each year, then cumulative total for all 3 years – This is the number that will be used to score the cost portion of proposals) \$ 1797.57

To the extent that Consultant may be required to pay the Consultant temporary employee overtime or double time under any federal, state, or local law, Consultant will bill City for an overtime Bill Rate, which will be calculated by applying a multiplier of 1.5 or 2.0 (based upon the legally applicable overtime wage rate) to the Consultant temporary employee's standard hourly Bill Rate.

SECTION 2

Optional – bid jobs you feel the City may need in additional to or in lieu of Section 1 jobs.

Job Description	<u>YEAR ONE</u> 7/1/2017-6/30/2018 HOURLY RATE TO BE BILLED	<u>YEAR TWO</u> 7/1/2018-6/30/2019 HOURLY RATE TO BE BILLED	<u>YEAR THREE</u> 7/1/2019-6/30/2020 HOURLY RATE TO BE BILLED

To the extent that Consultant may be required to pay the Consultant temporary employee overtime or double time under any federal, state, or local law, Consultant will bill City for an overtime Bill Rate, which will be calculated by applying a multiplier of 1.5 or 2.0 (based upon the legally applicable overtime wage rate) to the Consultant temporary employee's standard hourly Bill Rate.

CONSUMER REPORTING AGENCY

CONSUMER REPORTING AGENCY NAME: A-check America

CURRENT RATE FOR:

- | | | |
|----|------------------------------------|-------------|
| a. | DEPARTMENT OF MOTOR VEHICLES CHECK | <u>4.50</u> |
| b. | CREDIT REPORT | <u>4.75</u> |

NOTE: DMV check or Credit Report would only be used if there was a nexus between the report and the assignment.

BILLING RATE FOR "PAYROLL SERVICE"

This is a rate the temporary agency will charge in the instance where the City requests that an individual, who has been recruited, screened and selected by the City, work at the City as an agency employee.

THE PROPOSED BILLING RATE FOR "PAYROLL SERVICE": 32 %

NOTE: This rate should be a percentage markup over an hourly wage to be paid the employee as determined by the City and agreed upon by the Contractor.

To the extent that Consultant may be required to pay the employee overtime or double time under any federal, state, or local law, Consultant will bill City for an overtime Bill Rate, which will be calculated by applying a multiplier of 1.5 or 2.0 (based upon the legally applicable overtime wage rate) to the Consultant temporary employee's standard hourly Bill rate.