

**PROFESSIONAL SERVICES AGREEMENT FOR
TEMPORARY EMPLOYMENT STAFFING**

THIS AGREEMENT is made and entered into this _____ day of _____, 2006 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and APPLEONE EMPLOYMENT SERVICES, a California corporation (“Consultant”).

W I T N E S S E T H :

- A. WHEREAS, City proposes to have Consultant provide temporary staffing for various City departments as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”) attached hereto as Exhibit “A” and incorporated herein by reference and Consultant’s Response to City’s RFP (the “Response”). A copy of said Response is attached hereto as Exhibit “B” and incorporated herein by this reference. Services under this Agreement shall be provided only to the City of Costa Mesa.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from

and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B" (the "Fee Schedule"). Consultant's compensation shall in no case exceed Seventy-Five Thousand Dollars (\$75,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on November 30, 2011, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At City's sole discretion, this Agreement may be extended a maximum of two (2) additional one-year periods.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

AppleOne Employment Services
990 Knox Street
Torrance, CA 90502
Tel: 310-516-1572
Fax: 800-539-2228
Attn:

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5212
Fax: 714-754-5040
Attn: Terri Cassidy

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs,

files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

APPLEONE EMPLOYMENT SERVICES

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
CITY'S REQUEST FOR PROPOSAL

CITY OF GARDEN GROVE

REQUEST FOR PROPOSAL

RFP No. 01-1126

**Provide Temporary Employee Staffing Services At Various
City Of Costa Mesa And City Of Garden Grove Locations**



GARDEN GROVE

PROPOSAL SCHEDULE

**RFP Issued:
Pre-Proposal Meeting
RFP Submittal Date:**

**September 15, 2006
October 5, 2006
October 17, 2006**

City of Garden Grove

REQUEST FOR PROPOSAL (RFP) No. 01-1126

LETTER OF INVITATION

Date: September 15, 2006

Attention: Proposers

Subject: Provide temporary employee staffing services at various City of Costa Mesa and City of Garden Grove locations

The Cities of Garden Grove and Costa Mesa have jointly developed the enclosed specifications to provide temporary employee staffing services at various city locations.

The City of Garden Grove will be the lead agency in this effort. All technical specifications have been delivered to the City of Garden Grove. Therefore all questions should be directed to the City of Garden Grove Purchasing Division.

A **mandatory** Pre-Proposal conference will be held **at 10:00 a.m., Thursday, October 5, 2006, in the 3rd floor Training Room, at City of Garden city hall, located at 11222 Acacia Parkway**, Garden Grove, CA 92840. Any questions may be submitted in writing until September 7, 2006. Only proposers who attend this pre-proposal meeting will be eligible to submit proposals.

An original and Seven (7) copies of your proposal, using the Proposal Forms and including all information required by the Proposal Documents, must be addressed and delivered to the City of Garden Grove's offices at the following address, which is the address to be used for all communications in connection with this RFP:

RFP No. 01-1126
Attention: Thomas Meng, Purchasing Agent
City of Garden Grove
11222 Acacia Parkway, Room 200
Garden Grove, CA 92842

All proposals must be in writing, sealed and identified as to content and be received and time stamped by the Purchasing Department on the 2nd floor no later than **4:00 p.m., local time, on Tuesday, October 17, 2006**. Proposals received later than the above date and time may be rejected and returned to the Proposer unopened. The only acceptable evidence to establish the time of receipt

is the date/time stamp imprinted upon the proposal package by the date/time recorder at the City of Garden Grove Purchasing Office.

Proposals shall be valid for one hundred twenty (120) days after the final proposal due date.

The Cities of Garden Grove and Costa Mesa reserve the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received. The selection, if made, will be made in accordance with the Instruction to Proposers Section, item 9, Basis of Award of the RFP.

Each City will be responsible to issue their own contract and pay their own invoices.

The contractor will be responsible for direct payment to all temporary help as well as all employer taxes, deposits and insurance. Employees must be bonded.

The contractor will also be responsible for verifying employees' legal right to work in the United States as required by the Immigration and Control Act of 1986. The contractor will assure compliance with all current EEO and ADA requirements.

Please direct all questions regarding this proposal process to Tom Meng, Purchasing Agent, at (714) 741-5055 or e-mail at tomm@ci.garden-grove.ca.us.

Thank you for your interest in submitting a proposal to the Costa Mesa and City of Garden Grove.

Sincerely,

Thomas C. Meng, C.P.M.
Purchasing Agent
City of Garden Grove

CITY OF GARDEN GROVE

INSTRUCTION TO PROPOSERS

1.0 EXAMINATION OF RFP DOCUMENTS

Proposer shall be solely responsible for examining the enclosed RFP Documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the Services in the event Proposer is selected. No relief for error or omission will be given.

2.0 INTERPRETATION OF RFP DOCUMENTS

Proposer may request of the CITY in writing, prior to submission of proposal, clarification or interpretation of the RFP Documents. Where such interpretation or clarification requires a change in the RFP Documents, the CITY will issue an Addendum. Proposer shall acknowledge receipt of any and all Addenda in its Proposal Letter. The CITY shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents.

3.0 PREPARATION OF PROPOSAL

The proposal shall be formatted in accordance with the requirements specified herein. The proposal shall include copies of the Proposal Letter/Certificate of Acceptance provided with the RFP Documents. Proposal Letter/Certificate of Acceptance and forms shall be executed by an authorized signatory as described in 5.0 of this section, the instructions entitled "SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE". All proposals shall be prepared by and at the expense of the Proposer.

Proposers should not assume that their past and/or current experience with the CITY demonstrates knowledge of the CITY's current needs or that the Source Selection Committee possesses knowledge of this experience. The evaluation of each proposal will be based upon the evaluation criteria applied to their proposal submission.

4.0 MODIFICATIONS AND ALTERNATIVE PROPOSALS

Proposer shall submit its proposal in strict conformity with the requirements of the RFP Documents. The proposal shall be complete in itself and shall be submitted within a sealed enclosure in accordance **section 7.0 below "SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE" instruction herein.**

Proposers are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined significant enough to cause its rejection.

The proposal should conform to the requirements contained herein. Proposers submitting conforming basic proposals **may** submit alternate proposals as complete **separate** offers, if the alternate proposals offer technical improvements or modifications which are to the overall benefit of the CITY. The CITY reserves the right to accept or reject any alternate proposal.

Oral, telegraphic or telephonic proposals or modifications will not be considered.

5.0 SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE

Each proposal submitted by Proposer shall be executed by Proposer or by its authorized officer. In addition, Proposer must identify those persons authorized to negotiate on its behalf with the CITY in connection with this RFP.

6.0 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by the Proposer prior to the date and time for submittal of proposals by means of a written request signed by the Proposer or its properly authorized officer. Such written request must be delivered to the place stipulated in the Letter of Invitation for receipt of proposals.

7.0 SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE

Each proposal submitted by Proposer shall be delivered to the CITY at the address shown on the Letter of Invitation up to the date and time shown therein. It is the Proposer's sole responsibility to assure that its proposal is received as stipulated. In compliance with this RFP, the Proposer agrees to provide the services at the costs stipulated therein if its proposal is accepted within **120** days from the date specified in the Letter of Invitation.

8.0 EVALUATION OF PROPOSALS

Price

45

- Has the proposer provided complete pricing that address all requirements of the technical specification in terms of pricing?

Project Plan

35%

- Does the proposer understand the results wanted?
- Did the proposer provide the best plan for the City’s needs?
- Has the proposer demonstrated their experience in providing temporary employee staffing services at various City of Costa Mesa and City of Garden Grove locations?
- Has the proposer demonstrated their ability to provide an implementation plan?
- Has the proposer submitted a project management plan?

Qualifications of Proposer

20%

- Does the proposing company have a demonstrated record of providing successful temporary employee staffing services at various City of Costa Mesa and City of Garden Grove locations?

9.0 BASIS OF AWARD

Any contract resulting from this RFP will be awarded to that firm whose proposal meets the requirements of the RFP and is most advantageous to the CITY in terms of meeting the technical requirements and for attainment of project objectives as defined in the Scope of Work considering the evaluation criteria stated in the Instruction to "Proposers Section", item 8, "Evaluation of Proposals" above. The CITY may request Proposers within the competitive range to present an oral briefing and discuss the merits and/or deficiencies of their proposal. However, the CITY is under no obligation to enter into discussions or conduct negotiations with a proposer, but can award a contract on the basis of the offer received. The CITY will evaluate each proposal according to how favorable the services offered are to the CITY in light of the pre-established evaluation criteria and Cost Proposal reasonability. Proposers within the competitive range may be required to participate in negotiations and to submit such additional cost, technical, or other revisions to its proposal (or a Best and Final Offer) as may result from negotiations. Once a proposal has been found to be technically qualified, the CITY will make an award on the basis of the lowest priced technically qualified proposal.

10.0 TYPE OF CONTRACT TO BE AWARDED

It is anticipated that the CITY will enter into a Not to Exceed (NTE) contract, which shall be funded annually on a fiscal year basis. The Contract to be utilized is contained in the contract section of this Request for Proposal (RFP). Under no circumstances will the Not to Exceed price be exceeded without express prior written approval of the CITY’S Purchasing Agent.

11.0 PUBLIC RECORDS ACT

Responses to this RFP become the exclusive property of the CITY and subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event the CITY is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", Proposer agrees, upon submission of its proposal for CITY's consideration, to defend and indemnify the CITY from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

12.0 CITY'S RIGHTS

The CITY may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the services described in this RFP. The CITY reserves the right to:

1. Reject any or all of the proposals.
2. Issue subsequent Requests For Proposals.
3. Cancel the entire Request For Proposal.
4. Remedy technical errors in the Request For Proposal process.
5. Appoint evaluation committees to review proposals.
6. Seek the assistance of outside technical experts in proposal evaluation.
7. Approve or disapprove the use of particular subcontractors.
8. Establish a short list of proposers eligible for discussions after review of written proposals.
9. Negotiate with any, all, or none of the Proposers.
10. Solicit best and final offers from all or some of the Proposers.
11. Award a contract to one or more Proposers. (Except for Brooks Bill procurements where multiple awards are not allowed.)
12. Accept other than the lowest offer.
13. Waive informalities and irregularities in proposals.

This RFP does not commit the CITY to enter into a contract, nor does it obligate the CITY to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

13.0 QUALIFICATIONS OF FIRMS

The CITY reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or other capabilities which are considered necessary for the successful performance of the contract.

Any person, firm, corporation, Joint Venture, or other interested party that has been compensated by the CITY or a contractor engaged by the CITY for assistance in preparing this RFP Document and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a Proposal in response to this RFP.

PROPOSAL REQUIREMENTS

CONTENTS OF PROPOSAL

1.1 GENERAL FORMAT OF PROPOSAL

The proposal shall constitute the Proposer's plan for completing the Scope of Work. Accordingly the Proposer should present the technical approach demonstrating a well-structured, reasonable Work plan. Proposers should refine and/or expand the Scope of Work in the RFP to reflect the particular plan they would use to perform the Work. Proposers shall address any problems that they envision to be associated with the Work citing specific suggestions for avoiding these problems.

Proposals shall be prepared on bound 8-1/2" x 11" paper, with all text clear of binding. Use of 11" x 17" foldout sheets should be limited. Maximum length is 20 pages.

1.2 PROPOSAL CONTENT

The Proposal shall have the following components:

A. **Proposal Letter** (Attached) completed and executed by an authorized representative of the Proposer.

B. **Qualification Statement**

A qualifications statement indicating general work experience specifically relevant to the Scope of Work. List any major projects in which your firm has participated (either in a lead or support role and state the degree of involvement). A minimum of three (3), but no more than six (6) references from current and past clients is required for review. Qualification statements shall be submitted for the Proposer, Subcontractors and Joint Venture partners.

C. **Work Plan/Technical Description**

The proposal shall include a Work Plan which would delineate the approach Proposer would utilize to complete the Work. The plan shall demonstrate the Proposer's understanding of the scope of services. As stated previously, it should refine and/or expand scope of services to reflect how Proposer would complete the Work.

If subcontractors are utilized, the Proposer must submit a description of each firm or person and the Work to be done by each subcontractor.

D. Proposed Manpower Analysis

The Manpower Analysis shall include information regarding proposed person hours broken down by tasks that key staff is expected to devote to the Work. The plan should incorporate resumes of one page or less of the designated Project Manager and key project personnel including education, background, related experience, accomplishments and other pertinent information, and no more than two pages for the remaining information. Proposal should include an analysis of other commitments and availability for key staff.

- E. The Proposer shall submit a Firm Fixed Price for performing all Work specified in the Scope of Work.
- F. The Proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of Proposals. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda.
- G. Proposers must submit a completed Proposal Letter/Certificate of Acceptance (attached).

Failure to submit such items duly executed by an authorized officer of the Proposer's firm may render the proposal incomplete and unresponsive and may cause its rejection.

RFP No. 01-1126
CITY OF GARDEN GROVE
PROPOSAL REQUIREMENTS
PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER _____

THOMAS MENG, CONTRACT ADMINISTRATOR
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92842

In response to the Request for Proposal (RFP) No. 01-1126, to **Provide temporary employee staffing services at various City of Garden Grove locations**. The scope of work will include areas included in technical specification. We the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Work at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a Contract which will be prepared by the CITY for execution, within 10 calendar days following notification of award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of protest filings, if any, and approval by the City Council.

The undersigned will also deliver to the CITY prior to the commencement of Scope of Work the necessary original Certificates of Insurance. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the response data and proposal forms required by the proposal requirements.

The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents:

Addenda No. _____

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

Company Name

(Name) (Title) (Phone)

(e-mail)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

CO-OPERATIVE PURCHASING AMONG GOVERNMENT AGENCIES

The successful contractor based on this RFP, is hereby requested to extend the same prices, terms and conditions of this RFP to other government agencies, contingent upon mutual agreement of these other government agencies and the successful contractor. Should such agreements materialize, contracts would be issued and administered by each individual government agency, directly with the successful contractor.

Proposer is requested to indicate if a contract based on this bid will be extended to other government agencies under the terms described herein:

PLEASE CHECK ONLY ONE: YES _____ NO _____.

Proposer's Business Address
and Telephone/Fax Numbers:

BY: _____
(Signature)

(Type or Print Name)

(Title)

RFP No. 01-1126

CITY OF GARDEN GROVE

**Provide Temporary Employee Staffing Services At Various
City Of Garden Grove Locations**

SCOPE OF WORK

A. INTRODUCTION

The City of Costa Mesa and City of Garden Grove (CITIES) are seeking proposals from companies for temporary employee staffing services. The CITIES have approximately 1250 employees working within major functional areas of responsibility: Community Development, Community Services, Economic Development, Finance, Fire, Personnel, Police, Public Works, and the City Manager's Office.

The CITIES utilizes temporary staffing services to fill short-term staffing needs, mainly in the area of office administrative support. The positions most often required include: receptionist, office assistant, and administrative assistant. Duration of temporary staff assignments is usually from 1 to 3 weeks. However, longer temporary staffing assignments may be required.

B. REQUIREMENTS

The CITIES will enter into contracts with approximately the three (3) highest scoring proposers and/or may award multiple contracts for each discipline required. When the need arises, designated departmental CITIES staff may contact one or all three temporary agencies requesting resumes of potential candidates. CITIES staff may determine to interview candidates prior to retaining the individual.

The CITIES reserves the right to cancel or terminate a temporary employee immediately. The CITIES offers no commitment to retain temporary employee past initial usage period agreed upon. If long term staffing needs arise, the CITIES reserves the right to solicit for separate staffing quotes. The temporary employee is the employee of the contracted Agency, not of the CITIES, and no CITIES paid benefits shall accrue to the Agency employee.

If the CITIES offer a position to a temporary staff employee within the first 30 calendar days of temporary assignment, the agency shall be entitled to compensation (percentage mark-up rate) for the full 30 calendar days from the CITIES. If the CITIES offers a position to a temporary staff employee after the

first 30 calendar days of temporary assignment, the agency shall not be entitled to any compensation from the CITIES or its employee.

In addition to regular temporary staffing services, the CITIES would have the occasional need to payroll individuals through the temporary staffing agency. In such an instance, the CITIES would select an individual and send them to the agency for pay rolling.

1.

Agency shall provide detailed monthly temporary staff report that shall include the employee name, the name of the department retaining/retained employee, start and end dates (or anticipated end date), and agency bill rates.

C. POSITIONS

The CITIES fiscal year began November 1, 2006 and ends October 31, 2007. During the prior fiscal year, the CITIES utilized temporary personnel to staff the positions listed below.

Quantity	Position	Department
1	Administrative Assistant	Finance
9	General Office Clerk	Comm. Dev.
18	Receptionist	Personnel/Personnel
8	Accounting Clerk	Finance
9	Customer Service Representative	Comm. Services
10	Buyer	Finance

D. MISCELLANEOUS

1. Invoices with proper documentation, which provides verification of the invoiced amount, shall be submitted to the individual CITIES requesting the service. Invoices should be mailed as follows:

City of Garden Grove
Attn: Accounts Payable
P. O. Box 3070
Garden Grove, CA. 92842

City of Costa Mesa
Attn: Accounts Payable
77 Fair Drive
Costa Mesa, CA. 92628

2. Travel time (trip charge) to and from agency site, or any other site, shall not be paid.
3. Prices quoted shall remain firm for the entire contract period.
4. Term: The performance period shall be for Three (3) years through November 30, 2009, with the right to extend the performance period one (1) year at a time to a maximum of five (5) years. Option years shall be exercised one (1) year at a time through November 30, 2011, at the sole option of the CITIES subject to:
 - A. Monetary appropriations by the CITIES;
 - B. Contractor's compliance with the terms and conditions as established by this RFP document; and
 - C. A mutual written amendment, signed by both parties, to continue the Contract with:
 - a. Satisfactory compliance and extensions by the Contractor with the established certificates of insurance, licensing, and CITIES Contract or other requirements, if any, of the Terms and Conditions;
 - b. Firm pricing for subsequent Contract terms as set forth herein;
 - c. Any extensions or modifications to the Contract shall be accomplished via written amendments signed by both parties;
 - d. No damages resulting if the Contract terminates on account of a lack of monetary appropriations; and
 - e. No Contract shall exceed 36 consecutive months.

5. The CITIES operates on a 9-80 hour week. The first week is a 5-day day week schedule and the second week is a 4-day week with the exception of the following holidays:

January 1	New Years Day
February 20	Presidents' Day
May 29	Memorial Day
July 4	Independence Day
September 4	Labor Day
November 23 - 24	Thanksgiving Holiday
December 25	Christmas Day

Note: The City of Garden Grove offices will be closed starting on December 22, 2006, and will re-open on January 3, 2007.

6. Contractor retained shall be required to execute each CITIES contract (refer to Attachment '5' for sample). The CITIES contract shall supercede all temporary agency terms and conditions, including those stated in the temporary employee time card.

PFP No. 01-1126

Proposal Response Form

The undersigned, having carefully examined the Scope of Work to: Provide temporary employee staffing services at various City of Costa Mesa and City of Garden Grove locations Services in accordance with the specifications, hereby propose to do all the work required to provide the services in accordance with the specifications and scope of work for the fees offered below:

Note: THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Quantities indicated are the City's best estimate of the total quantities required during the performance period, but actual quantities required may be greater or less than those indicated below. Therefore the successful bidder shall agree to hold quoted prices firm during the performance period, whether total purchase quantities are greater or less than the quantities estimated.

Item No.	Total Hours Worked	General Position/Title	Employee Hourly Rate (High)	Agency Bill Rate (High)	Total Cost To City's
1	5,000	Administrative Assistant			
2	5,000	General Office Assistant			
3	5,000	Receptionist			
4	1,000	Accounting Clerk			
5	2,000	Customer Service Representative			
6	2,000	Buyer			
				Total Cost	

ITEM NO.	GENERAL POSITION TITLE	EMPLOYEE HOURLY PAY-RATE		AGENCY HOURLY BILL RATE		PERCENTAGE MARK-UP
		Low	High	Low	High	
1	Administrative Assistant	\$	\$	\$	\$	%
2	General Office Assistant	\$	\$	\$	\$	%
3	Receptionist	\$	\$	\$	\$	%
4	Accounting Clerk	\$	\$	\$	\$	%
5	Customer Service Representative	\$	\$	\$	\$	%
10	Buyer	\$	\$	\$	\$	%
6	Provide markup percentage rate for payrolling an individual with your organization					%
7	Provide markup percentage rate agency will utilize to negotiate prices for positions not listed above.					%

Name of Company/Proposer: _____

Business Address: _____

Authorized Signature _____ Date _____

Project Contact Person: _____ Phone: _____

Fax No. _____ e-mail: _____

EXHIBIT B
RESPONSE, SCOPE OF SERVICES
and
FEE SCHEDULE

October 17, 2006

City of Garden Grove
11222 Acacia Parkway, Room 200
Garden Grove, California 92842

Attention: Thomas Meng

Dear Mr. Meng:

AppleOne's Employment Services welcomes the opportunity to present our response to your Request for Proposals for Temporary Employment Services, RFP No. 01-1126. As the largest privately-held human capital management company in the United States, AppleOne has over 400 points of operation throughout the United States and Canada to provide service to several large enterprises and Government Agencies regardless of location, without sacrificing quality and cost-effectiveness for our clients. Our Government Services Division is currently servicing over 250 public entities on the local, state and federal level. Additionally, AppleOne was named in 2005 as the *Large Business Partner of the Year* by the *United States Department of the Treasury*.

It is our goal to provide the Cities of Garden Grove and Costa Mesa with excellent service that provides lasting solutions while remaining cognizant of the taxpayer's dollar. AppleOne has an impressive menu of options available that has allowed us to configure a unique recruiting program for the CITIES. We intend to do everything necessary to ensure that your experience with AppleOne is both positive and long-term. AppleOne will service the contract with the CITIES through the Anaheim office. Additionally, our Anaheim office will be supported by a network of branches in the Orange County metro area. The Anaheim office is located at the Metroplex Buiding, 2401 East Katella Avenue, Suite 240, Anaheim, CA 92806, and a member of this office is available to the CITIES 24 hours a day by calling (714) 634-4631. Furthermore, AppleOne agrees that we shall provide the services at the costs stipulated in the proposal herein if our proposal is accepted within 120 days from the date specified in the Letter of Invitation.

If you have any questions regarding the enclosed, please feel free to contact me at (310) 516-1572 or by e-mail at klandau@appleone.com. For further information on our services, you can also access our interactive website at www.appleone.com. Thank you for considering AppleOne for your staffing needs. We look forward to working with you.

Sincerely,



Kenneth W. Landau
Director of Government Services

A. Proposal Letter (Attached) completed and executed by an authorized representative of the Proposer.

The completed and executed Proposal Letter/Certificate of Acceptance is attached at the end of this proposal for your review.

B. Qualification Statement

- **A qualifications statement indicating general work experience specifically relevant to the Scope of Work. List any major projects in which your firm has participated (either in a lead or support role and state the degree of involvement). A minimum of three (3), but no more than six (6) references from current and past clients is required for review. Qualification statements shall be submitted for the Proposer, Subcontractors and Joint Venture partners.**

Work Experience Relevant to the Scope of Work

For more than forty-one (41) years, AppleOne has provided the best in temporary staffing to over 250 government entities, including Federal Agencies and Departments. We welcome the opportunity to continue to develop our relationships with the Cities of Garden Grove and Costa Mesa (CITIES). AppleOne has a long history of partnering with public sector clients and working with them to find new, innovative, creative ways to continue to improve the level of service that they offer – as well as improve their bottom line. We know that having the best in temporary personnel is integral to both CITIES. As required by the Request for Proposal (RFP) No. 01-1126, we will provide all temporary staffing services at various City of Costa Mesa and City of Garden Grove locations. Our precise, comprehensive plan for providing staffing services to the CITIES will ensure that you obtain the maximum projected value for each dollar of expenditure.

AppleOne offers proven processes and procedures that have been used effectively to provide quality, professional staffing services for our public sector client base. The critical component to all of our personnel support efforts is communication. Upon contract award, AppleOne's management team will request a meeting with the appropriate CITIES representative(s) to discuss requirements.

AppleOne will provide the following corporate support to this program to ensure that total quality service is provided to the CITIES while fostering a seamless team environment between AppleOne and CITIES staff:

- We have an effective and comprehensive plan for communication with the appropriate CITIES representative(s) and our corporate managers to address issues before they become problems;
- We have developed a professional support network for our personnel to use and to assist in providing solutions to situations that may be unique or require additional areas of expertise to provide "value-added support" to the CITIES;

- We ensure timely and accurate reporting of invoiced services; and
- We provide a corporate support system that ensures all of our on-site personnel can focus entirely on the CITIES mission.

AppleOne offers a responsive, comprehensive and efficient methodology to meet all the CITIES needs. We will conduct regular meetings with appropriate CITIES representative(s) and will emphasize careful and frequent planning and feedback, periodic corporate and quality reviews and regular project meetings. AppleOne's management methodology ensures in-depth coverage and responsiveness to all of the CITIES' temporary employee staffing services requirements. Our management approach allows us to forecast resource requirements throughout the life of the project; assess the quality of work performed; monitor and evaluate execution against milestones or specific standards; identify problems quickly and move to timely resolutions; and evaluate personnel performance.

Major Projects in which AppleOne has participated (either in a lead or support role)

AppleOne has participated in a number of local, state and Federal-level contracts in which we have had a lead role. These include:

- County of Orange, CA
- County of Los Angeles Department of Public Social Services
- County of San Bernardino, CA
- City of Cypress
- City of Ontario
- City of Garden Grove
- City of Costa Mesa
- City of Temecula
- City of Riverside

Major projects include:

Federal Emergency Management Agency (FEMA)

In September 2005, following the aftermath of Hurricane Katrina, AppleOne played a pivotal role in supplying more than 150 temporary personnel to FEMA as phone agents for disaster application intake. For an initial period of 120 days from September 03, 2005 through January 03, 2006, our agency provided all recruiting, screening, hiring and monitoring of staff. We were also responsible for ensuring confidentiality of data and conducting thorough background checks for each employee.

Scope of Work included the following:

- Providing all supervisory services to support the task, including program management, human resources management, performance management, and quality assurance/quality improvement management.
- Providing on-site supervisory/management personnel for effective management per forty-five (45) employees.
- Training of all employees per contract requirements, as well as maintenance and replacement of temporary staff due to attrition within 48 hours.

Temporary associates assigned to this task performed a range of vital functions such as serving as the primary point of contact for persons inquiring about disaster assistance by telephone, conducting telephone interviews with disaster victims to determine needs and provide instructions and referrals, and entering applicant information into the FEMA database.

A minimum of three (3), but no more than six (6) references from current and past clients.

Client Name	County of Orange, California
Project description	Temporary Clerical, Administrative and Data Entry Services
Project dates (starting and ending)	1999 - Present
Client project manager name	Mr. Jerry Gee
Telephone	(714) 567-5025

Client Name	County of Los Angeles, Public Defender
Project description	Provide Temporary Clerical Staffing in clerical, administrative, and light industrial.
Project dates (starting and ending)	1987 - Present
Client project manager name	Ms. Janet Yarbrough
Telephone	(213) 974-2980

Client Name	City of Los Angeles Community Redevelopment Agency
Project description	Provide Temporary Clerical Staffing in clerical, administrative, and accounting.
Project dates (starting and ending)	2002 - Present
Point of Contact	Ms. Karen Ames
Phone	(213) 977-1898

C. Work Plan/Technical Description

- **The proposal shall include a Work Plan which would delineate the approach Proposer would utilize to complete the Work. The plan shall demonstrate the**

Proposer's understanding of the scope of services. As stated previously, it should refine and/or expand scope of services to reflect how Proposer would complete the Work.

AppleOne has prepared the following comprehensive Work Plan delineating our approach to providing temporary employee staffing services at various City of Garden Grove and City of Costa Mesa (CITIES) locations. This strategy includes plans for recruitment, skills testing, background/screening, selection and ongoing employee development. We have also included information regarding our reporting procedures and additional services available to the CITIES.

Recruitment

By having unique and career-minded talent readily available to meet our clients' needs, we ensure that both our applicants and our client companies are better serviced. Our selection of recruiting methods guarantees a diverse pool of high-quality candidates to fill ongoing and long-term assignments. AppleOne's dedication to satisfying our applicants as well as our clients has earned us a positive reputation within the staffing community.

The true value of an employment service comes from its ability to aggressively recruit and retain quality staff before your company demands the assistance of contingent staffing. This is why AppleOne utilizes multiple recruitment methods such as aggressive advertising for new applicants and frequenting local job fairs. AppleOne utilizes the following recruitment and retention processes to fill and retain contractor employees.

AppleOne Recruiting Tools	
JobCaster	JobCaster speeds the recruitment process by assisting with the writing and placing of advertisements. Once the job posting is composed it will be posted to USAJOBS, as well as to more than 75 of the most popular career sites on the World Wide Web.
AppleXpress: Online Registration	Automated client/server tool, AppleXpress is designed to intake and store qualified applicant resumes. Relevant information on all potential candidates, including resumes and personal profiles gathered from each expertly structured candidate interviews, is entered into the AppleXpress system, where they can be filtered according to a customized pre-screening process.
AppleTRAC	Tracks the progress of the applicant from the initial retrieval of the résumé and application, to the post-employee orientation process. Develops eligibility and hire lists.

Office Automation 2000	Enables AppleOne to aggregate and maintain a vast pool of qualified candidates. Through Office Automation, AppleOne can easily track and match candidates, allowing our branch offices to quickly select a pool of candidates from our entire network.
Other Recruiting Resources	We also use "direct recruiting" which involves asking each person we contact to suggest other qualified candidates. Our commanding referral rate of nearly 60% distinguishes our company from any other in the staffing industry

Skills Testing

AppleOne conducts extensive training and testing programs to evaluate the skill sets possessed by our temporary associates. The results of these tests are entered into a database, which allows a Strategic Sourcing Specialist to place that temporary associate in a job category that best fits him/her.

An important component related to determining the best match for a candidate involves asking detailed Behavioral Interview Questions, to determine whether the candidate fits the requirements of the job description. During the interview process these Behavioral Interview Questions are asked, and the answers are entered into the AppleOne database, to expedite the placement process.

Once the CITIES submit a request for a specific job category, a strategic Sourcing Specialist will review the candidates in the AppleOne database to identify the candidate that best fits the CITIES' needs. Furthermore, the Strategic Sourcing Specialist verifies that the position available for that temporary associate falls within a job category that the associate has expressed a desire and ability to perform.

Using *SkillCheck*, Inc.'s sophisticated evaluation system our branch staff ensures that candidates possess the necessary skills for exceptional performance. *SkillCheck's* SoftwareSkills 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 MacOS operating systems. As new software is introduced to the workplace, all AppleOne candidates are encouraged to enhance their skills using our *SkillCheck* tutorial programs. Prior to assignment, we can test our contractors with customized training and evaluation programs that simulate the work to be performed at locations within the CITIES.

Selection

Spanning hundreds of offices, Office Automation is a powerful database that enables AppleOne to aggregate and maintain a vast pool of qualified candidates -- giving branches instant access to the right people at the right time. Through Office Automation, we can easily track and match candidates, allowing our branch offices to quickly select a pool of temporary associates from our entire national network. Providing more than

simple names, resumes and contact details, it contains detailed personal profiles gleaned from each expertly structured associate interview including personalities, temperaments and strengths.

Office Automation has the ability to download resumes from the Internet or via e-mail and generate client reports. Office Automation 2000 has been installed in conjunction with our Specialist-On-Site (SOS) programs at some of our largest clients to effectively manage their own contingency workforce and provide in depth reporting mechanisms. Sample Office Automation reports are available upon request.

Background Checks/Screening

Prior to sending an employee to work for the CITIES, the Strategic Sourcing Specialist, in conjunction with the appropriate CITIES representative(s), will evaluate what pre-employment background screening will be utilized. For all of the criminal background and screening that may be required by the CITIES, AppleOne will use our affiliate, A-Check America, who will customize their services according to your needs. In addition to our own background screening, we will obtain a signed Release and Consent form acceptable to the CITIES for your background check. Following is a description of the services that can be provided by A-Check America, if requested by the CITIES:

- Criminal Search
- Criminal Search (Federal)
- Civil Record Search
- Credit Report
- Driver's Report
- Social Security Trace
- Employment Verification
- Workers' Compensation
- Education Verification

Drug Screening

Whereas the CITIES enforce a drug-free workplace under the Federal Drug-Free Workplace Act of November 18, 1988, AppleOne will ensure that we will act on all suspicions of temporary employees acting under the influence and remove them from assignment with the CITIES. The appropriate drug screenings will be conducted, as necessary, by our affiliate, A-Check America, and all temporary employees who fail such tests will not be assigned to the CITIES from that point hereafter. AppleOne will also handle all potential disciplinary actions relating to drug-related charges to ensure that no potential co-employment issues arise. The CITIES will also be notified should an AppleOne temporary employee be convicted of a drug-related charge will on assignment with the CITIES.

Available drug tests include:

- Non-D.O.T.
- D.O.T.
- Oral Drug Screen (Non-D.O.T. Saliva)
- Confirmation of Oral Drug Screen Positives
- On-Site Urinalysis Drug screen (TestCup)
- Medical Review Officer (MRO)
- Random Selection

On-Going Employee Development

Our support for our temporary associates does not stop with job placement. We strive to maintain positive relationships with our associates, encouraging them to hone their skills. Once temporary personnel are assigned to positions with the CITIES, we will provide them with continual training in all skill areas associated with each position.

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 our 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 or cassette. Utilizing our library has proven very effective in educating our temporary employee roster.

All AppleOne offices are equipped with our AppLearn training system, a validated tutorial program that is updated as new software is released into the market. AppLearn can train temporary and direct hire personnel on a wide array of computer programs. In addition, AppleOne has the ability to update our AppLearn system to accommodate your specific software, enabling us to train for your exact needs. AppleOne can install the system as a complete Work Center at your location, enabling you to conduct timely, targeted training and evaluation not only for AppleOne-sourced candidates, but for your own staff, as well. The Apple Work Center will be loaded with our Apple Access software, your choice of two software packages, and our state-of-the-art AppLearn system for testing and training.

Reporting

AppleOne will prepare and submit monthly, annual or periodic reports of temporary personnel usage. AppleOne will customize the reports to meet CITIES specifications, as per the Scope of Work. Our reporting capabilities include tracking and reporting information regarding work related injuries/illnesses. We will work with the appropriate CITIES representative(s) to ensure that the report format is compatible with CITIES standards. AppleOne already maintains a reporting system that offers a wealth of information that can be provided in any format (i.e., turnover, fill rate, average tenure, etc.).

All temporary assignments are added to your customized client profile to track and manage your staffing activity. This feature allows us to produce accounting and management reports in real-time, helping track your employment costs and monitor temporary usage.

Our Management Information Services (MIS) department can design these reports to be presented as computer text files, Microsoft Excel files, or through other applications. These files can be delivered via hard copy or electronically.

AppleOne currently provides more than 30 standard reports designed to meet the needs of most corporate and program managers. They have been developed to fit the needs of clients and client departments including Accounting, Legal, Procurement, IT, and Executive Management. Reports include parametric input options such as cost center and business unit numbers. All reports are available in multiple formats including CSV, Excel and PDF format.

Providing clients with necessary information is crucial to maintaining high-quality service. AppleOne employs a number of tools to better service our clients. Our Implementation Material and Quick Reference Guide Implementation Summary Sheets are posted on AppleOne's Intranet, providing our branches with immediate access to the information necessary to appropriately service an account. This summary communicates key points in our contractual agreement with the client. Further, AppleOne provides a customized Quick Reference Guide as a service manual to the CITIES. This booklet educates the client on who we are, where we are located and what services we provide. Continuous updates to these documents are also posted on a regular basis to ensure that all knowledge is current.

Additional Services

In addition to the temporary staffing services specifically requested by the RFP and described in our Work Plan, AppleOne can offer the CITIES temporary staffing services for numerous other job classifications, electronic procurement options. Following are overviews of these services:

Comprehensive Staffing Services

As AppleOne has grown over the last forty-one (41) years, we have developed a wide range of areas of expertise, including, but not limited to Administrative/Clerical, Accounting and Technical/IT. Our branch offices maintain their excellence in staffing these areas with support from specialized corporate divisions. These divisions include:

Government Services Division

AppleOne established the Government Services Division to address the special staffing needs of government entities and educational institutions. Each member of our

Government Services Division works together as a team to research ways to provide public sector entities and educational institutions with a high quality staffing solution. A key component of this is maintaining an awareness of the value of the taxpayer dollar, and the services that citizens expect from their dollars. Our Government Services Division is currently servicing numerous public entities on the local, state and federal level, as well as public and private educational institutions.

AppleOne Temporary and Direct-Hire Services

As our core department, AppleOne Temporary Services handles multiple job classifications, encompassing a wide range of skills from Administrative/Clerical to Professional and Customer Service. Our direct-hire placement division takes the risk out of hiring direct-hire employees, with a variety of innovative, cost-effective programs, offering financial flexibility. AppleOne can recruit for virtually any position need.

With forty-one (41) years providing temporary Administrative/Clerical, Professional and Customer Service support, AppleOne remains committed to creating “*client-for-life*” relationships. With our myriad of effective recruitment techniques, state-of-the-art testing programs, and technological capabilities, AppleOne is able to provide quality clerical and administrative candidates to our customers. Our recruitment methods include a vast database with over 120,000 candidates who are ready to start assignment at a moment’s notice. Our skill assessment program has been designed to test a variety of skill sets from Administrative/Clerical to Professional, increasing our client’s productivity. AppleOne’s technological capabilities are user-friendly and allow our clients to browse hundreds of resumes, so that they may choose the right candidate for them.

At-tech

At-tech is a dedicated division of AppleOne. With over a decade of experience, At-tech has its finger on the pulse of the rapidly shifting tech industry. At-tech provides corporate high-tech businesses and government entities with unrivaled, cost-effective solutions for their toughest technical staffing challenges. At-tech specializes in the placement of high-end technical and IT candidates so our client companies and government entities can keep pace with today’s ever-changing technology. Our staffing consultants embody a wealth of recruiting and staffing expertise. Possessing more than generalized staffing knowledge, our consultants are domain experts who will take the time to understand your specific technical requirements then identify the best possible resources to provide a total solution.

Accounting Advantage

Focusing exclusively on accounting and financing staffing, Accounting Advantage is a dedicated division of AppleOne. Combining four decades of specialized recruitment with a vast national database of professionals ensures Accounting Advantage delivers the best people. Through Accounting Advantage, you gain access to a vast pool of candidates

you might not otherwise have an opportunity to consider. Most professionals we represent came to us through referral and retain our services not because they are actively seeking new employment opportunities, but because of our reputation for only delivering quality matches. Of course, the search does not end in our database. Every Account Executive maintains active relationships within the Accounting and Financial communities. Our ability to draw upon a vast network of personal and business contacts combined with industry leading, matching technology, and a substantial investment in Internet recruiting, ensures that Accounting Advantage possesses the resources to quickly fill your most difficult staffing challenge.

- **If subcontractors are utilized, the Proposer must submit a description of each firm or person and the Work to be done by each subcontractor.**
AppleOne will not be utilizing any subcontractors under the scope of these contracts with the CITIES.

D. Proposed Manpower Analysis

- **The Manpower Analysis shall include information regarding proposed person hours broken down by tasks that key staff is expected to devote to the Work. The plan should incorporate resumes of one page or less of the designated Project Manager and key project personnel including education, background, related experience, accomplishments and other pertinent information, and no more than two pages for the remaining information. Proposal should include an analysis of other commitments and availability for key staff.**

Proposed person hours broken down by tasks that key staff is expected to devote to the Work

Kenneth Landau, Director of Government Services

- 10% of time dedicated to account supervision
- Approximately 208 hours devoted to work

Mr. Landau is AppleOne's Director of Government Services, a specialist in government procurement and staffing. He has been with AppleOne since June 2001 and has been working with government agencies for more than 25 years. Prior to joining AppleOne, Mr. Landau was an independent Public Policy Consultant (1998-2000) and a City Manager in Los Angeles County (1995-1998). Through his extensive experience he has gained a thorough understanding of all government programs as well as the legislative, regulatory, administrative and political processes that affect these programs. Mr. Landau's resume is included at the end of this section for your review.

Linda Madigan, Director of Training & Operations

- 10% of time dedicated to CITIES account supervision
- Approximately 208 hours devoted to work

Ms. Madigan has been with AppleOne for over 22 years and has worked in virtually all realms of the staffing industry. Ms. Madigan will oversee all training and operations issues including, but not limited to, reports, database set-up and maintenance, and contract implementation with Mr. Landau. Ms. Madigan is supported directly by a staff of eight (8) full-time trainers that will support this contract. Ms. Madigan's resume is included at the end of this section for your review.

Lynda Derouineau, Area/Account Manager, Anaheim

- 50% of time dedicated to CITIES account supervision
- Approximately 1040 hours devoted to work

Ms. Derouineau, Area Manager of our Anaheim office, will be the Program Manager and main point of contact for the CITIES. She has extensive experience in providing temporary personnel services, including with public sector clients. In addition to Ms. Derouineau's ingenuity in the arena of professional recruitment and placement, her project management expertise has greatly contributed to AppleOne's success in Orange County. She is one of the primary people responsible for maintaining the branch's superb quality control record in accordance with ISO 9001:2000 standards. Ms. Derouineau's resume is included at the end of this section for your review.

Ms. Derouineau will manage AppleOne temporary associates by testing, screening and ensuring they are performing up to standard. She will tour your facility and meet with your hiring managers to fully embrace the working environment at the CITIES, thus enabling the local offices to recruit, screen, evaluate, and qualify candidates who possess the tangible and intangible skills required to be productive at the CITIES. As a result, she will develop an intimate understanding of your needs and how to best fulfill them. Ms. Derouineau will be supported by Kenneth Landau, Director of Government Services and Lee Jordan, Assistant Branch Manager for the Anaheim office.

Lee Jordan, Assistant Branch Manager/Account Manager, Anaheim

- 100% of time dedicated to CITIES account supervision
- Approximately 2080 hours devoted to work

Ms. Jordan will help to improve our response time by streamlining communication through a single point of contact. Their ability to acquire and dispatch a temporary associate fast and efficiently significantly increases our clients' productivity. Ms.

Jordan has been selected to manage our day-to-day relationship with the CITIES by facilitating processes between our companies, maintaining effective communication, and ensuring quality placements.

Hours indicated in the preceding section are based on a one year FTE of 2,080 hours.

Other commitments and availability of key staff

Members of AppleOne's key staff at our Anaheim location are well experienced in providing exemplary service to multiple clients both public and private. The designated Strategic Support Specialist for the CITIES will be available to provide ongoing support, service intervention and any follow-up action with associates as needed. If necessary, someone in the Anaheim office will be available to the CITIES 24 hours a day by calling (714) 634-4631.

E. The Proposer shall submit a Firm Fixed Price for performing all Work specified in the Scope of Work.

We have provided a Firm Fixed Price for performing all Work specified in the Scope of Work on page 17 of the RFP, the Proposal Response Form, for your review.

F. The Proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of Proposals. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda.

AppleOne agrees that stated information provided in this proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of Proposals. AppleOne also agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda.

G. Proposers must submit a completed Proposal Letter/Certificate of Acceptance (attached).

The completed and executed Proposal Letter/Certificate of Acceptance is attached at the end of this proposal for your review.

RFP No. 01-1126
CITY OF GARDEN GROVE
PROPOSAL REQUIREMENTS
PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER AppleOne Employment Services_____

THOMAS MENG, CONTRACT ADMINISTRATOR
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92842

In response to the Request for Proposal (RFP) No. 01-1126, to **Provide temporary employee staffing services at various City of Garden Grove locations**. The scope of work will include areas included in technical specification. We the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Work at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a Contract which will be prepared by the CITY for execution, within 10 calendar days following notification of award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of protest filings, if any, and approval by the City Council.

The undersigned will also deliver to the CITY prior to the commencement of Scope of Work the necessary original Certificates of Insurance. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the response data and proposal forms required by the proposal requirements.

The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents:

Addenda No. 1

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

AppleOne Employment Services _____
Company Name

Marc Goldman, Vice President (310) 516-1572
(Name) (Title) (Phone)

mgoldman@appleone.com
(e-mail)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

CO-OPERATIVE PURCHASING AMONG GOVERNMENT AGENCIES

The successful contractor based on this RFP, is hereby requested to extend the same prices, terms and conditions of this RFP to other government agencies, contingent upon mutual agreement of these other government agencies and the successful contractor. Should such agreements materialize, contracts would be issued and administered by each individual government agency, directly with the successful contractor.

Proposer is requested to indicate if a contract based on this bid will be extended to other government agencies under the terms described herein:

PLEASE CHECK ONLY ONE: YES NO

BY: 
(Signature)

Proposer's Business Address
and Telephone/Fax Numbers:
990 Knox Street, Torrance, CA 90502

Marc Goldman _____ (310) 516-1572 _____
(Type or Print Name)

Vice President _____ (800) 539-2228 _____
(Title)

PFP No. 01-1126

Proposal Response Form

The undersigned, having carefully examined the Scope of Work to: Provide temporary employee staffing services at various City of Costa Mesa and City of Garden Grove locations Services in accordance with the specifications, hereby propose to do all the work required to provide the services in accordance with the specifications and scope of work for the fees offered below:

Note: THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Quantities indicated are the City's best estimate of the total quantities required during the performance period, but actual quantities required may be greater or less than those indicated below. Therefore the successful bidder shall agree to hold quoted prices firm during the performance period, whether total purchase quantities are greater or less than the quantities estimated.

Item No.	Total Hours Worked	General Position/Title	Employee Hourly Rate (High)	Agency Markup Rate	Total Cost To City's
1	5,000	Administrative Assistant	\$90,000.00	\$34,200.00	\$124,200.00
2	5,000	General Office Assistant	\$65,000.00	\$24,700.00	\$89,700.00
3	5,000	Receptionist	\$65,000.00	\$24,700.00	\$89,700.00
4	1,000	Accounting Clerk	\$18,000.00	\$6,840.00	\$24,840.00
5	2,000	Customer Service Representative	\$28,000.00	\$10,640.00	\$38,640.00
6	2,000	Buyer	\$50,000.00	\$19,000.00	\$69,000.00
Total Cost					\$436,080.00

ITEM NO.	GENERAL POSITION TITLE	EMPLOYEE HOURLY PAY-RATE		AGENCY HOURLY BILL RATE		PERCENTAGE MARK-UP
		Low	High	Low	High	
1	Administrative Assistant	\$15.00	\$18.00	\$20.70	\$24.84	38%
2	General Office Assistant	\$11.00	\$13.00	\$15.18	\$17.94	38%
3	Receptionist	\$11.00	\$13.00	\$15.18	\$17.94	38%
4	Accounting Clerk	\$16.00	\$18.00	\$22.08	\$24.84	38%
5	Customer Service Representative	\$12.00	\$14.00	\$16.56	\$19.32	38%
10	Buyer	\$18.00	\$25.00	\$24.84	\$34.50	38%
6	Provide markup percentage rate for payrolling an individual with your organization					30%
7	Provide markup percentage rate agency will utilize to negotiate prices for positions not listed above.					38-42%

Name of Company/Proposer: AppleOne Employment Services

Business Address: 990 Knox Street, Torrance, CA 90502

Authorized Signature _____

10/13/06 _____

Date

Project Contact Person: Kenneth Landau _____ Phone: 310-516-1572 _____

Fax No. 800-539-2228 _____ e-mail: klandau@appleone.com _____

EXHIBIT C

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa’s commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor’s and/or sub-grantee’s workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

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SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT D
CERTIFICATES OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 01/23/2007
PRODUCER 7 M. G. SKINNER & ASSOCIATES 1030 SANTA MONICA BLVD. SUITE 207 LOS ANGELES, CA 90025	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED HOWROYD WRIGHT EMPLOYMENT AGENCY, INC. DBA APPLE ONE (CA) P.O. BOX 29048 GLENDALE, CA 91209-9048 HOWW00	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: LIBERTY SURPLUS INS. CORP.	10725
	INSURER B: FEDERAL INSURANCE CO.	20281
	INSURER C: AMERICAN GUARANTEE & LIABILITY	26247
	INSURER D: ACE AMERICAN INSURANCE CO.	22667
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	SSL-200997-0106	04/01/2006	04/01/2007	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 1000000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	7326-53-34	04/01/2006	04/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	AUC5327482-02	04/01/2006	04/01/2007	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WLRC44002176	04/01/2006	04/01/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A		OTHER ERRORS & OMISSIONS	SSL-200997-0106 E&O	04/01/2006	04/01/2007	EACH ACT 3000000 AGGREGATE 3000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CRIME/DISHONESTY-HARTFORD #10FA0230787-06-4/1/06-UNTIL CANCELLED-LIMIT: \$3,000,000-THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS & EMPLOYEES ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY WITH RESPECT TO THE SUBJECT PROJECT AND AGREEMENT. CITY OF COSTA MESA INSURANCE WILL APPLY AS EXCESS (PRIMARY & NON-CONTRIBUTING APPLIES).

CERTIFICATE HOLDER CITY OF COSTA MESA ATTN.: TERESA M. ROMERO P.O. BOX 1200 COSTA MESA, CA 92628-1200	CANCELLATION 10-DAY NOTICE FOR NON-PAYMENT OF PREM SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ³⁰ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Dawn Ortiz</i> DRO
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 10 10 93

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	12:01 A.M. standard time	Policy No.	SSL-200997-0106
Named Insured	HOWROYD WRIGHT EMPLOYMENT	Countersigned by	<i>Dawn Ortiz</i>

(Authorized Representative)

SCHEDULE

Name of Person or Organization: CITY OF COSTA MESA
P.O. BOX 1200
COSTA MESA, CA 92628-1200

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

CRIME/DISHONESTY-HARTFORD #10FA0230787-06-4/1/06-UNTIL CANCELLED-LIMIT: \$3,000,000-THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS & EMPLOYEES ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY WITH RESPECT TO THE SUBJECT PROJECT AND AGREEMENT. CITY OF COSTA MESA INSURANCE WILL APPLY AS EXCESS (PRIMARY & NON-CONTRIBUTING APPLIES).