



City of Peoria, Arizona Request for Quotation



Request for Quotation No: **Q11-16** Bid Due Date: **February 16, 2011**

Materials and/or Services: **Temporary Employment Services for Video Producer II positions** Time: **5:00 P.M. AZ Time**

Contact: **Lisa Houg, CPPB**

Location: City of Peoria, Materials Management Phone: **(623) 773-7115**

Mailing Address: 9875 N. 85th Ave., 2nd Floor, Peoria, AZ 85345

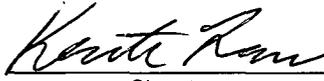
This is NOT a Purchase Order

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and RFQ number on the outside of the return envelope.

Vendor Quotation

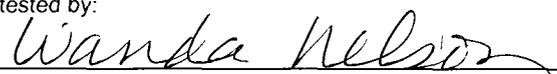
Payment Terms: Net 30

Company Name	Address	City	State	Zip Code	Telephone
AppleOne Employment Services	1999 W. 190th Street	Torrance	CA	90504	(310) 750-3400

	<u>Kenneth W. Landau</u>	Director of Government Solutions	<u>02/14/2011</u>
Signature	Typed Name	Title	Date

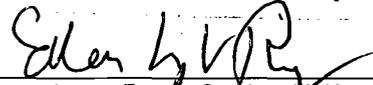
ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

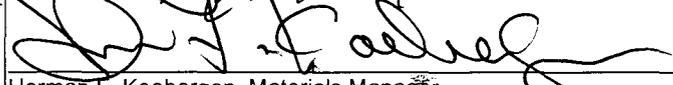
Attested by:

Wanda Nelson, City Clerk

City of Peoria, Arizona. Eff. Date: 3-10-11

Ellen Van Riper, Assistant City Attorney


Approved as to Form Stephen M. Kemp, City Attorney

Awarded on March 9, 2011


Herman F. Koebergen, Materials Manager



City Seal

CC
A CON 12811
Contract Number

Official File



REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation.
2. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.
3. **Standard Provisions:** The City of Peoria's Instructions for Quotation and Terms and Conditions (Form COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.
4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
5. **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.
6. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.
7. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
8. **Payment:** The City of Peoria will make every effort to process for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) days shall not be considered.
9. **Payment Discounts:** Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.



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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the



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City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.



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- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
- a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.
- This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.



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27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q11-16

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Temporary Employment Services for Video Producer II positions**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and one (1) copy on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only.
10. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Experience and Qualifications.
 - b. Cost Considerations.
 - c. Conformance to RFQ.

The City reserves the right to consider historic information and facts, whether gained from the Vendor's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Vendors, while conducting the proposal evaluations.
11. **Interview Guidelines:** During the interview, which will be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session.
12. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
13. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.



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14. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
15. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
16. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
17. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

18. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q11-16

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Fax: (623) 773-7118

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. **Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. **Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

19. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

20. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

21. **Independent Contractor:**

a. **General**

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.



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b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

22. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
23. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
24. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
25. **Confidential Information:**
- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in



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writing of such determination.

26. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.
 - Ensure that computer virus protection is up to date.
27. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
28. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
29. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
30. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.



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Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.
31. **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice.



SCOPE OF WORK

Materials Management Procurement

Solicitation Number: Q11-16

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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Section I - Description

The City of Peoria is interested in contracting with an Individual or a Temporary Employment Agency for Video Producer II positions on a temporary as-needed basis.

Section II – General Purpose

The purpose of this position is to develop, write, and produce a variety of complex videotaped programs. This is accomplished by contacting local businesses and employees, coordinating schedules, researching stories, writing scripts, and producing informational and promotional video shoots for the City.

Section III – Essential Duties and Responsibilities

- Plans, designs, and produces audio-visual media to highlight events, businesses, and projects that support the City's communication, marketing and public relation needs.
- Researches topics for video production and writes scripts to capture the essence of the story, event or project. Formulates contacts with employees and businesses to stay current with upcoming events and news.
- Perform voice-overs for video segments; adds transitions to establish continuity of scenes. Acts as on-camera talent.
- Conducts initial edits of video footage; selects appropriate shots and background music for the story. Logs all video tapes of footage from shoot coverage. May assist in creating or selecting graphics for final product.
- Assists with the transportation and carrying of camera equipment to video production sites and locations. Assists with setting up and taking down equipment.

Section IV – Desired Minimum Qualifications

Experience:

Considerable previous experience required in the same or similar previous positions. The job requires a sound knowledge of common and uncommon techniques, concepts, methods, practices, use of forms, routines, etc., of complex nature.

Education:

Two year college program or equivalent combinations resulting in accumulation of similar knowledge or skills.



SUBMITTAL REQUIREMENTS

Materials Management
Procurement

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A. Proposal Content - The proposal shall include the following:

1) Experience and Qualifications for Individual OR Agency

- Individual - Provide a description of the individual's experience and qualifications.
- Individual - Provide a resume of the individual.

OR

- Agency - Provide a brief history of the firm and its experience.
- Agency - Provide information on those individuals that may be assigned to work with the City of Peoria including a description of their experience and qualifications.

2) Cost Considerations

Complete the Price Sheet and provide an itemized list of any applicable fees, based on hourly, weekly or monthly terms.

3) Required Forms

Submit Offer & Acceptance Form (page 1), Price Sheet and Questionnaire forms.

B. Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and one (1) copy and shall be delivered by no later than **5:00 pm on February 16, 2011** to:

City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345

Proposals shall be submitted in a sealed envelope with the RFQ number and the Offeror's name and address clearly indicated on the front of the envelope.

The designated contact person is Lisa Houg, Contract Officer, City of Peoria. All questions regarding the proposal should be sent in writing via email to Lisa.Houg@peoriaaz.gov.

Contact with city staff other than the designated contact person indicated in the RFP, regarding the solicitation, is strictly prohibited during the proposal process.



REVISED PRICE SHEET

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: Q11-16

Item	Description of material and/or services	Unit	Unit Price
1.	VIDEO PRODUCER II <i>List any other costs or discounts that may apply.</i>	HR	<u>\$ 33.75</u>



QUESTIONNAIRE

Solicitation Number: **Q11-16**

**Materials Management
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9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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Please list a minimum of three (3) professional references whom the Materials Management Division may contact:

1. Company: Eldorado | Mphasis an HP Company
Contact: Jo Reside, Human Resources / Finance Assistant
Address: 5353 North 16th St, Suite 400
Phoenix AZ 85016-3228
Phone: (602) 604-3100
Email: jreside@eldocomp.com
Type of Work: Temporary and Permanent Employment Services for specialized positions (Web Developers, Graphic Designers, Trainers, Event ManagerS, etc.)

2. Company: Michael J. Pierson Associates, Inc.
Contact: Nicole Dunbar, Program Director
Address: 23441 South Pointe Dr., Suite 160
Laguna Hills, CA 92653
Phone: (949) 300-5182
Email: nicole@mjpa.com
Type of Work: Temporary Employment Services for highly specialized positions, including Marketing, Ushers, WebMaster and Web Designer

3. Company: Translational Genomics Research Institute
Contact: Brady Young, HR Manager
Address: 400 N. Fifth Street, Suite 600
Phoenix AZ 85004
Phone: (602) 343-8431
Email: byoung@tgen.org
Type of Work: Temporary and Contract Employment Services for highly specialized positions, including Senior Web UI Engineer, Database Administrator, Business Analyst, Software Programmers, Desktop Support, Helpdesk Technicians



QUESTIONNAIRE

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Solicitation Number: **Q11-16**

Bidders are to indicate below any exceptions they have taken to the Terms, Conditions or Scope of Work:

AppleOne Employment Services has taken no exceptions to the Terms, Conditions or Scope of Work.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes , No .

If yes, please provide details and documentation of the certification.

AppleOne Employment Services is certified as a Minority Business Enterprise by the Grand Canyon Minority Supplier Development Council, as defined by the National Minority Supplier Development Council (NMSDC). A copy of our current certification is attached.



Attach a copy of your Business License to your bid submittal.

Please note that AppleOne Employment Services was advised that a business license is not required service providers. However, should the City of Peoria require AppleOne to acquire a license to conduct business within City limits, AppleOne will readily acquire such a license upon request.



Grand Canyon Minority Supplier Development Council
Affiliated with the National Minority Supplier Development Council

Grand Canyon Minority Supplier Development Council

THIS CERTIFIES THAT

ACT 1 Group, The, dba ACT 1 Pers. Svcs., Agile 1; At-Tech;

ARLEONE EMPLOYMENT SVCS. (CORPORATE PLUS)
Has been granted **RECIPROCAL SERVICES** status as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®), and *certified by the: *Southern California Minority Business Development Council.

**NAICS Code(s): 54161 ; 56131 ; 56132 ; 541612

**Description of their product/services as defined by the North American Industry Classification System (NAICS)

04/21/2010

AZ001955C

Issued Date

Certificate Number - Reciprocal Services Only

04/01/2011

Expiration Date

President, GCMSSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>.



An affiliate of the National Minority Supplier Development Council, Inc.® (NMSDC®)

City of Peoria, Arizona

Response to:
Request for Quotation Q11-16
for
Temporary Employment Services for
Video Producer II Positions

Prepared by:
AppleOne Employment Services
Government Solutions Division
1999 W. 190th Street
Torrance, CA 90504

Managing Branch
AppleOne Employment Services
9971 W. Camelback Road, Suite 119 & 121
West Phoenix, AZ

Contact: Mr. Kenneth W. Landau
Director of Government Solutions
Phone: (310) 750-3400

DUE: February 16, 2011

ORIGINAL

February 14, 2011

City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345

Attention: Lisa Houg, Contract Officer

**RE: Request for Quotation Q11-16 – Temporary Employment Services for Video
Producer II Positions**

Dear Ms. Houg:

AppleOne Employment Services welcomes the opportunity to present our services to the City of Peoria. As the largest privately-held human capital management company in the United States, AppleOne Employment Services has over 225 points of operation throughout the United States and Canada. AppleOne's Government Solutions Division provides service to public sector entities and educational institutions nation wide, and emphasizes the importance of quality and cost-effectiveness for its clients.

AppleOne will provide the City with day-to-day management from our West Phoenix branch office, and provide additional support as needed through our network of local branches. The managing branch is located at 9971 W. Camelback Road, and a member of this office is available to the City 24 hours a day through a dedicated cell phone/paging prompt.

As stipulated in the City's Special Terms and Conditions, AppleOne's offer in response to this Solicitation is valid and irrevocable for sixty (60) days after the opening time and date.

AppleOne intends to provide the City with excellent service that presents lasting solutions while remaining cognizant of the taxpayer's dollar. If you have any questions regarding the enclosed, please feel free to contact me by phone at (310) 750-3400, or via email at klandau@appleone.com. For further information on our services, you can also access our interactive website at <http://www.appleone.com>.

Thank you for considering AppleOne for your staffing needs. We look forward to working with you. We will do everything necessary to ensure that your experience with AppleOne is positive, productive and long-term.

Sincerely,



Kenneth W. Landau
Director of Government Solutions

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1. EXPERIENCE AND QUALIFICATIONS FOR AGENCY

Provide a brief history of the firm and its experience

AppleOne Employment Services is a fully integrated staffing and workforce management provider offering a broad scope of services. Founded in 1964, AppleOne has been providing long-term temporary personnel staffing services such as those required by the City of Peoria for forty-six (46) years. AppleOne is a full-service provider of staffing and workforce management solutions. Currently, AppleOne has over 225 locations throughout North America. AppleOne is the largest privately held human capital management firm in the United States.

With respect to the specifications provided within this RFQ, AppleOne's Phoenix-area staffing professionals have considerable experience fulfilling key positions very similar to Video Producer II. Examples of related client placements include:

- **Program Trainer** – Educate audiences of 50 to 100 people each meeting, which includes the use of various audio and video tools to accomplish training goals.
- **Webmaster** – Conduct video web conference for 1,500 professionals in the travel and tourism industry.
- **Graphic and Web Designers** – Develop company branding and other visual impact media for use in campaigns, on corporate websites, and other venues displayed to the public.

AppleOne invests in continually training and certifying our personnel to ensure that our services are successfully delivered. We utilize a combination of targeted technologies and specialized recruitment techniques to ensure that we source highly qualified candidates, even for the most specialized positions.

GOVERNMENT SOLUTIONS

In order to ensure that government entities such as the City of Peoria receive exemplary service, AppleOne developed our Government Solutions Division to evaluate and address the specific needs of AppleOne's public sector clients, such as consistently tracking milestones and deliverables, addressing all quality control issues, adhering to budgeting cycles, and maintaining constant lines of open communication in order to remain proactive with regard to all contractual and service issues.

AppleOne's Government Solutions Division team services numerous public entities on the Local, State and Federal level, as well as public and private educational institutions, and AppleOne's team members work to provide this specialized client base with high-quality staffing solutions while remaining cognizant of the taxpayer's dollar. The Government Solutions Division is headed by Kenneth Landau, Director of Government Solutions, who is the point of contact for this RFQ response and is also one of our proposed key team members selected to ensure that the City receives optimal service. Through this division, AppleOne is currently supporting over 250 public sector entities at the Local, State and Federal levels, including over thirty-five (35) educational institutions. The Government Solutions Division will work closely the proposed account management team to deliver quality solutions to the City.

REPRESENTATIVE LIST OF CLIENTS

AppleOne has provided Temporary Employment Services to agencies similar to the City, including:

- City of Peoria, Arizona
- City of Los Angeles, California
- City of Henderson, Nevada

A representative list of clients is included below:

APPLEONE GOVERNMENT SOLUTIONS REPRESENTATIVE LIST OF CLIENTS	
Atlanta Housing Authority	County of Sacramento, California
Cal State Fullerton (CSUF)	County of San Bernardino, California
California Office of Administrative Hearings	County of San Diego, California
City Attorney's Office, Oakland, California	County of Tarrant, Texas
City of Anaheim, California	Denver Housing Authority
City of Berkeley, California	Georgia Department of Community Affairs
City of Glendale, California	Georgia Department of Revenue
City of Houston, Texas	Gilroy Unified School City, Gilroy, California
City of Long Beach, California	Greater Orlando Airport Authority
City of Los Angeles Redevelopment Agency	Las Vegas Valley Water City
City of Mountain View, California	Los Angeles Airport Authority
City of Pasadena, California	Los Angeles Housing Authority
City of Riverside, California	Los Angeles Unified School City
City of San Bruno, California	Nevada Power
City of San Carlos, California	Orlando Public Utilities Commission
Contra Costa Community College City	Pinellas County Unified School City
County of Contra Costa, California	Port of Los Angeles
County of Gwinnett, Georgia	Sacramento Metropolitan Utility
County of Hennepin, Minnesota	Sam Trans
County of Houston, Texas	San Diego Water City
County of Johnson, Kansas	South Coast Air Quality Management City
County of Los Angeles, Board of Supervisors	Southern California Water Company
County of Los Angeles, Child Support Division	Southwest Gas
County of Los Angeles, CDC	State Compensation Insurance Fund, California
County of Los Angeles, Coroner's Office	State of Colorado
County of Los Angeles, City Attorney	State of Nevada
County of Los Angeles, Internal Services	State of Utah
County of Los Angeles, Public Defender	Sunnyside Unified School City, Tucson
County of Los Angeles, Sherriff	Superior Court of Arizona in Pima County
County of Los Angeles, Superior Courts	Tucson Unified School City
County of Maricopa, Arizona	US Department of Agriculture, Forestry Service
County of Orange, California	US Department of the Treasury, FedSource
County of Orange, Florida	University of Miami, Florida
County of Orange, Superior Courts, California	Village of Wellington, Florida
County of Riverside, California	Washington State Department of Transportation

SERVICE LOCATIONS

The AppleOne West Phoenix branch will be the lead service branch to the City. The full address of this branch is:

AppleOne Employment Services
9971 W. Camelback Road, Suites 119 and 121
Phoenix, AZ 85037

The lead branch will be directly supported by the additional three (3) locations in the general area, which are listed below:

AppleOne Employment Services
7720 N 16th Street, Suite 410
Phoenix, AZ 85020

AppleOne Employment Services
107 E. Baseline Road, Suite A-1
Tempe, AZ 85283

AppleOne Employment Services
2020 E. Prince Road, Suite 803
Tucson, AZ 85719

Provide information on those individuals that may be assigned to work with the City of Peoria including a description of their experience and qualifications.

AppleOne has comprised a team who will oversee contract management and work to ensure City's satisfaction. The proposed AppleOne team consists of staff with proven experience applying "best practices" within the human capital resources industry. The City of Peoria will be directly serviced by AppleOne's West Phoenix branch, which in turn is supported by corporate management. Account Manager Lisa Rodella and Branch Manager Pamela Stenvall will serve as the primary and secondary points of contact, respectively. Mr. Kenneth Landau, Director of Government Solutions and primary point of contact for contractual matters, will provide corporate support. Summaries of experience and specific responsibilities of each key individual are detailed in the following project team summaries.

Name:	Lisa Rodella
Title:	Account Manager
Experience:	Lisa Rodella has been with AppleOne since 2010, and brings over 10 years of experience providing exemplary recruitment and staffing solutions for clients. As Account Manager, Ms. Rodella is primarily responsible for recruiting and applicant development in the greater Phoenix area. Her duties include applicant screening, temporary employee performance monitoring, and following up with clients to ensure quality service is maintained at all times. Ms. Rodella has a keen eye for identifying top talent in the Phoenix area and building relationships with our clients and candidates. She works with a diverse clientele on a local as well as national level.
Project Role:	Primary Point of Contact
Responsibility:	Lisa Rodella will manage the day-to-day processes, including testing, screening and ensuring all temporary employees are fully trained and qualified, have the skills requirements needed for positions, and are performing up to standard for the City. Ms. Rodella will gather all necessary information needed to recruit, screen, evaluate, and qualify

	<p>candidates who possess the tangible and intangible skills required to be productive at the County. Ms. Rodella is one of the primary people responsible for maintaining the branch's superb quality control record in accordance with ISO 9001:2000 standards. Ms. Rodella will be directly supported by the alternate point of contact for this contract, Pamela Stenvall, as well as the area branch staff, and AppleOne's dedicated Government Solutions Division.</p>
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Name:	Pamela Stenvall
Title:	Branch Manager
Experience:	<p>Pamela Stenvall has served as a Branch Manager for over six (6) years, with over 10 years of related experience. Ms. Stenvall is skilled in implementing and executing local and nationwide recruitment programs, with the proven ability to perform searches for qualified candidates according to relevant job criteria using in-depth sourcing, computer databases, networking, cold calls, job fairs, colleges, recruiting firms, media, and employee referrals. Ms. Stenvall is very knowledgeable of local, state and federal employment laws and regulations. Ms. Stenvall develops long lasting partnerships with her clients to fully understand their staffing needs, enabling her to develop customized temporary, long term and direct hire staffing solutions that are aligned with clients' specific needs. Ms. Stenvall's project management expertise has greatly contributed to AppleOne's success in the Phoenix area.</p>
Project Role:	Secondary Point of Contact
Responsibility:	<p>Pamela Stenvall is Secondary Point of Contact for Day-to-Day Management. Ms. Stenvall's primary responsibility will be to provide special recruiting services to support the City of Peoria. Ms. Stenvall will also be the first level of escalation if any service issues should arise, and will oversee the day-to-day tasks by supporting Ms. Rodella and providing the resources necessary to ensure that the City receives the required services. If required, Ms. Stenvall has the ability to act in Ms. Rodella's stead to ensure seamless management of this project.</p>

Name:	Kenneth W. Landau
Title:	Director of Government Solutions
Experience:	<p>Mr. Landau, AppleOne's Director of Government Solutions, is a specialist in government procurement and staffing. Mr. Landau 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 (1985-1998). 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.</p>

Project Role:	Contractual Point of Contact
Responsibility:	Mr. Landau will be the primary contact regarding all contract-related issues, and is supported directly by AppleOne's Legal, Risk Management and Government Solutions Departments. Additionally, these Mr. Landau is directly supported by AppleOne's Government Solutions Division, and he will work with the West Phoenix project personnel, as well as surrounding local area branches, to ensure that the City is properly supported.

2. COST CONSIDERATIONS

AppleOne's completed Price Sheet is included in the Required Forms section of this Proposal. Our presented cost is an hourly bill rate to the City. The provided pricing includes overhead, G&A costs, general liability, workers' compensation and agency profits. Our quoted bill is based upon a comprehensive local area salary survey for this and similar occupations. To further assure the City that we can successfully fulfill the Video Producer II position, AppleOne has identified three (3) highly qualified candidates within this proposed rate.

ADDITIONAL FEES

Please note that the provided hourly bill rate does not incorporate in-depth background screenings, which include, but are not limited to:

- Department of Motor Vehicles (DMV)
- Education Verification
- Drug Screening
- Criminal Search
- Credit Reports

These services, if requested by the City, can be provided at a separate pass-through cost to the City with no additional mark-up. Pricing for these services vary based upon the specific background checks required. AppleOne, if desired, will work with the City to determine if these services are needed and determine the cost.