



City of Peoria, Arizona Notice of Request for Proposal for Professional Services



Request for Proposal No: **P08-0057** Proposal Due Date: **May 14, 2008**
 Services: **Temporary Employment Services for Legal Positions** Proposal Time: **5:00 P.M. MST**
 Purchasing Agent: **Peggy A. Ferrin**
 Project No: _____ Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Street, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code, competitive sealed proposals for the services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

Arizona Transaction (Sales) Privilege Tax License Number: F-1425928-1

For clarification of this offer contact:

Name: Kenneth W. Landau

Telephone: (310) 516-1572 Fax: (800) 539-2228

AppleOne Employment Services

Company Name

Authorized Signature for Offer

990 Knox Street

Address

Kenneth W. Landau

Printed Name

Torrance CA 90502

City State Zip Code

Director of Government Solutions

Title

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

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; and 3.) This written acceptance and contract award. As the awarded professional service provider, you are now legally bound to provide the services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The professional service provider shall not commence any billable work or provide any services under this contract until the professional service provider receives an executed Purchase Order or a Notice to Proceed.

Attested by:

Mary Jo Kief
Mary Jo Kief, City Clerk

City of Peoria, Arizona.

Effective Date: 7/8/08

Approved as to form:

Stephen M. Kemp, City Attorney

Contract Awarded Date: 7/7/08

Herman F. Koebergen, Materials Manager



CC: _____

Contract Number:

A CON 38108

Official File: _____

A CON 38108

June 10, 2008

Peggy Ferrin
Contract Officer
City of Peoria
Materials Management Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560

**RE: City of Peoria, Solicitation Number P08-0057
Temporary Employment Services for Legal Positions**

Dear Ms. Ferrin,

AppleOne Employment Services respectfully submits the following information in response to the City's request for clarification.

1) Do you charge for background checks and drug screenings and if so what is the cost?

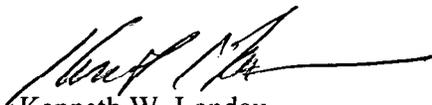
As mentioned in our solicitation response, AppleOne uses its affiliate, A-Check America to provide any background checks and/or pre-employment screening that the City may require. Because of this relationship, AppleOne can offer rates for background checks and drug screenings to its government clients that are significantly discounted. Included with this response is a listing of the discounted rates available to the City of Peoria.

2) Will you wave the condition #5 on the back of your time sheet?

Yes, AppleOne will wave Condition of Service #5 which requires payment of a conversion fee. AppleOne agrees that there will be no conversion fee of any type during the term of the contract.

If you have any additional questions, please feel free to contact me by phone at (310) 516-1572 or via e-mail at klandau@appleone.com.

Sincerely,



Kenneth W. Landau
Director of Government Services



A - C H E C K
America, Inc.

CONFIDENTIAL
Background Screening
Pricing for
Howroyd Group of Companies



A - C H E C K
America, Inc.

Package: **\$29.00** (Plus State/County Fees)

Includes: One(1) county Criminal Search, One(1) Driver's Report, One(1) Social Security Trace.

Each additional search out of the package will be billed at the single rate listed below.

INDIVIDUAL SERVICES

Criminal Search: **\$10.00** (Plus State/County Fees)

This includes a one(1) county, one(1) name criminal court record search of felony records and will include misdemeanor records when available. All information will be obtained at the court house by a court researcher unless direct connection to the court house is established. Criminal records will be searched for the past seven(7) years.

Credit Report: **\$ 6.50** Each

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

Driver's Report: **\$ 3.00** (Plus State Fee)

This is a statewide search with all information obtained directly through the state of issuance. This search reveals the applicant's 3 year driving history along with insight into a potential drug user.

Social Security Verification: **\$ 4.00** Each

This search verifies the number provided is valid, the person/people associated with the number, current and past address', and current and past employers.

Employment Verification: **\$ 8.25** Each Employer

We will verify present or past employment to include position(s) held, dates of employment, salary, confirmation of specific job duties, reason for leaving, eligibility for re-hire, and overall job performance. This information will be obtained through either a phone interview with the applicant's former supervisor or personnel department.

Education Verification: **\$ 8.00** Each Institution

This search verifies Colleges/Universities attended with dates of enrollment, Major/Degrees obtained, Grade Point Average, and professional certification. *Additional fee if transcripts are requested.*

Rush Fees: **\$ 8.00**

This fee will not apply unless the client requests a rush on the report. The fee will apply only to the entire report not per each individual service requested on a report.

Turnaround Time: **24 hrs to 72 hrs**

All reports will be sent back to the requester within 48 to 72 hrs. The turnaround time will be set depending on the scope of the background requested. A delay may occur, and in such case the requester will be notified of the delay.

Additional services and special packages are available if needed.

Reminder:

This pricing is only for the client as established by contacting A-Check America.

Phone: (951) 750-1501 Fax: (951) 750-1301

City of Peoria, Arizona

Response to:
**Request For Proposal for
Temporary Employment Services
for Legal Positions
RFP # P08-0057**

Prepared by:
**AppleOne Employment Services
Government Solutions Division
990 Knox Street
Torrance, CA 90502**

Managing Branch
West Phoenix, AZ

**Contact: Mr. Kenneth W. Landau
Director of Government Solutions
(310) 516-1572**

May 14, 2008

ORIGINAL

May 9, 2008

City of Peoria
Materials Management
8314 West Cinnabar Street
Peoria, AZ 85345

Attention: Peggy A. Ferrin, Purchasing Agent

Dear Ms. Ferrin:

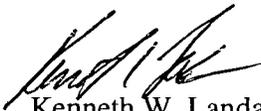
AppleOne Employment Services welcomes the opportunity to present our services to the City of Peoria. As the largest privately held human capital management company in the United States, AppleOne Employment Services has over 400 points of operation throughout the United States and Canada. AppleOne's Government 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. Moreover, **AppleOne is the first human capital management agency to be recognized by the United States Department of Treasury as the Large Business Partner of the Year for 2004.** As a current vendor for the State of Arizona, AppleOne looks forward to providing staffing services to the City.

AppleOne will provide the City with day-to-day management from our West Phoenix branch office. The managing branch is located at 9971 West Camelback Road, Suite 119, Phoenix, AZ, and a member of this office is available to the City 24 hours a day through a dedicated cell phone/paging prompt.

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 at (310) 516-1572. 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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A. UNDERSTANDING THE SCOPE OF WORK

1. PLAN AND METHOD OF APPROACH

Over the past forty-four (44) years, AppleOne has implemented literally thousands of programs for clients. AppleOne's implementation and training teams are comprised of our most experienced professionals each promoted from within the organization and recognized for their abilities to provide exceptional results. AppleOne's implementation plan will ensure that the City is smoothly and rapidly integrated with the job order filling process. Following is an overview of AppleOne's job order filling process.

JOB ORDER PROCESS

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

Based on knowledge of your requirements and using proprietary software and systems, Shana Sagasta, our West Phoenix branch manager and primary point-of-contact for the City, will map task orders out to the appropriate regional offices and quickly fill your needs from AppleOne's large pool of pre-qualified candidates. In addition, AppleOne can customize its recruitment and matching processes according to projected staffing requirements in order to further ensure that qualified candidates are available. Ms. Sagasta will maintain close contact with City representatives to maintain an awareness of current and upcoming staffing requirements in order to minimize potential disruptions from employee turnover.

Step-By-Step Job Order Process

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

Step 1 - Job Order Submitted

Job Order is submitted by the City to an AppleOne Account Executive via phone, fax, or the Internet. The Account Executive will act as a single point of contact for the City. The AppleOne Electronic Procurement software can alternatively be utilized to automate the procurement process.

Step 2 - Acceptance of Order and Initial Response

The AppleOne Account Executive accepts the order and enters it into AppleOne's internal Office Automation database. The Account Executive will then respond to you within 30 minutes to confirm that they received the order as well as provide a status update. Further information may be requested at this stage from the contracting officer or department head at the City.

Step 3 - Job Order is Sent Out

Utilizing automated software, the Account Executive maps out the job order to the appropriate AppleOne and subcontractor offices to identify the best candidates (if new recruits are required).

Step 4 - Evaluation and Screening Process

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

A detailed discussion of AppleOne's evaluation process is provided in the section entitled "Evaluation and Screening Process", beginning on the following page.

Step 5 - Interview/Final Approval

The candidate is then interviewed or presented for a final approval by the City. If approved, the candidate is confirmed for a start date.

Step 6 - Orientation

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

Step 7 - Quality Control

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

Response/Turnaround Time

Your Primary Point of Contact for day-to-day management, Shana Sagasta, or an alternate point-of-contact at the West Phoenix office, will promptly respond to all standard requests, including those received by email or voice mail, within 30 minutes with a confirmation that the Job Order Request was received, as well as a progress report. After receiving an order from the City, the turnaround time to place a qualified temporary employee is typically four (4) hours. Specialty positions require a 24 to 48-hour turnaround, and ASAP orders generally can be filled within two (2) hours. AppleOne utilizes a proprietary software system called Office Automation (OA). OA allows the Account Executive to instantly identify a select group of candidates that match the job descriptions submitted by the City. This allows the AppleOne West Phoenix branch office to expedite job order requests by the City by identifying candidates instantly. AppleOne's streamlined job order process will ensure that our response time meets all of the requirements of the City.

Employee Orientation

Once an associate is identified for placement for the City, the Account Executive will assist in acclimating the associate to the City working environment by conducting a thorough

department-specific orientation and can provide the associate with an orientation brochure. The brochure will be kept on file at the branch location and shall be reviewed with each temporary associate prior to assignment. This orientation brochure covers, at a minimum, the following subjects:

- | | |
|-----------------|-------------------------|
| ⇒ Dress code | ⇒ Directions |
| ⇒ Working hours | ⇒ Supervisor name |
| ⇒ Parking | ⇒ Dates of work |
| ⇒ Phone number | ⇒ Time card preparation |

AppleOne will also include any other information that the City may determine to be important as a part of this Orientation Brochure (i.e., work policies, standard and procedures, safety requirements, etc.).

We have included a sample of our standard orientation in this section of our Proposal.

EVALUATION AND SCREENING PROCESS

AppleOne is committed to providing high-quality people to the City. AppleOne's local area Account Executives are aware of the general requirements for the job categories commonly used by the City. In addition, AppleOne's Account Executives will meet with the appropriate City personnel to ensure that they are fully knowledgeable of the City's requirements for the specific job descriptions. AppleOne's screening process will meet and exceed all of the requirements in the Scope of Services.

With the City's needs in mind, AppleOne Account Executives will conduct an in-depth interview with each applicant using behavioral-evaluation techniques. We will also evaluate each potential candidate on his or her skill strengths, experience, and career objectives. AppleOne's evaluations of each candidate are based on propriety assessment systems and carried out by highly trained staff, which has extensive experience in screening potential candidates. Using the AppleCore Assessment Series, software evaluations, and rigorous background screening, we will quickly fill the City's staffing orders with the best possible candidates. Following is a comprehensive outline of the testing/assessment and training programs that AppleOne offers to all employees.

The AppleCore Assessment Series

To enhance AppleOne's ability to find skilled, able and educated candidates for the public sector entities, AppleOne uses the AppleCore Assessment Series, a validated applicant classification system employing high-fidelity classification instruments that focus on customer service skills, aptitude and attitude assessment. The content underlying these tests was carefully studied and determined to be related to the job performance of AppleOne positions. All AppleOne tests have a proven track record of success, showing that those who take the tests have better performance on the job, significantly increasing their productivity. We already have in place assessment tests for all of the job categories that we are bidding. If needed, AppleOne's assessment series can be customized to meet the City's specific requirements for job descriptions.

For administrative, clerical and customer service positions, situational judgment exercises are used to assess personal characteristics found to be important for the job. The development of these tools was as follows:

Structured Interview Guide

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

The expertise of AppleOne's Account Executives, combined with the consistency in evaluation standards provided by the structured interview guide, will ensure that all candidates not only have the skills requirements needed for positions, but the reasoning ability and work ethic to excel in those positions. One of the many advantages in working with AppleOne is our commitment and ability to accurately screen candidates for people-skills, mental sharpness and positive work attitudes.

Software Evaluations

In addition to the AppleCore Assessment series, we extensively test candidates on their software proficiency—particularly important in today's high-tech work environment. Using the sophisticated evaluation and training system of *Prove It!*, AppleOne's branch staff ensures that candidates possess the necessary skills for exceptional performance. The *Prove It!* 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.

Standard administrative/clerical testing suites include:

- Microsoft Access
- Microsoft Access Tutorial
- Microsoft Excel - Normal User
- Microsoft Excel - Power User
- Microsoft Excel - Whole Test
- Microsoft Excel Tutorial
- Microsoft Internet Explorer 5.0
- Microsoft Internet Explorer 6.0
- Microsoft Office XP Integration
- Microsoft Office XP Integration Tutorial
- Microsoft Outlook
- Microsoft Outlook Tutorial
- Microsoft PowerPoint - Normal User
- Microsoft PowerPoint - Power User
- Microsoft PowerPoint - Whole Test
- Microsoft PowerPoint Tutorial
- Microsoft Project
- Microsoft Publisher
- Microsoft Access
- Microsoft Excel Tutorial
- Microsoft Internet Explorer
- Microsoft Word - Advanced Documents
- Microsoft Word - Advanced Documents Tutorial
- Microsoft Word - Normal User
- Microsoft Word - Power User
- Microsoft Word - Whole Test
- Microsoft Word Tutorial
- Practice Typing - General [1 Minute Hardcopy]
- Practice Typing - General [1 Minute Onscreen]
- Typing - General [1 Minute Hardcopy]
- Typing - General [1 Minute Onscreen]
- Typing - General [3 Minutes Hardcopy]
- Typing - General [3 Minutes Onscreen]
- Typing - General [5 Minutes Hardcopy]
- Typing - General [5 Minutes Onscreen]
- Microsoft Windows 95
- Microsoft Windows 98
- Microsoft Windows NT 4.0

- Microsoft Access Tutorial
- Microsoft Excel - Normal User
- Microsoft Excel - Power User
- Microsoft Excel - Whole Test
- Microsoft Windows XP
- Microsoft Word - Advanced Documents
- Microsoft Word - Advanced Documents Tutorial
- Microsoft Word - Normal User

Legal test titles include:

- Basic Litigation Knowledge
- Canadian Legal Assistant
- Canadian Paralegal Skills
- Concordance
- Corel WordPerfect 9.0 - Normal User
- Corel WordPerfect 9.0 - Power User
- Corel WordPerfect 9.0 - Whole Test
- Court Reporting
- EEOC Compliance
- Legal Abbreviations
- Legal Assistant
- Legal Filing Skills
- Legal Spelling
- Legal Staff Skills
- Legal Vocabulary
- Microsoft Word - Normal User
- Microsoft Word 2002 - Power User
- Microsoft Word 2002 - Whole Test
- Paralegal Skills
- Practice Typing - Legal [1 Minute Hardcopy]
- Practice Typing - Legal [1 Minute Onscreen]
- Sexual Harassment
- Summation Blaze 5.21
- Typing - Legal [1 Minute Hardcopy]
- Typing - Legal [1 Minute Onscreen]
- Typing - Legal [3 Minutes Hardcopy]
- Typing - Legal [3 Minutes Onscreen]
- Typing - Legal [5 Minutes Hardcopy]
- Typing - Legal [5 Minutes Onscreen]

As new software is introduced to the workplace, all AppleOne candidates are encouraged to enhance their skills using the *Prove It!* tutorial programs. Prior to assignment, AppleOne can test contractors on over 250 applications, with customized training and evaluation programs that simulate the work to be performed at locations within the City.

AppleOne understands that clients may have specialized evaluation criteria beyond those listed. If the City of Peoria has such requirements, AppleOne will work with the City to develop temporary employee assessments that reflect those needs.

REFERENCE CHECKS

AppleOne's policy regarding reference checks is to acquire at least two (2) positive references from each employee's most recent employers.

BACKGROUND SCREENING

Prior to sending an employee to work for the City, the Account Executives, in conjunction with the appropriate City representative(s), will evaluate what pre-employment background screening will be utilized. For all of the background and screening that may be required by the City, AppleOne will use our affiliate, A-Check America, who will customize their services according to your needs. Following is a description of the services that can be provided by A-Check America:

Criminal Search

This includes a one (1) County, one (1) name, criminal record search of felony records and will include misdemeanor records when available. All information will be obtained at the courthouse

by a dedicated City researcher unless direct connection to the courthouse is established. According to the FCRA, criminal searches can reveal all criminal convictions contained in the City records.

Criminal Search (Federal)

This search includes a one (1) district, one (1) name federal criminal district record search of federal records. All information will be obtained through the Federal P.A.C.E.R. system with on-line direct connection to records and dispositions.

Civil Record Search

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

Credit Report

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

Driver's Report

This is a statewide search with all information obtained directly through the state of issuance. This search reveals the applicant's five-year driving history along with insight into a potential drug user.

Social Security Trace

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

Employment Verification

We will verify present or past employment within the last five (5) years to include position(s) held, dates of employment, salary, confirmation of specific job duties, reason for leaving, eligibility for re-hire, and overall job performance. This information will be obtained through a phone interview with either the applicant's former supervisor or personnel department.

Workers' Compensation

This search will obtain records by visiting the state's central repository or district office to determine claims filed and amount, type of injury filed, and past employers. The majority of states organize their records by filing claims alphabetically by claimant. According to the American's With Disabilities Act (ADA), Workers' Compensation information may only be obtained after a conditional job offer has been extended.

Education Verification

This search verifies Colleges/Universities attended with dates of enrollment, Major/Degrees obtained, Grade Point Average, and professional certification. An additional applies fee if transcripts are requested.

Turnaround Time

The turnaround time for background check services is instant to 48 hours, depending on the particular check.

Additional information on A-Check is available upon request.

I-9 VERIFICATION

The policy of AppleOne is to comply with all laws, including anti-discrimination and immigration laws. In compliance with the Immigration and Control Act of 1986 and the Illegal Immigration and Reform and Immigration Responsibility Act of 1996, AppleOne has:

- Examined the required documentation presented to us under oath by applicants
- We certify that, to the best of our knowledge, the applicants being referred to you are authorized to work in the United States.
- Employment eligibility forms for specific employees are available for the City's inspection.

As part of our registration process, all contractors must complete an I-9 form, which includes providing proof of identification that establishes their eligibility to work in the United States (identification is taken based upon the list of acceptable documents as determined by the INS). An AppleOne staff member then verifies this information and the I-9 forms are stored according to government guidelines as well as AppleOne's ISO 9001:2000 standards. Following is a summary of the guidelines for I-9 verification:

- The Account Executive must inspect all documents to make sure they are valid and authentic.
- As per the government standards, AppleOne must maintain I-9 records for a minimum of three (3) years after the date of hire as well as at least 1 year after the date of termination.
- All forms of identification used for I-9 verification must be originals, copies are not allowed (exception: an employee may present a certified copy of a birth certificate).
- Temporary employee is provided with the I-9 form (current revision from the Department of Homeland Security is dated 5/31/05).

E-Verify Program

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

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

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

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

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

After 90 days, if the situation has not been resolved, the employee will be removed from assignment.

TRIPLE CHECK SYSTEM

The AppleOne Triple Check System takes a proactive approach to ensuring that the performance of contractor employees meet and exceed the City's requirements and expectations. The Triple Check System consists of the following:

- 1) An AppleOne Account Executive will make an arrival time telephone call to the City person who placed the request to the contract within thirty (30) minutes of the scheduled arrival time of the employee. He/She also will make a quality control call to the City person who placed the request on the first day of each new assignment to confirm AppleOne's employee(s) is performing up to your expectations.
- 2) The Account Executive will continue to check weekly (or more frequently, if necessary) with the City to ascertain the quality of the employee's performance.
- 3) After the assignment is complete, we will check to evaluate the overall quality of the associate's performance and productivity, including the distribution of a performance evaluation form to the appropriate City personnel. AppleOne retains only those associates who meet or exceed our high performance standards.

Using the Triple Check System, we will monitor all aspects of a contractor's performance, including, but not limited to:

- Attendance
- Punctuality
- Proficiency in Required Skills
- Ability to Adapt to the Work Environment
- Ability to Follow Instructions
- Ability to Solve Problems
- Ability to follow established policies and procedures
- Verbal Communication Skills
- Written Communication Skills
- Quality of Work
- Productivity
- Dress Attire
- Ability to maintain effective working relationships

By using the Triple Check System, we will ensure that the AppleOne employees meet and exceed all of the requirements of the City. Poor workplace performance is handled through a process of progressive discipline. Employees are coached and counseled on their performance on a continual basis. Additional training or instruction is provided when appropriate. Failure to meet or exceed AppleOne standards results in the employee's termination for non-performance. This information is noted in AppleOne's internal tracking system, which has a "no recall" function that is activated when necessary. AppleOne's Account Executives are empowered to make judgment calls regarding employee performance, enabling us to replace an unsatisfactory employee immediately.

TEMPORARY EMPLOYEE GUARANTEE

As required by the City, should any candidate not live up to the City's expectations, AppleOne will replace that candidate free of charge, and the City will not be charged for up to 16 hours of service for temporary candidates.

2. TEMPORARY EMPLOYEE TIME SHEET

As required by the City, a sample copy of AppleOne's temporary employee time sheet is attached in this Proposal section.

TIME SHEET POLICIES AND PROCEDURES

Employees maintain daily records of their hours and minutes worked on their time sheets. At the end of the week or the assignment (whichever occurs first), these timecards are submitted to the client hiring manager for approval.

AppleOne's deadline for employees to return their timecards is noon on Mondays. Our employees may pick up their checks beginning Friday morning, or we can mail them if requested. Direct deposit is also available. In addition, delivery of checks to a client site is offered for larger clients.

Fraud Prevention

AppleOne follows standard invoicing procedures to detect, prevent and resolve time sheet/invoicing fraud. We verify all time sheets and match signatures with City personnel before processing. AppleOne also contacts the City when a time sheet contains suspicious information, and runs Exception Reports to track duplicate time cards. A crucial component of preventing fraud is notification of assignment completion or termination. Once the City notifies AppleOne

of a completed or terminated assignment, it is entered into our system, rendering the processing of timecards impossible.

If fraud is detected, AppleOne will absorb the full cost at no charge or disruption of service to the City.

WEB-BASED TIME CAPTURE

As an additional option to the City, AppleOne can offer our Web-Based Time Capture. Easy to use and configured to City needs and requirements, Web-Based Time Capture offers an ideal solution for public sector entities that encompass a wide geographic area. The system performs four critical processes: Time Capture, Time Approval, Time Processing and Management Reporting.

Convenience

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

A Secure Solution

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

TEMPORARY EMPLOYEE ORIENTATION BROCHURE (SAMPLE)

APPLEONE & YOU



AppleOne believes that by offering a variety of employee benefits, we are able to develop and maintain a stronger relationship with our Temporary associates. Ask your AppleOne representative how you can take advantage of the following AppleOne benefits:

- *Medical, Dental, and Vision Coverage*
- *401(k) Plan*
- *Continuing Education Programs*
- *Computer Tutorials*
- *Bonuses*
- *Credit Union Membership*

YOUR APPLEONE SUPERVISOR

APPLEONE DEDICATED ACCOUNT EXECUTIVE

PHONE NUMBER

OFFICE HOURS

APPLEONE'S GOLDEN RULES

KEYS TO YOUR SUCCESS

at ABC Company

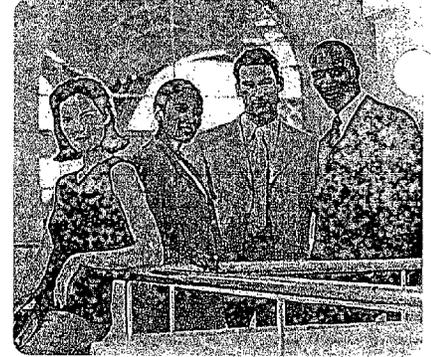
- Limit personal phone calls to genuine emergencies while on assignment.
- Be punctual. No client will complain if you are early.
- Wear clothes appropriate to the position and always look your best.
- Proofread your work and check your figures. It is always better to find your own mistakes.
- If you are unsure of any aspect of your assignment, ask.
- Take pride in your work.
- Finish your assignment.

appleone

Where Great People and
Great Companies Meet.®

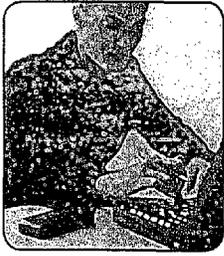
appleone

in partnership with



ABC COMPANY

ABOUT ABC COMPANY



Founded in 1964, and built on a policy of helping quality individuals achieve goals, ABC Company has grown to become the single largest privately owned service in North America.

Offering full-service assistance and numerous special benefits, ABC Company can help with everything from temporary to long term projects. With over 200 offices located throughout the United States and Canada, you'll always find an ABC Company close to the places where you live and work! If you are moving to a new location, chances are there's already an ABC Company in place, ready to serve you.

ABC Company is more than just a job. It's a place where you can find the flexibility to pursue your interests while building a career! We can help you open the door to new and exciting opportunities. ABC Company is committed to you.



We are here to assist you throughout your interviews, your new job, and to listen to your thoughts and needs when you're ready to make a change. We are always available to answer your questions, and no matter what your goals, we look

GETTING TO WORK

DIRECTIONS

From the North Side:

Take the 405 freeway south and exit Vermont. Turn left and then right on Vermont going south. Turn right on Knox Street. Turn left into the first driveway past Magellan.

From South Side:

Take the 405 freeway north and exit Normandie. Turn left on Normandie and then turn left again on 190th street. Turn right on Pacific Gateway. Turn left on Knox street. Turn right into the third driveway on the right.



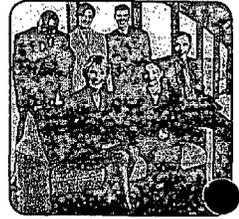
PARKING

Please park in designated areas only. Do not park in spaces marked "Visitor" or "Reserved." Violators will be cited.

BE PREPARED

DRESS CODE

The dress code at ABC Company is business casual. Khakis and a white shirt will work well on an average work day. For the interview, a business suit will be the most suitable.



WORK HOURS

Work hours vary depending on your position. Please consult with your AppleOne Account Executive regarding your specific hours.

PAYCHECKS

Paychecks are available at your registered AppleOne office on Fridays from 7:30 a.m. to 5:30 p.m. Paychecks not picked up will be mailed to the address on file unless other arrangements are made.

APPLEONE & YOU

You have been selected to join the AppleOne team because of your enthusiasm, professionalism, and caliber of work. As an AppleOne associate, you are expected to maintain the highest standard of professionalism.

If you have any questions regarding your assignment at ABC Company, please contact your AppleOne Supervisor.

appleone

APPLEONE TIME SHEET (SAMPLE)

appleone Time Sheet

CORPORATE COPY



BX 80441 2

Company Name: _____ Client Verification _____

Total Hours Worked (In Numbers): _____ Total Hours Worked (In Words): _____

The undersigned is an authorized representative of the above company and certifies that the employee worked the hours indicated with services performed satisfactorily. The undersigned has read and agrees to the Conditions of Service on both sides of this form except where a condition is superseded by a contractual agreement.

Client Name and Title (Please Print): _____

Client Signature: _____

Week Ending Saturday						Assignment Completed	Yes* <input type="radio"/>	No <input type="radio"/>
	Month	Day	Year	*If yes, call your office.				

Employee Name (Print): _____

COMPLETE IN ALL BOXES IN BLACK PEN ONLY

Social Security Number: _____

I certify that these hours and dates are correct and have been approved by the client. I further certify that I suffered no injuries during this work period. I understand that when this assignment ends, I remain available for reassignment as an employee of the Company and it is my responsibility to contact the Company for reassignment. I agree that as an hourly employee, I will be paid for my services on the Friday of the week following the week covered by this timecard even if my assignment ends prior to that date, unless (1) the Company notifies me that I am not available for reassignment and I have been discharged, or (2) I notify the Company that I have resigned and do not wish to be reassigned, in which event I will be paid within the time periods specified by applicable law of the state of my employment. If such law requires payment in advance of the next scheduled pay date, I agree for a period of six (6) months after completion of my current assignment with the client identified on this time card, that I will immediately notify the Company if I provide my services to this client as an employee or contractor or as an employee of any other temporary or outsourcing service. I CONFIRM I WAS ALLOWED TO AND DID TAKE MEAL/REST BREAKS IN ACCORDANCE TO THE LAW IN THE STATE OF MY EMPLOYMENT. (IF DENIED ANY APPLICABLE MEAL/REST BREAK, CONTACT (800) 270-9120 IMMEDIATELY TO REPORT VIOLATION.)

	Start Time		Finish Time		Lose Lunch		Total Reg.		Total O.T.		Total Double		O.T. Approval
	Hours	Min.	Hours	Min.	Hours	Min.	Hours	Min.	Hours	Min.	Hours	Min.	
Sun													
Mon													
Tues													
Wed													
Thur													
Fri													
Sat													

DRAW LINE THRU
DAYS AND OVERTIME
NOT WORKED.
PRINT FIRMLY
AND LEGIBLY

Total Hours & Minutes Worked This Week _____

Office Use Only: Hours & Minutes Converted to Nearest Minute ➔

Corporate Use Only: _____

Employee Signature _____ Date _____

Dept. / Cost Center _____ Project _____

Supervisor Name _____ Supervisor Phone# _____

Box 1 _____ Box 2 _____

Office Use Only: Total Hours: _____

City & State where services were performed: _____ City & State of residence: _____

487 (8/07)

Remove the client and employee copies before mailing.

CONDITIONS OF SERVICE

Client agrees to the following conditions of service:

1. CLIENT will not entrust AppleOne COMPANY employees with the care, custody, or control of premises, custody or control of cash, negotiable, valuables or similar property, if computer work is involved, employees are not to be permitted or any confidential access codes, or be permitted unsupervised access to confidential information, unless authorized in writing by COMPANY. COMPANY shall incur no liability as a consequence of CLIENT having entrusted cash, negotiable securities or other items of value to any employee of COMPANY, except where CLIENT is acted with the prior written consent of COMPANY. CLIENT understands that criminal and drug screening services are available for an additional fee and must be agreed to in writing by both CLIENT and COMPANY. CLIENT or CLIENT's employees shall not pay COMPANY employees directly or advance any funds to them.
2. COMPANY employees are not permitted to operate machinery or drive any motorized vehicle (including their personal vehicle) while working for CLIENT. These restrictions may be waived only if a waiver is obtained in writing from a COMPANY officer. COMPANY employees are not supervised by COMPANY, they are subject at all times to CLIENT's direct and indirect supervision. CLIENT agrees to defend, indemnify and hold harmless COMPANY from any claims for bodily injury, including death, or property damage arising out of the use or operation of CLIENT's owned, non-owned or leased vehicles, machinery or equipment by COMPANY employees.
3. CLIENT agrees to comply with state and federal civil rights laws and other employment-related laws including meal/rest/break periods, per wage and hour laws and indemnify COMPANY from any claims as a result of any violation of such laws resulting from CLIENT'S conduct.
4. CLIENT agrees to comply with all laws and ordinances relating to work site health and safety and agrees to provide employees for COMPANY a safe and healthful workplace. CLIENT agrees that it shall have in place at all times an ongoing safety program in compliance with all laws and ordinances related to employee safety. CLIENT agrees to indemnify, defend and hold harmless COMPANY for claims, damages or penalties arising out of or violations of the Occupational Safety and Health Act of 1970 or any similar state law with respect to workplaces owned, leased or supervised by CLIENT and to which COMPANY employees are assigned.

5. CLIENT understands COMPANY's employees are assigned to CLIENT to render temporary service and absent agreement to the contrary, are not assigned to become employed by CLIENT. CLIENT acknowledges the considerable expense incurred by COMPANY to advertise, recruit, evaluate, train and quality control its employees. Accordingly, CLIENT will not, without the written consent of COMPANY's management, hire a COMPANY employee, interfere with the employment relationship between COMPANY and its employees, or directly or indirectly cause a COMPANY employee to transfer to another temporary help service. The COMPANY employee has been referred to CLIENT on a temporary basis while seeking direct hire employment through COMPANY. If CLIENT (either directly or indirectly, such as through any company within CLIENT's control) solicits or offers employment to and/or hires this person as an employee or consultant or utilizes this person's services through another temporary or outsourcing service within six (6) months after termination of this person's temporary assignment with COMPANY, CLIENT agrees to pay COMPANY its fee in accordance with the COMPANY's direct hire placement division standard fee schedule stipulated at 1% per \$1000 of employee's annualized wage or salary up to a maximum fee of 30%. (Example: \$30,000 annual wage yields a fee of 1% x 30 on \$30,000 = \$9,000). CLIENT will not reassign or relocate a COMPANY employee without prior written approval of COMPANY. CLIENT agrees to assume all liability for any third party claim arising after any reassignment/relocation without prior approval of COMPANY.
6. This Agreement shall be governed by the laws of the State of California. Any legal matters concerning this Agreement or the CLIENT or COMPANY's rights or obligations pursuant hereto shall be instituted at the Los Angeles County Superior Court or any other location at the discretion of the COMPANY. CLIENT waives any rights it may have to a change of venue. In the event that any party commences any legal or equitable action or other proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which the party may be entitled.
7. CLIENT agrees to NET UPON RECEIPT, in absence of a written agreement to the contrary, and understands that unpaid accounts will be considered in default after thirty (30) days after the invoice due date. Thereafter, a default charge will be imposed at 1% per month on any unpaid balance (APR of 18%). CLIENT agrees to pay default charge and attorney's fees for cost of collection.

B. EXPERIENCE

1. LOCATION OF OFFICE PERFORMING SERVICES

AppleOne's West Phoenix branch office, located at 9971 West Camelback Road, Suite 119, Phoenix, AZ, will be the managing office for this contract. The normal hours for AppleOne's West Phoenix branch office are from 8:00 AM to 5:00 PM, Monday through Friday. However, an AppleOne Account Executive will be available to the City twenty-four (24) hours a day, via pager. In the event that the City needs immediate assistance outside of the normal hours of operation, you may call the AppleOne office at (623) 772-5728 and you will be directed through a cell phone/paging prompt that will contact the Government Solutions representative.

The West Phoenix branch was founded in December of 2005 and is highly experienced in supporting clients with needs similar to those of the City. Current temporary staffing clients include State of Arizona, BlueCross BlueShield of Arizona, and Land America.

2. HISTORY OF FIRM

Founded in 1964 by its President, Bernard Howroyd, AppleOne Employment Services has grown from a single-desk staffing agency to become the largest privately held employment service in the nation, with more than four decades of experience from which to draw. Over the last forty-four (44) years, AppleOne has provided the best in temporary staffing, and is currently supporting over 250 government entities at the Local, State and Federal levels. AppleOne wholeheartedly supports the City of Peoria's mission to provide high quality Temporary Employment Services, and we welcome the opportunity to develop a solid and long-term relationship with the City.

AppleOne has a substantial history of partnering with public sector clients and collaborating to continually evaluate and develop new, innovative, and creative ways to continue improving the level of service that they offer to clients – as well as improve their bottom line. We know that having the best in temporary personnel is integral to the success of the City. AppleOne's precise, comprehensive methods for providing staffing services to the City will ensure that you obtain the maximum projected value for each dollar of expenditure.

While most major corporations expand through mergers and acquisitions, AppleOne is firmly committed to furthering expansion through reinvestment in its national network of branch locations. Since 1995, the AppleOne branch network has grown from 81 locations, mainly in the Western United States, to over 400 locations throughout North America. This growth has been accomplished by remaining conservative and virtually debt-free, which eliminates any distraction from AppleOne's main goal of providing clients with unsurpassed customer service. Thus, the core philosophies of AppleOne are reflected in its daily practices.

SPECIALIZED SERVICES & DIVISIONS

Each of the 400 AppleOne points of operation offers myriad staffing services for government clients. As a full-service staffing agency, we supply temporary, temp-to-hire, and direct-hire

candidates to satisfy all human resources demands. Each division's area of expertise delivers unparalleled results for AppleOne's government clients. AppleOne is comprised of the following Specialized Services divisions that coordinate to deliver a multitude of staffing solutions:

Government Solutions Division

AppleOne developed its *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.

AppleOne Temporary and Direct-Hire Services

As AppleOne's core department, AppleOne Temporary Services handles multiple job classifications, encompassing a wide range of skills from Administrative/Clerical to Professional and Customer Service. AppleOne's 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.

AppleOne remains committed to creating "*client-for-life*" relationships. With AppleOne's multitude of effective recruitment techniques, state-of-the-art testing programs, and technological capabilities, AppleOne is able to provide quality clerical and administrative candidates to its customers. AppleOne's recruitment methods include a vast database with over 1,000,000 candidates who are ready to start assignment at a moment's notice. AppleOne's skill assessment program has been designed to test a variety of skill sets from Administrative/Clerical to Professional, increasing a client's productivity. The technological capabilities of AppleOne are user-friendly and allow its clients to browse hundreds of resumes, so that they may choose the right candidate.

IT Staffing Division

From its inception, AppleOne has been providing reliable temporary staffing in a variety of professional and technical areas, and in the early 1990's AppleOne established a dedicated IT division: @tech (At-Tech). At-Tech is focused on meeting MIS and IT support service requirements for its client base, which includes both large and small business enterprises, as well as public sector entities on the Local, State and Federal levels. AppleOne provides corporate high-tech businesses and government entities with cost-effective solutions, and places high-end technical and IT candidates in areas including: Microcomputer Specialists; Telecommunications Coordinator; Network Planning Analysts; Network Services Technicians; Data Network Specialists, and Network Systems Engineers/Architects, as well as Programmer Analysts; Database Architects and Administrators, Web Developers, System Administrators, Business Objects Administrators; FileNet Specialists; IS Business Analysts; IS Project Managers; Application Developers; Helpdesk Analysts, and Technical Writers.

Finance and Accounting Staffing Division

Accounting Advantage is another dedicated division of AppleOne, and it focuses exclusively on accounting and financing staffing. Combining four decades of specialized recruitment with a vast national database of professionals ensures that Accounting Advantage delivers the best people. Through AppleOne's Accounting Advantage Division, clients gain access to a vast pool of candidates they might not otherwise have an opportunity to consider. Most professionals that AppleOne represents have come to AppleOne through referral, and retain AppleOne's services because of its reputation for delivering quality matches. Additionally, every Account Executive maintains active relationships within the Accounting and Financial communities. AppleOne's 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 a client's most difficult staffing challenge.

OVERVIEW OF SPECIAL QUALIFICATIONS

As a leader in the staffing industry, AppleOne provides many advantages to its clients, including, but not limited to: "Value-Added" employees who exceed expectations and add value to an organization; low employee turnover to minimize service disruptions, and cutting-edge technology to provide streamlined, efficient service.

"Value-Added" Employees

The expertise of AppleOne's Account Executives, combined with the consistency in evaluation standards provided by AppleOne's structured interview guide and extensive testing and training procedures, will ensure that all candidates are fully trained and qualified, have the skills requirements needed for positions, and have the reasoning ability and work ethic to excel in their positions with the City.

In addition to the specific job description requirements, AppleOne will refer candidates to the City who have:

- Ability to identify areas of improvement within work groups
- Problem-solving and troubleshooting skills
- Ability to make decisions based on loosely defined parameters
- Ability to independently move between tasks
- Self-motivation and discipline to meet deadlines
- Excellent interpersonal skills and team-oriented attitude.

One of the many advantages in working with AppleOne is AppleOne's commitment and ability to accurately screen candidates for people-skills, mental sharpness and positive work attitudes. We have an exceptional ability to recruit, train and retain temporary employees who exceed job position requirements and add value to an organization.

3. MANAGEMENT PLAN

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

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

- We have an effective and comprehensive plan for regular communication between the appropriate City representative(s) and AppleOne's corporate managers to address issues before they become problems.
- We have developed a professional support network for AppleOne's personnel to utilize that will assist in providing solutions to situations that may be unique or require additional areas of expertise. This will provide "value-added support" to the City.
- We ensure timely and accurate reporting of invoiced services.
- We provide a corporate support system that ensures that all of AppleOne's on-site personnel can focus entirely on the City's mission.

AppleOne offers a responsive, comprehensive and efficient methodology to meet all the City's needs. We will conduct regular meetings with appropriate City representative(s) and will emphasize careful and frequent planning and feedback, periodic corporate and quality reviews and regular project meetings. The AppleOne management methodology ensures in-depth coverage and responsiveness to all of the City's requirements. AppleOne's 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.

AppleOne's corporate philosophy extends to all levels of the company. Corporate and project personnel are committed to providing customer-oriented support and operations to assure performance of all contract requirements. AppleOne works with its clients to avoid temporary, passable, or second-best solutions, and strives instead for long-term, consistent quality service.

POINTS OF CONTACT: DAY-TO-DAY MANAGEMENT

Shana Sagasta, Branch Manager and Primary Point of Contact for Day-to-Day Management

Shana Sagasta is Branch Manager of the West Phoenix branch, which consists of seven primary team members. Ms. Sagasta has been with AppleOne for nearly two years, and has extensive experience in both the public and private sectors. Ms. Sagasta has been in the staffing business for over seven years as a recruiter, outside sales, regional sales manager, branch manager, and national account sales associate 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. Sagasta will gather all necessary information to enable the local offices to recruit, screen, evaluate, and qualify candidates who possess the tangible and intangible skills required to be productive at the City.

Ms. Sagasta will be directly supported by the alternate point of contact for this contract, Mary Kundert, as well as the area branch staff, and AppleOne's dedicated Government Solutions Division.

Mary Kundert - Alternate Point of Contact for Day-to-Day Management

Mary Kundert, alternate point of contact for day-to-day management of this contract, has extensive experience in providing temporary personnel services for both private and public sector clients, and has been with AppleOne for two years. Ms. Kundert has a great deal of ingenuity in the professional recruitment and placement arena, and also has project management expertise, which has greatly contributed to AppleOne's success in the state of Arizona.

Ms. Kundert will be the first level of escalation if any service issues should arise, and will oversee the day-to-day tasks by supporting Ms. Sagasta and providing the resources necessary to ensure that the City is receiving the required services.

Support Staff Training

All of AppleOne's Account Executives receive intensive, structured and detailed training before being qualified to actively screen and train potential candidates. Each Account Executive receives four weeks of Apprenticeship Training which incorporates study, practice, training courses and weekly quizzes on staffing basics and front desk operations; interviewing and placement basics; weekly assignments and daily plans; marketing, customer service and follow-up basics, and enhanced training with goal setting – all of which culminates in a final NEST (New Employee Success Training) evaluation. Account Executives are continually updated on such duties and processes as Advanced Skill Marketing and Client Relations, and are encouraged to maintain a solid line of communication, suggest improvements, etc., to their Branch, Regional and/or Area Managers.

POINTS OF CONTACT: CONTRACTUAL ISSUES

Kenneth Landau - Director of Government Solutions

Mr. Landau is AppleOne's Director of Government Solutions, 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. 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.

Kevin R. Knopf – Senior Project Manager, Government Solutions Division

Mr. Knopf is Senior Project Manager for AppleOne's Government Solutions Division, a specialist in government procurement and staffing. He has extensive experience in the public sector, through which he has gained a thorough understanding of all government programs as well as the legislative, regulatory, administrative and political processes that affect these programs. He has provided oversight for numerous major contracts with public sector clients.

Mr. Knopf will act as an alternate point-of-contact and assist Mr. Landau with project management and contractual issues. Mr. Knopf is supported directly by AppleOne's Legal, Risk Management and Government Solutions Departments.

C. COST

AppleOne's proposed pricing is presented on the attached Price Sheet.



PRICE SHEET

Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P08-0057

Company Name: AppleOne Employment Services

Item	Description of material and/or services		Unit	Unit Price	
1.	Paralegal		HR	\$ <u>28.16</u>	
2.	Legal Secretary/Legal Assistant		HR	\$ <u>20.16</u>	
3.	Legal Specialist		HR	\$ <u>18.24</u>	
<p>List any other costs and or discounts that may apply</p> <p>The included bill rates represent AppleOne's most advantageous pricing to the City. No additional costs apply.</p>					

D. REFERENCES

AppleOne's completed reference form is attached in this Proposal section.



REFERENCES

Solicitation Number: P08-0057

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) references whom the Materials Management Division may contact:

1. Company: State of Arizona, Department of Revenue
Contact: Kimberly Herrera
Address: 1600 W. Monroe Street
Phoenix, AZ 85037
Phone: (602) 716-6778

2. Company: BlueCross BlueShield of Arizona
Contact: Susan Thomas
Address: 8220 N. 23rd Ave.
Phoenix, AZ 85021
Phone: (602) 864-5453

3. Company: Wage Works, Inc.
Contact: Rita Bennett
Address: 1050 W. Washington, Suite 101
Tempe, AZ 85281
Phone: (602) 680-4071

BUSINESS LICENSE



Confidentiality Policy Statement

Solicitation Number: P08-0057

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118



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

(Please refer to the note below)

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.

NOTE: The City of Phoenix, AZ, which is the location of AppleOne's proposed primary service location for the City of Peoria, does not require business licenses for service providers. Enclosed please find a copy of our current Arizona Secretary of State authorization to transact business in the state.

05/05/2008

Arizona Corporation Commission
State of Arizona Public Access System

4:28 PM

Jump To...

[Annual Reports](#) [Scanned Documents](#)

Corporate Inquiry

File Number: F-1425928-1

[Check Corporate Status](#)

Corp. Name: HOWROYD WRIGHT EMPLOYMENT AGENCY, INC.

Domestic Address

638 N 5TH STREET
PHOENIX, AZ 85003

Foreign Address

327 WEST BROADWAY
GLENDALE, CA 91204

Statutory Agent Information

Agent Name: PARACORP INCORPORATED

Agent Mailing/Physical Address:

638 N 5TH STREET
PHOENIX, AZ 85003

Agent Status: APPOINTED 01/31/2008

Agent Last Updated: 02/27/2008

Additional Corporate Information

Corporation Type: BUSINESS

Business Type:

Incorporation Date: 01/31/2008

Corporate Life Period: PERPETUAL

Domicile: CALIFORNIA

County: MARICOPA

Approval Date: 02/11/2008

Original Publish Date: 02/25/2008

Director Information

BERNARD HOWROYD
DIRECTOR

327 W BROADWAY
GLENDALE, CA 91204

Date of Taking Office: 02/06/2008

Last Updated: 02/11/2008

Annual Reports

Next Annual Report

Due: 01/31/2009

[E-FILE An Annual Report Online << Click Here](#)

[FORMS For Annual Reports To Be Printed And Mailed << Click Here](#)

No Annual Reports on File

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Scanned Documents

(Click on gray button to view document)

Document Number	Description	Date Received
02295333	APPLICATION FOR AUTHORITY	02/06/2008
02318037	PUB OF APPL FOR AUTHORITY	02/25/2008

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- [Return to A.C.C. Corporations Division Main Page](#)
- [Return to Arizona Corporation Commission Home Page](#)



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms (if any) provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer sheet.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the purchasing agent whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The purchasing agent may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and, if so, will not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A professional service provider submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a professional service provider (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of services within thirty (30) calendar days after receipt of 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 proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of service or correct invoice, whichever is later, to the date Buyer's 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 proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Offeror provided payment is made within the discount period.
9. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
10. **VENDOR REGISTRATION:** After the award of a contract, the successful Offeror shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
11. **AWARD OF CONTRACT:**
 - a. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - b. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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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 Professional Services Provider, (Consultant), certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Consultant 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 Consultant may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Consultant, 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 Consultant or any agent or representative of the Consultant, 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 Consultant 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, Consultant 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 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.

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 Consultant 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 Consultant 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 Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.



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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 Consultant.
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 venturer, 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 Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant 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. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Consultant without prior written permission of the City and no delegation of any duty of Consultant shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant 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 Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant'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 Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant'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 Consultant 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.



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15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, error or omissions.

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 Consultant 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. Last minute failure of office equipment is not force majeure.
- 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 Consultant as related to any contract held with the City.



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20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. 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 service shall not pass to the City until the City actually receives the 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:** Consultant 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. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
27. **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 Consultant or any other person except with the prior written permission of the City.
28. **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.
29. **COST OF 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.
30. **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.



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31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.
32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
33. **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.
34. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.



SPECIFICATIONS

Solicitation Number: P08-0057

Materials Management Procurement

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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 Legal Positions**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. 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 Consultant.
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 upon award and shall remain in effect for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendments, 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.
9. **Proposal Format:** Specific proposal content requirements are listed in Section III, Page 23.
10. **Interview Guidelines:** During any requested interview, which would 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 15 minutes, allowing 45 minutes for a question and answer session. The Firm's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Firm. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.
11. **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. Project Understanding and Project Approach
 - b. Firm/Staff's Capabilities and Assignments
 - c. Cost Proposal
 - d. Past Performance/References
 - e. Conformation to Request for Proposal
12. **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.
13. **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



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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.

14. **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.
15. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance of the contract. The Consultant shall provide and maintain an inspection system which is acceptable to the City.
16. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.
17. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
18. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
19. **Payments:** The City shall pay the Consultant monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
20. **Insurance Requirements:** The Consultant, at Consultant'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 Consultant'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 Consultant'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 Consultant shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.



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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/or endorsements. The City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant'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.

21. Required Insurance Coverage:

a. Commercial General Liability

Consultant 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 00011093 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.

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 20101093, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Contract the Consultant subletting any part of the work, services or operations awarded to the Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Consultants Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Consultant'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 Consultant's Commercial General Liability insurance.

b. Automobile Liability

Consultant 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 Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

c. Workers' Compensation

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant'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 Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.



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d. Professional Liability

The Consultant retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than \$1,000,000 each claim.

22. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant'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 "Aclaims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant'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.

23. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.

24. **Independent Contractor:**

a. General

- i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, 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 Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

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 Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further,



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Consultant 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 Consultant.

25. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.
- The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - 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 Consultant 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.
26. **Confidential Information:**
- 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.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
27. **Confidentiality of Records:** The Consultant 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. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract. These provisions shall not restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.
28. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded service that cites the correct contract number is the only document required for the department to order and the Consultant to deliver the service.

Any attempt to represent any service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria 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 Consultant.



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29. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

30. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:

- a. The Consultant provides material that does not meet the specifications of the contract;
- b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;
- c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Consultant 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-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;
- 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 Consultant by:
 - i. Deduction from an unpaid balance;
 - ii. Or any other remedies as provided by law.

31. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>

Section I - Description

The City of Peoria is interested in contracting for Temporary Employment services for Paralegal, Legal Secretary/Legal Assistant, and Legal Specialist positions on a temporary as-needed basis.



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Section II – General Requirements

The Contractor will need to be capable of supplying one or more positions listed in the attached job descriptions.

The Contractor shall assure that the individual being referred has, at a minimum, the qualifications for the required assignment and is able to perform the duties required by the City.

The Contractor shall supply qualified professional personnel on short notice, within 24 hours of request, and the Contractor shall provide information to explain under what circumstances the Contractor may supply qualified professional personnel the same day requested. All work shall be performed strictly on a contract basis throughout the term of the contract.

The Contractor shall perform no less than two (2) reference checks on any employee assigned to work at the City of Peoria. Provide information to explain the process for providing criminal background checks on personnel, if applicable.

The temporary employee shall report to work on Monday through Friday, from 8:00 a.m. to 5:00 p.m., with one (1) hour for lunch, unless otherwise instructed.

The temporary employee will be required to sign a Confidentiality Policy Statement (Attachment A).

The location of work shall be the City of Peoria, 8401 W. Monroe Street, Peoria, Arizona, 85345.

The Contractor's employees will be supervised by the City. The City shall have direct control over the daily activities of the Contractor's employees and in the event any such employee shall fail to adhere to the City's directions or security regulations, or demonstrate that they are not qualified to perform the duties required, the City shall notify the Contractor who shall not exceed 16 normal working hours (two working days) to replace such employee at no cost to the City.

Work policies, standards and procedures established by the City shall be followed at all times. The Contractor and employees shall conform in all respects with regard to physical, fire, and security regulations while on the premises of the City.

Conversion Fee: There will be no Conversion Fee of any type during the term of the contract. The City of Peoria will not pay a Conversion Fee if a temporary employee supplied by the employment agency is hired by the City of Peoria at anytime during the contract or after the contract has expired.

PARALEGAL JOB DESCRIPTION

GENERAL PURPOSE



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Under supervision, provides paraprofessional legal assistance to one or more attorneys; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Incumbents of this class perform work of substantive legal impact under the direction and technical review of an attorney. The work performed requires knowledge of legal concepts, principles, terminology and procedures and the extensive use of legal reference materials. Paralegals are distinguished from the Legal Secretary by their responsibility for conducting factual or legal research, analyzing situations and recommending an effective course of action, working with a substantially greater degree of skill and independence, communicating effectively both orally and in writing, reading and understanding statutes, court decisions and legal documents, and obtaining data through interviewing clients.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

Researches and analyzes law sources such as statutes, ordinances, court decisions, criminal pleadings, police reports, legal documents and articles for use in preparing legal documents such as briefs, pleadings, contracts, deeds, opinions, etc., for review, approval and use of an attorney. Drafts motions, memorandum of points and authorities and interrogatories; answers complaints; and answers cross claims, affidavits and declarations. Reviews legal documents and forms for completeness and conformance to specific requirements set forth in applicable legal codes. Reviews and processes requests for criminal record background information in order to determine the existence of prior convictions; obtains criminal record information and related documents and screens for legal sufficiency. Gathers and documents factual information by interviewing clients and performs routine legal research to assist an attorney in determining appropriate legal action. Summarizes, organizes and indexes prior opinions, testimony, depositions and documentary material. Organizes and indexes trial documents, prepares exhibits and assists attorneys at trial by keeping track of exhibits, testimony and documents. May have day-to-day operational responsibility for specific programs within the City Attorney's Office.

DESIRED MINIMUM QUALIFICATIONS

Knowledge of:

Criminal, state and local laws; police reports; criminal justice process; English usage, vocabulary, spelling, grammar and punctuation; cycle of violence theory.

Ability to:



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Operate a computer and utilize word processing software; establish and maintain cooperative working relationships with those encountered in the course of the work.

Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is completion of a paralegal training program approved by the American Bar Association or graduation from law school; or a bachelor's degree from an accredited four-year college or university with a major in social work or a social science-related field and one year's subsequent experience in a human services field; or an equivalent combination of training and experience.

Licenses; Certificates; Special Requirements:

Paralegal Certificate desired.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this class, employees are frequently required to sit; talk or hear, both in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. The employee may regularly be required to walk or stand and occasionally be required to lift up to 10 pounds.

Specific vision abilities required by this job include close vision, distance vision, depth perception, color vision, and the ability to adjust focus.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve complex problems; use math and mathematical reasoning; perform work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with the public. The employee may occasionally come in contact with dissatisfied or abusive individuals.

WORK ENVIRONMENT



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The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works under typical office conditions; the noise level is usually quiet.



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LEGAL SECRETARY/LEGAL ASSISTANT JOB DESCRIPTION

GENERAL PURPOSE

Under supervision, performs secretarial work of moderate difficulty involving legal, confidential work for attorneys in the City Attorney's Office; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This class can be distinguished from other secretarial classes by the knowledge of legal formats, procedures, processes and court operations.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

Prepares reports, minutes, ordinances, correspondence, legal pleadings and documents using word processing software; proofreads and corrects documents and pleadings in order to assure accuracy of records and entry of information.

Makes decisions, interprets policies and procedures, and serves as a representative of the supervisor in contact with other employees, officials and the public in order to assist in the effective operation of the City Attorney's Office programs.

Schedules meetings and maintains calendars for assigned staff, including court appearances and appointments; makes travel arrangements.

Gathers background information and materials for meetings, reports, speeches or correspondence.

Maintains complex records of program activities in order to provide accurate documentation of work performed or information that can easily be retrieved.

Creates and maintains complex filing systems with a variety of subject matter in order to provide easy access to records with limited direction or supervision.

DESIRED MINIMUM QUALIFICATIONS

Knowledge of:

Proper preparation of pleadings and briefs; legal office procedures and methods; English usage, legal vocabulary, spelling, grammar and punctuation; recordkeeping systems, law libraries and legal procedures; business letter writing and report preparation.



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Ability to:

Operate a computer and utilize word processing, spreadsheet, database, desktop publishing, graphics and presentation software to assemble documents from multiple sources; establish and maintain cooperative working relationships with those encountered in the course of the work; exercise independence and judgment in following procedures and precedents in handling confidential and legal materials.

Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is three years of legal secretarial experience; or an equivalent combination of training and experience.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this class, employees are frequently required to sit; talk or hear, both in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. The employee may regularly be required to walk or stand and occasionally be required to lift up to 10 pounds.

Specific vision abilities required by this job include close vision, distance vision, depth perception, color vision, and the ability to adjust focus.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve complex problems; use math and mathematical reasoning; perform work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions. The employee may occasionally come in contact with dissatisfied or abusive individuals.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works under typical office conditions; the noise level is usually quiet.



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LEGAL SPECIALIST JOB DESCRIPTION

GENERAL PURPOSE

To perform a variety of legal secretarial, stenographic and general clerical duties in support of the City Attorney's Office.

DISTINGUISHING CHARACTERISTICS

Employees within this class typically initially perform more routine duties under close supervision and develop to the performance of the full range of legal support duties as assigned, up to and including the employee's first two years of legal secretarial experience in civil or criminal litigation. Employees at this level receive general instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. Positions in this class provide for flexible staffing as job skills, knowledge and performance increase, and this position may provide for satisfaction of the prerequisite two years of prior legal secretarial experience in civil litigation required for the Legal Secretary (Legal Assistant) Position, in situations where the employee is satisfactorily performing the full range of journey level duties assigned to the class. This position is the entry level position in the broad band of legal support services, including positions requiring increasing responsibility such as the Legal Assistant and Paralegal positions in the Office of the City Attorney.

ESSENTIAL DUTIES AND RESPONSIBILITIES

This class specification is intended to indicate the basic nature of positions allocated to the class and examples of typical duties that may be assigned. It does not imply that all positions within the class perform all of the duties listed, nor does it necessarily list all possible duties that may be assigned.

Duties may include, but are not limited to, the following:

- Take and transcribe dictation for the drafting of a variety of correspondence and legal documents including resolutions, ordinances, legal opinions, contracts, and briefs, leases and agreements; prepare deeds, complaints, other pleadings and general correspondence from copy or rough draft.
- Act as a receptionist providing information and assistance to the public; screen telephone calls and requests for information, routing to appropriate staff member, department or agency; independently respond orally or in writing to routine requests for information; explain departmental policies and procedures.
- Maintain docket of cases filed by and against the City; notify responsible attorney of due dates for filing appropriate responses in lawsuits and trial settings.
- Compile and assemble various legal materials from files and other sources for the City Attorney's use in providing legal assistance and in the preparation of other legal documents and opinions; prepare preliminary drafts of legal forms for review and finalization by supervising attorney.



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- Perform general clerical work including filing, scheduling appointments and meetings; file and index office records, legal documents and library materials; proofread ordinances, briefs, real estate descriptions and other materials for accuracy, completeness and punctuation.
- Maintain inventory of office supplies; order stock when necessary.
- Perform other related duties as assigned.

OTHER DUTIES

- Function as lead or support timekeeper for the Office of the City Attorney.
- Coordinate scheduling and management of department resources such as vehicles, equipment and conference rooms.
- Provide secretarial and project support to claims management and department or division administration and perform other duties as assigned.

DESIRED MINIMUM QUALIFICATIONS

Knowledge of:

Office administration practices and procedures; correct English usage, including spelling, grammar and punctuation; City and department rules, policies and procedures applicable to assigned areas of work; recordkeeping and law office filing practices and procedures; basic bookkeeping practices and procedures.

Ability to:

Operate a computer and other standard office equipment; type accurately at a speed necessary to meet the requirements of the position; organize, set priorities and exercise sound independent judgment within areas of responsibility; organize and maintain office and specialized files; communicate clearly and effectively orally and in writing; understand and follow written and oral instructions; prepare clear, accurate and concise records and reports; use tact, discretion and courtesy in dealing with customers; establish and maintain effective working relationships with City managers, employees and others encountered in the course of work.

Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is one to two years of responsible secretarial experience in a legal office, or one year of responsible legal secretarial experience in civil or criminal litigation. This position requires the equivalent to the completion of the twelfth grade, or G.E.D. equivalent, supplemented by specialized legal secretarial training or an equivalent combination of training and experience. An Associate's Degree is preferred.



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PHYSICAL AND MENTAL DEMANDS

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Specific vision abilities required by this job include close vision, distance vision, depth perception, color vision, and the ability to adjust focus.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve complex problems; use math and mathematical reasoning; perform work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions. The employee may occasionally come in contact with dissatisfied or abusive individuals.

WORK ENVIRONMENT

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Section III – Proposal Content

The proposal shall include the following:

A. Project Understanding & Method of Approach

Present a proposed method of satisfying the requirements of the Scope of Work, as specified herein on a point-by-point basis. The method of approach should include a written narrative to demonstrate the firm's ability to satisfy the Scope of Work. The language of the written narrative should be straightforward and limited to facts, and solutions to problems and plans of proposed action.

1. Plan and Method of Approach to accomplish the Scope of Work
2. Include one (1) copy of time sheet (front & back), include policy and procedure of time sheet submittal.

B. Firm's/Staff's Experience and Qualifications

1. Location of office performing the services
2. Provide a brief history of the firm and its experience
3. Provide information on those individuals assigned to work with the City of Peoria including a description of their experience. Specifically, identify one dedicated manager and his/her qualifications, including but not limited to years employed with the firm, experience, and training. Include qualifications, certifications, and background checking information.

C. Cost

The Contractor shall complete Price Sheet and provide an itemized list of any applicable fees, based on hourly, weekly or monthly terms. State any discounts that might apply.

D. References

Provide three references of similar work. See form listed on Page 26.

Section IV – Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and four (4) copies and shall be delivered to:

City of Peoria/Materials Management

8314 W. Cinnabar

Peoria, AZ 85345

The proposal shall be due no later than 5:00 p.m. on May 14, 2008.

All questions regarding the proposal should be directed to Peggy Ferrin at peggy.ferrin@peoriaaz.gov



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Proposals shall be submitted in one (1) original and three (3) copies 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. The proposals should be submitted in the format as specified:

- A. Understanding of the Scope of Work: The response shall include any information that reflects on the Firm's ability to perform the required services as related to the Specifications, General Requirements section.
- B. Experience: Information specifically related to the Contractor's related experience in the field of Temporary Employment Services.
- C. Cost: The Contractor shall complete attached Price Sheet and provide an itemized list of any applicable fees, based on hourly, weekly or monthly terms. State any discounts that might apply for example, but not limited to; long term employment.
- D. References: Three (3) references from similar assignments shall be provided and must be verifiable and able to comment on the Contractor's related experience.



REFERENCES

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Please list a minimum of three (3) references whom the Materials Management Division may contact:

1. Company: _____
Contact: _____
Address: _____
Phone: _____

2. Company: _____
Contact: _____
Address: _____
Phone: _____

3. Company: _____
Contact: _____
Address: _____
Phone: _____



PRICE SHEET

**Materials Management
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Fax: (623) 773-7118

Solicitation Number: P08-0057

Company Name:

Item	Description of material and/or services		Unit	Unit Price	
1.	Paralegal		HR	\$ _____	
2.	Legal Secretary/Legal Assistant		HR	\$ _____	
3.	Legal Specialist		HR	\$ _____	
List any other costs and or discounts that may apply					



Confidentiality Policy Statement

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Office of the City Attorney
Employee/Volunteer
Confidentiality Policy Statement

Anyone employed by or volunteering in the Office of the City Attorney shall not disclose matters related to the City of Peoria, its departments or its legal practice in the presence of any unauthorized persons. Because some of the matters in the office are sufficiently interesting to tempt personnel to engage in conversation that may breach the rule of confidentiality, it is extremely important that everyone exercise extreme care in this area. The information received in the office may be the private property of the client and, aside from the embarrassment that would result from any unauthorized disclosure, there is the likelihood of creating legal liability and prejudice to the client's case.

Additionally, employees keep sensitive material in their workspaces that may be of a confidential nature, to either the City of Peoria, the Office of the City Attorney, its departments, personnel, to themselves, or their clients. To avoid any violation of that confidentiality in an employee's absence, under no circumstances should an employee's workspace be offered for use to a client, vendor, or other unauthorized person without the consent of that employee, or, in their absence, the City Attorney, Senior Deputy City Attorney or Law Office Administrator.

Some personnel must also routinely handle pay and personnel information as a result of their normal duties. This information should also be treated with the utmost sensitivity and confidentiality.

NOTE: A breach of confidentiality with respect to any client matter may be considered reason for immediate dismissal. Furthermore, some of the information contained in the criminal division's files is criminal history information. In addition to embarrassment, civil liability and/or prejudice, the improper use and/or dissemination of this information is a criminal action in violation of Federal and/or State law. See U.S.C. Title 28, Part 20; A.R.S. §41-1750 et seq.; A.R.S. §28-210.

I, the undersigned employee or volunteer in the City of Peoria, Office of the City Attorney, have read, thoroughly understand, and agree to abide by the provisions of the foregoing policy.

This _____ day of _____, 200__.

Signature



Confidentiality Policy Statement

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

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.



CONTRACT AMENDMENT

Solicitation No: P08-0057 Page 1 of 2
 Description: Temporary Employment Services for Legal Positions
 Amendment No: One (1) Date: April 16, 2009

Materials Management Procurement
 8314 W. Cinnabar Ave.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Peggy Ferrin

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 07/08/09 to 07/07/10.**
- B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
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).

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Kenneth Landau

AppleOne Employment Services

Signature

Date

Typed Name and Title

Company Name

990 Knox St.

Torrance

CA

90502

Address

City

State

Zip Code

Attested by:

Mary Jo Kief
 Mary Jo Kief, City Clerk

Stephen J. Bung
 Requested by:

Peggy Ferrin
 Recommended by:

Ellen Van Riper, Assistant City Attorney

Ellen M L
 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
4/30/09 at Peoria, Arizona.

Herman F. Koebergen
 Herman F. Koebergen, Materials Manager



CC Number

ACON38108A
 Contract Number:

Official File

City Seal

SCANNED



CONTRACT AMENDMENT

Solicitation No: P08-0057 Page 2 of 2
Description: Temporary Employment Services for Legal Positions
Amendment No: One (1) Date: April 16, 2009

**Materials Management
Procurement**
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Peggy Ferrin

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.

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.

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.

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.



CONTRACT AMENDMENT

Materials Management Procurement 9875 N 85th Ave, 2nd Fl Peoria, AZ 85345 Telephone (623) 773-7115 Fax (623) 773-7118

Solicitation No P08-0057 Page 1 of 1 Description Temporary Employment Services for Legal Positions Amendment No Two (2) Date 3/29/2010

Buyer Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/7/10.

The New Contract Term Is

Contract Term: 07/08/10 to 07/07/11

Contractor hereby acknowledges receipt and agreement A signed copy shall be filed with the City of Peoria, Materials Management Division

Signature: Kenneth Landau Date: 4/19/10 Typed Name and Title: AppleOne Employment Services Company Name: 990 Knox Street Torrance CA 90502 Address City State Zip Code

Attested by Mary Jo Waddell, City Clerk



City Seal

(Rev 02/11/10)

CC Number ACON38108B Contract Number Official File

Requested by: Stephen M. Kemp, Chief Asst City Attorney Recommended by: Lisa Houg, Contract Officer Approved as to Form: Ellen Van Riper, Assistant City Attorney The above referenced Contract Amendment is hereby Executed 2010, at Peoria, Arizona Herman F. Koebergen, Materials Manager

A CON 38108B



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No: P08-0057 Page 1 of 1
Description: Temporary Employment Services for Legal Positions
Amendment No: Three (3) Date: 5/12/2011

Buyer: Lisa Houg

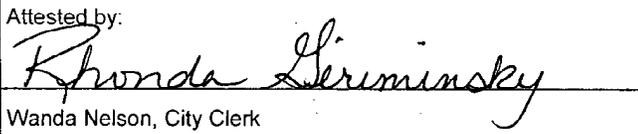
In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/7/11.

The New Contract Term is: 07/08/11 to 07/07/12

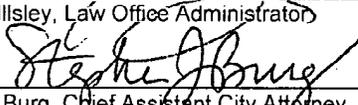
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>5/13/2011</u>	Linda Madigan, VP of Government & Operations	AppleOne Employment Services
Signature	Date	Typed Name and Title	Company Name

<u>990 Knox Street</u>	<u>Torrance</u>	<u>CA</u>	<u>90502</u>
Address	City	State	Zip Code

Attested by:

Wanda Nelson, City Clerk

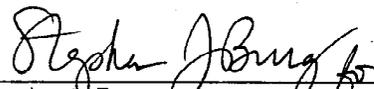

JUN 23 2011
Ellen Illsley, Law Office Administrator


Steve Burg, Chief Assistant City Attorney



CC Number
ACON38108C
Contract Number:

Official File


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
July 12, 2011, at Peoria, Arizona.


Materials Manager

City Seal
(Rev 02/11/10)

SCANNED

A CON 38108C



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P08-0057 Page 1 of 1
Description: Temporary Employment Services for Legal Positions
Amendment No: Four (4) Date: 4/16/2012

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/7/12.

LAST YEAR OF CONTRACT

The New Contract Term is:

Contract Term: 07/08/12 to 07/07/13

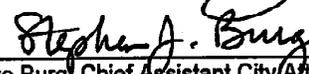
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>5/10/12</u>	Linda Madigan, VP of Government & Operations	AppleOne Employment Services
Signature	Date	Typed Name and Title	Company Name
<u>1999 W. 190th St</u>		<u>Torrance</u>	<u>CA</u>
<u>990 Knox Street</u>		City	State
Address			<u>905024</u>
			Zip Code

Attested by:


Wanda Nelson, City Clerk


Ellen Illsley, Law Office Administrator


Steve Burg, Chief Assistant City Attorney



CC Number

ACON38108D

Contract Number:

Official File


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
May 31, 2012, at Peoria, Arizona.


Dan Zenko, Materials Management Supervisor

City Seal
(Rev 02/11/10)