

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

APPLEONE, INC.

Temporary Agency Employee Services (RFP No. 2277)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and APPLEONE, INC., a California corporation (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Temporary Agency Employee Services (RFP No. 2277) (“Project”).

2. **Term.** This Agreement shall be effective from July 1, 2024, through June 30, 2027, but may be extended for two (2) additional two (2)-year terms, not to exceed seven (7) years, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement in accordance with the terms set forth in Exhibit “B,” payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Human Resources Department
City of Riverside
Attn: Maggie Tanner
3900 Main Street
Riverside, CA 92522

To Consultant

AppleOne, Inc.
Attn: Rick H. Hagman
Vice President Operations
16371 Beach Blvd., Suite 240
Huntington Beach, CA 92647

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the

wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of,

pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability.

Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation, against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense

but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the

termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

APPLEONE, INC.,
a California corporation

By: _____
City Manager

By: Brett Howroyd
Print Name: BRETT HOWROYD
Title: PRESIDENT
(Signature of Board Chair, President, or
Vice President)

Attest: _____
City Clerk

and

Thai Ngo
By: _____
Print Name: Thai Ngo
Title: CFO
(Signature of Secretary, Assistant Secretary,
CFO, Treasurer, or Assistant Treasurer)

Certified as to Availability of Funds:

By: Kish
for Chief Financial Officer

Approved as to Form:

By: [Signature]
Senior Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

b. Statement of Understanding and Approach

This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.

EVIDENCE OF UNDERSTANDING

AppleOne understands that the City is seeking a qualified entities to provide Temporary Agency Employee Services to various City Departments. As a current vendor, we understand the City's volume and urgency of required services, which should be provided by an agency that will respond in a prompt and reliable manner. AppleOne will continue to be a strategic human capital partner with the City. As a current vendor, we understand the organization and culture; therefore, our ability to "hit the ground running" is distinct. Given our core capabilities in human capital management, we understand the City's human capital challenges and needs. AppleOne puts those challenges and needs at the forefront of our support in planning, strategy and execution.

As evidence of our understanding of the Scope of Services, AppleOne provides the City with the following:

- A proven track record with similar work completed for other government and public sector entities across a diverse range of job classifications.
- Flexibility in the provision of urgent requests due to planned or unplanned absences in order to mitigate workflow interruptions.
- Direct experience and expertise in expeditiously sourcing, screening, and providing top quality candidates.
- Capable, knowledgeable staff and a proven organizational structure aligned with project/program activities. We pride ourselves on being an honest broker for our customers – AppleOne puts the City's needs first.
- Proficiency with building and implementing oversight programs and processes.
- A management approach including experienced staff and customized reporting.
- Strict compliance with and implementation of regulations regarding work authorization in accordance with applicable State and federal laws, rules and regulations.

AppleOne's highly regarded five-decade track record and strong knowledge base will be brought to the City program. AppleOne possesses the business acumen to work with various internal and external team members engaged in complex initiatives. We bring a wealth of experience for providing oversight programs for complex recruitment solutions to governmental, commercial, educational, and non-profit entities, and have done so for over 50 years. AppleOne understands the purpose of the City's solicitation and is ready to provide, day one, the City with augmentation of temporary staff to handle unique and immediate City needs. AppleOne has hundreds of professional and technical staff within the surrounding areas of the City and thousands of employees nationwide, available to meet immediate needs.

MANAGEMENT APPROACH OVERVIEW

AppleOne's approach to providing services to the City is comprehensive, and based upon our decades of experience of public sector service. Our service plan includes the following key components.

Contract Management

AppleOne offers proven processes and procedures that have been used effectively to provide highest quality, professional staffing services for its public sector client base. Our account management approach

incorporates implementation, transitioning of current temporary employees and/or on-site support as needed.

Key Personnel

AppleOne will service the contract with the City through AppleOne's San Bernardino branch. The proposed account management team will be headed by AppleOne Project Manager **Ms. Maricela Caro**, who will serve as Primary Account Representative. Ms. Caro will be directly assisted by **Ms. Gladys Romo**, who will serve as Assistant Account Representative. AppleOne's Government Solutions Division, which is already providing similar support to numerous public sector entities, will coordinate services with the San Bernardino-based team. This division is headed by Dr. Milton J. Perkins, Vice President of Government Solutions, who will serve as the contractual point of contact for the City.

24-Hour Account Support

AppleOne understands that the City's needs can arise at any time of the day or night. Ms. Caro and Ms. Romo are available to the City 24 hours a day, seven days a week, by calling either the branch during our normal business hours of 7:30 AM to 5:30 PM, Monday through Friday, or via cell phone.

Candidate Sourcing and Assessment

One of the reasons for AppleOne's continued success in quickly supplying high-quality staff is our recruiting and matching processes. If requested, AppleOne employs management practices designed to quickly recruit and hire skilled professionals for any position, which is critical to our business success.

Job Order Fulfillment

The job order filling procedures at AppleOne are based on our in-depth knowledge of the needs of Government entities and dedication to gaining and maintaining an understanding of your unique staffing needs. In addition, AppleOne can customize our recruitment and matching processes according to projected staffing requirements in order to further ensure that qualified candidates are available.

Pre-Employment Screening

Prior to sending an employee to work for the City, the AppleOne Account Management Team, in conjunction with the appropriate City representative(s), will evaluate what pre-employment background screening will be utilized. AppleOne assures the City that our screening services will meet the most rigorous requirements.

Quality Control

To ensure that our performance meets the City's requirements, AppleOne will use the processes established in our proven Quality Control Program. The overall purpose of AppleOne's Quality Control Program is to guarantee that AppleOne provides its clients, such as the City, with the level of service they expect from a leader in the employment services industry.

Billing and Invoicing

AppleOne will process all time sheets and paychecks and provide the City with accurate, concise and timely invoices. If the City requires changes to the invoicing process during the term of the contract, AppleOne will work with the appropriate City representative(s) to modify its invoice process and ensure that AppleOne remains fully compatible with the invoice processing requirements of the City. This includes the related invoicing and management reports as required by the City.

Our service plan is tailored to ensure that AppleOne meets the City's service requirements.

CANDIDATE SOURCING

Our approach to achieving success for the City will be personal and informative, effectively positioning your company to make meaningful connections with leading associates excited to become a part of your team. In addition to recruitment and talent acquisition services, AppleOne can assist in:

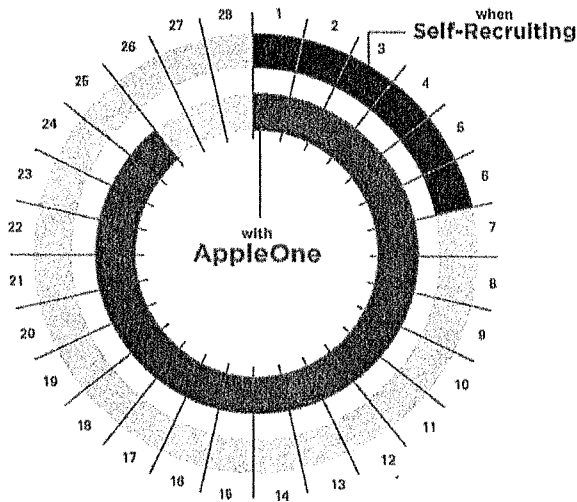
- Brand strategy and awareness
- Re-alignment of process work streams to simplify how talent is engaged by your company
- Optimizing all sources of talent
- Designing recruitment plans that align with the City diversity and inclusion plans
- Thought leadership and consulting on emerging industry trends, as well as pending legislation and regulations that may impact how the City engages direct and contractor associates, regardless of job title or associate classification

Several distinguishing factors set AppleOne apart from the competition:

- Our People. Talent agents with specializations in temporary staffing
- Client and associate relationship management aligned to our real connections delivery system
- Strategic mix of talent ecosystems: Contingent, SOW, Full-Time Placement, and Referred Talent
- Talent ETL technology to build and curate a client-specific talent community
- Woman- and minority-owned enterprise, with certification

AppleOne is an ideal recruiting and workforce management partner for the City. Our proposed solution will include:

- Up Hire service pledge is the oath that makes the greatest impact in the business of clients and the lives of our temporary associates. Up Hire defines the experience that all receive from AppleOne:
 - + **Understanding Matters**
 - + **People Matter**
 - + **Honesty Matters**
 - + **Innovation Matters**
 - + **Relationship Matter**
 - + **Everything Matters**
- Advanced sourcing and associate engagement strategies for temporary professionals, tailored to your brand and messaging: “get to know us” videos and messaging from the City hiring managers and supervisors, interviews from in-person to Skype and text, forums and blog outreach, social networking, and interaction via AppleOne’s real connections community
- Tracking for open requisitions to promote visibility into spend data, fill rates, submittals, turnover, and more to identify and adjust for local, regional and national hiring trends
- Centralized account management support from AppleOne branches and more than 200 corporate-affiliated career centers and branch offices
- Data science, providing insight into average pay rate data by position type and location
- Alternative workforce solutions such as apprenticeships and intern programs



Additionally, AppleOne, as an expert in temporary staffing, will flex and scale our service delivery in line with the City’s business goals and labor demand management strategies. For example, we can work with the City to design an employer value proposition that improves the associate and hiring manager experience, promotes sustainability within and retention of the workforce, and positions the City ahead of the competition in the race for top talent.

We are more than a recruiting agency. To this end we seek to create true business partnerships with our clients that are consultative, innovative, and strategic. The breadth and scope of our service and technology offerings ensure that your needs will never outpace our capabilities.

TESTING/SKILLS ASSESSMENT

AppleOne extensively tests candidates on their software proficiency, particularly important in today’s high-tech work environment. Using the sophisticated evaluation and training system of IBM Kenexa’s cloud-based **ASSESS** platform, AppleOne’s uses the platform’s behavioral science techniques to measure traits, skills, and culture fit of each candidate. Benefits of the **ASSESS** platform include:

Mobile/Tablet Capability: Assessments can now be administered and taken on mobile devices. The **ASSESS** user interface employs responsive design principles, meaning that the screen will dynamically adjust to the type of display the candidate is using, supporting a wide variety of different devices.

Languages: The **ASSESS** platform is currently available in over 40 languages, and offers expansive globalization abilities.

Accessibility: The **ASSESS** platform has undergone considerable testing and development to ensure an accessible and user friendly experience for candidates with a range of different kinds of disabilities, including those who use assistive technologies such as screen readers.

Prior to assignment, AppleOne is able to test candidates on over 250 applications across several disciplines that simulate the work to be performed at locations within the City. Available tests and training include:

Administrative/Clerical

The **ASSESS** platform allows in-depth evaluation of the various skill sets required for administrative and clerical candidates. Test titles include:

ADMINISTRATIVE/CLERICAL TESTS	
Business Writing	Microsoft Internet Explorer
Counting	Microsoft Office Suite
Customer Service Mindset Survey	Proofreader Marks
Data Entry 10 Key	Punctuation

ADMINISTRATIVE/CLERICAL TESTS	
Email Etiquette	Reading Comprehension
English as a Second Language	Recruiting Fundamentals
Filing by Name	Sales Concepts
Following Verbal Instructions [audio]	SAS 9 - Data Analyst
Following Written Instructions	Shorthand
Healthcare Benefits Knowledge	Software Quality Assurance
Human Resources Basics	Software Testing
Human Resources Benefits Knowledge	Spanish Basic Office Skills
Internet Basics	Spanish Basic Reading Comprehension
Internet Research Skills	Spanish Office Grammar and Spelling
Interviewing and Hiring Concepts	Spanish Typing - General
Listening Skills [audio]	Spanish-English Bilingual
Macintosh Basics OS 9	Technical Terminology
Mailroom Management Skills	Translation Sample - English to Spanish
Marketing Fundamentals	Translation Sample - Spanish to English
Matching (Alphanumeric, Numeric, Images)	Typing - General
Math Word Problems	Vocabulary
Microsoft Windows	Writing Sample (letters, etc.)

Accounting/Finance

For Accounting and Finance positions, AppleOne uses IBM Kenexa's **ASSESS** Accounting and Financial Knowledge test package to evaluate core accounting and finance competencies. Testing titles include, but are not limited to:

ACCOUNTING/FINANCE TESTS		
Accounting Terminology	Cost Accounting	MYOB Accounting Plus
Accounts Payable	Financial Analysis	Partnership Tax Accounting
Accounts Receivable	Financial Management	Payroll Clerk
ACCPAC Pro Series	Fixed Assets	Payroll Management
ADP - Payroll	General Accounting	Peachtree Accounting
Advanced Accounting	General Ledger Knowledge	QuickBooks Pro
Auditing	Individual Income Tax	Quicken
Bookkeeping - Professional	JD Edwards	Sage MAS 90/200
Business Income Tax	MAS 90 - Bookkeeping	Simply Accounting
Corporate Tax Accounting	Microsoft Dynamics GP	

Tests include examples and illustrations from real-world accounting environments, and cover general job categories such as Accounting and Bookkeeping, as well as numerous specialized accounting subjects such as Cost Accounting and Taxation. Customized test making is available. These tests are designed to provide the most accurate picture of a candidate's knowledge, skills and abilities and have the appropriate knowledge and experience in their area of specialization.

Technical/IT Evaluation and Screening

All AppleOne Technical/IT recruiters have the solid technical background needed to thoroughly qualify candidates, and proven interviewing methods to identify skill levels and assess a candidate's true capabilities. All potential Technical/IT AppleOne employees meet for one hour with an AppleOne Technical Recruiter in a formal interview. The face-to-face interviews consist of candidates individually interviewing against the specific job

requirements. The two-hour interview process determines specific experience, expertise, and suitability to a specific job and organization. An Executive Summary is then generated for your review from the information collected from the candidate. Technical tests include:

TECHNICAL TESTS		
ABAP for SAP	ASP	Apache Web Server
AS/400	C Programming	Windows
COBOL	Cold Fusion	Cisco Networking/Router
CORBA	Crystal Reports	DCOM
Data Entry Test (Numeric, Alpha)	Software Productivity	DB2
Delphi	Dreamweaver	Windows
HP-UX	Ten Key	E Commerce
Java	HTML	Informix
Lotus 1-2-3	JavaScript	Linux
Lotus Notes	Macintosh	MS Exchange
MS Help Desk	Network Security	Novell
Oracle	PeopleSoft	Perl
Outlook	Win2000 Test 1	Win2003 Test 1
PHP	PowerBuilder	RDBMS
SAS	Solaris	SQL Server Developer
SQL Server DBA	SQL Desktop Applications	Sybase
TCP/IP	UNIX	Visual Basic
Visual FoxPro	WinRunner	XML

PROCEDURE FOR REQUESTING TEMPORARY PERSONNEL

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

- **Step 1 – Job Order Submitted:** Job Order is submitted by the City to an AppleOne account management team member via your preferred method (phone, fax, or the Internet). The PM, Ms. Caro, will serve as the single-point-of-contact for the City.
- **Step 2 – Acceptance of Order and Initial Response:** The AppleOne account management team accepts the order and enters it into AppleOne's internal Office Automation database. Ms. Caro (PM) or Ms. Romo (Assistant PM) will respond within 4 hours or less to confirm that they received the order as well as provide a status update. Working collectively, all team members of the San Bernardino branch will identify potential candidates for the City's consideration. Further information may be requested at this stage from the contracting officer or department head at the City.
- **Step 3 – Evaluation Process:** Once a qualified candidate is identified, AppleOne completes a customized evaluation process for the City. This includes an in-depth, in-person interview, as well as review of job requirements and expectations, and verification of references. If the candidate meets all requirements and accepts the positions, we will move onto the next step. If not, the previous step is repeated until a qualified candidate match is made.
- **Step 4 – Interview/Final Approval:** The candidate is then interviewed or presented for a final approval by the City. AppleOne will notify the temporary associate in writing with information specific to his or her assignment if the position is accepted.

- **Step 5 – Orientation:** Prior to the start date, AppleOne will provide the candidate with a full orientation on the job and the City environment, as well as information on how to complete their timecard or assign them a badge/password for AppleOne's Web Time Capture software.
- **Step 6 – Quality Control:** On the first day of assignment, a member of the account management team will conduct a quality control call to the candidate's supervisor. At the end of the first week, another quality control check will be completed. Afterwards, the team will conduct ongoing quality checks to ensure that the candidate is performing up to, or better than, expectations for the City.

Placement Of Temporary Personnel

AppleOne knows that having the best in professional personnel is integral to the ongoing success at City locations. Our precise, comprehensive methods for providing staffing services will ensure that the City obtains the maximum projected value for each dollar of expenditure. We remain committed to providing personnel with the skills, experience and character to excel in their positions with the City.

Our service delivery performance measurements are devised based on our quality driven customer centric approach. Our efforts are focused on achieving the goal of Excellence in all aspects of service, and these including:

- **On-time availability of the candidate:** After selection of the candidates, AppleOne ensures timely availability of the candidates. They will start on the agreed to date and time.
- **Monitoring of hours:** AppleOne conducts regular monitoring of employee hours while on assignment. This will serve to ensure they do not exceed maximum allowable hours in a calendar year with the City.
- **Background check compliance:** We ensure that all candidate submitted to clients are cleared to work, and all background checks have been completed in accordance with all client requirements.
- **Close monitoring of the services performed:** We monitor the performance of the staff engagement on a continuous basis and in consultation with the designated client manager(s).
- **Performance evaluation of services delivered:** AppleOne reviews the performance of our services delivered on a quarterly basis. In this connection, the City designated staff receives one-page performance evaluation document from AppleOne. This evaluation helps AppleOne to discuss where our performance is exceeding and the areas, which would need further efforts to develop. This feedback mechanism helps us and our candidates to improve their skills, knowledge and personality.
- **Replacement of candidate:** In the rare case that there is a need for replacement of a candidate, AppleOne ensures replacement is provided to the client within 5 days of such situations. The first week of the replaced candidate is not billed to the client.
- **Defect Prevention Program:** This program, used across the board, is aimed at achieving quality improvements in all phases of AppleOne service deliveries as defined above. This has been implemented by setting quality standards for *How can we serve our customers better?* One of the important measurements we have in place is – 'Continuous review of our business processes' for delivering value added services, quality and responsiveness, timeliness of deliverables, risk minimization and cost effectiveness.
- **Implementing Customer Feedback Evaluation Process:** We believe such quality of service measures as customer feedback surveys play an essential role in cementing a satisfactory relationship between supplier and customer, as well as uncovering a potentially serious problem.
- **Management Monitoring and TQM in our service delivery to our Clients:** We believe in Total Quality Improvement Programs (TQIP), which is the cornerstone of AppleOne's business strategy. It is a structured, planned approach to continuous quality improvement and establishes an ongoing quality management program in every aspect of our business. Its goal is to create a customer oriented quality culture committed to making quality improvement a permanent way of life for the company. Its major elements are:

- o Management commitment
- o Functional organization ownership in approach
- o Employee involvement at all levels
- o Practical measures to track progress
- o Recognition for team and individual performance
- o Ongoing training and communications.

Our emphasis is on quality services and we continuously improve our business processes to support our service delivery model. This allows us to refine our function processes in each area of services (human resources, sales and marketing, contracts and client relationships) with the overall result providing us a capability to be highly responsive to client needs. We maintain a large database of qualified candidates who are available for projects.

Minimum Candidate Qualifications

AppleOne will only extend employment offers to individuals who, at a minimum have:

- *Completed and signed all required pre-employment paperwork, including our “Best Foot Forward” agreement, confidentiality and arbitration agreement, and our background investigation consent form.*
- *Provided all required I-9 documentation*
- *At least two (2) positive references from their most recent employers on file with AppleOne*
- *Favorable in-person interviews with our branch team members*
- *Have passed any required skills tests with scores acceptable to the City*

Temporary employees who meet City requirements, such as education, experience and background clearances, are then presented to the City for interview. Once placed on assignment, temporary employees must adhere to the various performance standards and agreements as presented and explained to them prior to engagement. For example, AppleOne’s policies regarding absences and punctuality are addressed both in AppleOne’s “Best Foot Forward” agreement, which each candidate signs before being placed out on assignment, and in any orientation brochure that AppleOne creates for the City.

Additionally, AppleOne’s Office Automation (OA) database system maintains a complete history of each associate so that AppleOne remains aware of each associate’s reputation with regard to attendance and previous employment.

“Value-Added” Employees

The expertise of AppleOne’s account management professionals ensures that all candidates are fully trained, qualified, 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 move independently between tasks*
- *Self-motivation and discipline to meet deadlines*
- *Excellent interpersonal skills and team-oriented attitude.*

TIMECARDS & INVOICING

AppleOne utilizes timecards as the source document for all payroll records. Timecards are documented via the web through the Web-Based Time Capture system. The temporary employee enters information on the hours worked on into AppleOne's Web-based timecard system on a daily basis. Each week, these timecards are reviewed by the managing branch and validated against the requirements of the client to ensure proper number of hours are worked by the employee. When a temporary associate completes a work week, the City supervisor for that individual approves the hours worked online. The City's authorized representative(s) is given a secure login and password, and all Web timecards require an electronic signature to prevent fraud and unauthorized access to employee records.

AppleOne's proprietary Office Automation program tracks the City's job order, time requirements, and interfaces with Web-Based Time Capture system. Through OA, AppleOne has the ability to provide reporting for various daily, weekly, monthly, and other tracking periods based on the requirements of the City. Additional information on our web-based timecard system is provided below.

Web-Based Time Card

AppleOne offers the use of the Web-Based Time Card. Easy to use and configure, 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.

Candidate Portal

Through this portal, our associates can access forms, pay statements, tax documents, benefits, as well as relevant announcements and important notices.

AppleOne currently processes all time sheets, paychecks and invoices on a weekly basis. If the City requires changes to the invoicing process during the term of the contract, AppleOne will work with the City representative(s) to modify our process so that we can fully comply with all of the City's invoicing requirements. AppleOne's full-time staff of software professionals and billing analysts can make any necessary changes in the invoicing process within 24 hours.

ELECTRONIC BILLING

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

There is no limit to the flexibility of AppleOne brings to the problem of managing time, payroll, invoicing and

reconciliation. We have the technical ability in house to bring automation to the problem. We want to help you find the least costly, most accurate, and least intrusive solution for invoicing and paying the consultants working on your assignments.

Overview of Electronic Billing

AppleOne GSID eliminates the need for clients to navigate a wide organization. The GSID simplifies the invoicing needs of AppleOne's clients, consolidates accounts receivable/accounts payable and collections functions, and provides a single point of contact for clients.

By streamlining the entire invoicing process, GSID becomes intimate with each client's specific invoicing and reporting requirements. This approach has dramatically increased client satisfaction and retention by reducing response times, which virtually eliminates billing adjustments. Also, this process simplifies interactions for AppleOne's end-users. To implement an automated invoicing solution, the following steps are taken:

- With the help of the client, identify the information and the format needed
- Create the electronic invoice based upon this information
- Test the file and make changes as needed
- Finish testing and make file final invoicing option.

AppleOne invests in technological advancements, especially in the utilization of digital commerce strategies, to empower our temporary staffing services. Our company currently supports EDI X12 standard 810 and 4010 format for all invoice EDI transfers. Per the request of other client companies, we have also developed methods to provide billing data in computer text files, Microsoft Excel files, and through other applications. These files are typically delivered via e-mail or through other electronic transfer methods.

We utilize our proprietary systems to handle thousands of transactions per week, and are capable of handling different payroll cycles as well as invoice cycles. AppleOne provides a systematic timekeeping process that ensures accuracy of invoices generated. We have an online interactive system called AllSourcePPS available to all consultants and subcontractors.

Employees are paid according to approved hours and receive their check stubs through our web-based human resources system. We give authorized approvers access to our online timekeeping tool, so they can review and approve hours for contractors reporting to them.

Most important are the security and validation steps included in these procedures to ensure compliance with all regulatory guidance and requirements. This process is supported by standard operating procedures currently in use.

Billing Accuracy

AppleOne has stringent policies and procedures for correcting over billings, making adjustments to billings, etc. Each AppleOne branch office is responsible for capturing all client and temporary associate information into AppleOne's network computer system. When a temporary associate completes a work week, the City supervisor for that individual approves the hours worked and the timecard is returned to the branch office.

Timecards may be documented either by hard copy or via the web. The hours worked, the pay rate, and the bill rate are all verified by the assigned AppleOne branch staff member and are entered into the computer system. This data is transmitted electronically to the AppleOne Corporate headquarters for processing. Dedicated Payroll Coordinators at the Corporate Office conduct a separate audit of the information transmitted before processing

can be completed. Once the data is verified for accuracy, both the weekly customer invoicing and temporary payroll is processed and prepared for distribution. The full-time payroll staff at AppleOne will quickly correct any billing errors.

QUALITY CONTROL PROGRAM

AppleOne's Quality Control Program (QCP) was established to guarantee that AppleOne provides its clients, such as the City, with the level of service they expect from a leader in the employment services industry. The Program ensures the following:

- AppleOne meets and exceeds contract expectations when placing contractor personnel.
- AppleOne complies with Local, State and Federal rules and regulations.

The goal of AppleOne's QCP is to measure the AppleOne service levels, as well as identify opportunities for improvement. By doing so, AppleOne enhances customer satisfaction and improve important operational efficiencies. AppleOne's QCP will ensure that the highest standards are met regarding delivery of services, performance reviews, communication with and availability to City supervisors and managers and minimization of employee turnover.

AppleOne's QCP is based on defined standards of excellence which guide all of the AppleOne work, and a Performance Baseline with specific Performance Objectives developed in conjunction with the appropriate City representative(s) for each individual contacted project. These Performance Objectives are routinely/periodically reviewed and compliance issues addressed in a formal monthly meeting, or as often as the desired by the City.

AppleOne ensures maintenance of the QCP through Monthly/Bi-weekly reviews and reports covering topics including (a) job order and team management, (b) required deliverables, (c) job order schedule and cost control, (d) employee security compliance requirements, (e) contractor identification and in-processing procedures, (f) training and certification requirements (g) staffing and retention issues. These reviews incorporate findings from personal contact by the Project Manager and project team with the appropriate City representative(s), as well as regular Quality Assurance Surveys. Any complaint or deficiency is immediately reviewed by the Project Manager, who is empowered to take swift corrective action.

Our standard quality monitoring tools are detailed below. Please note that our quality programs are tailored to meet the specific needs of each client.

Quality Assurance Surveys

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

- Performance Surveys.** City department and hiring managers will have the opportunity to gauge AppleOne on its performance with regard to its responsiveness on job orders; the selection of contractor personnel relevant to the assignment, and the levels of communication between the City and AppleOne.
- Service Reports.** Results from various quality reviews will be compiled and presented to the City, providing statistical information regarding job orders received versus job orders filled, job order replacement ratio, and average response time. The data will be reflected in informative graphs and charts displaying satisfaction and performance levels as well as other measured parameters. These reports can be provided weekly, monthly, or for any other time span as required by the City.
- Employee Assignment Satisfaction Surveys.** Measure the satisfaction level of our currently working personnel at client work locations. This tool assists with the Employee Monitoring Program that will

allow proactive measurement activities to minimize turnovers and the overall quality of AppleOne placements.

- D. **Employee Exit Interview Surveys.** Measure and probe the reasons behind assignment separations from the employee's perspective. This information is shared with customers to minimize the turnover and to create assignment longevity from our personnel.

AppleOne's QCP, developed with the appropriate City representative(s), will guarantee that the City receives top-caliber service.

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

EXHIBIT "B"
COMPENSATION

g. Pricing

Exhibit D - Rates and Markup Sheet

Category of Position	Position Title	Base Range (high and low \$ per hour)		Markup (%) Not to Exceed 40% Cap
Admin/Clerical	Office Specialist	\$ 21.00	to \$ 23.00	40 %
Admin/Clerical	Senior Office Specialist	\$ 24.00	to \$ 26.00	40 %
Admin/Clerical	Legal Secretary	\$ 28.00	to \$ 30.00	40 %
Admin/Clerical	Administrative Assistant	\$ 24.00	to \$ 26.00	40 %
Admin/Clerical	Paralegal	\$ N/A	to \$ N/A	N/A %
Finance				
Finance	Revenue Representative	\$ 26.00	to \$ 28.00	40 %
Finance	Account Clerk II	\$ 25.00	to \$ 28.00	40 %
Finance	Accountant	\$ 36.00	to \$ 38.00	40 %
Finance	Accounting Tech	\$ 28.00	to \$ 29.00	40 %
Finance	Sr. Accounting Tech	\$ 30.00	to \$ 32.00	40 %
Finance	Business Tax Rep	\$ 28.00	to \$ 30.00	40 %
Finance	Customer Service Rep.	\$ 21.00	to \$ 23.00	40 %
Labor/Field/Skilled				
Labor/Field/Skilled	General Service Worker	\$ N/A	to \$ N/A	N/A %
Labor/Field/Skilled	Outreach Worker	\$ N/A	to \$ N/A	N/A %
Labor/Field/Skilled	Custodian	\$ 26.00	to \$ 28.00	40 %
Labor/Field/Skilled	Mechanic	\$ N/A	to \$ N/A	N/A %
Para-Professional				
Para-Professional	Project Assistant	\$ 28.00	to \$ 30.00	40 %
Para-Professional	Worker's Compensation Assistant	\$ 24.00	to \$ 26.00	40 %
Professional				
Professional	Administrative Analyst	\$ 28.00	to \$ 29.00	40 %
Professional	Claims Examiner	\$ 24.00	to \$ 26.00	40 %
Professional	GIS Analyst	\$ 33.00	to \$ 35.00	40 %
Professional	Innovation & Technology Analyst	\$ 51.00	to \$ 70.00	40 %
Professional	Project Manager	\$ 41.00	to \$ 43.00	40 %
Technical				
Technical	Technical Writer	\$ 38.00	to \$ 40.00	40 %
Technical	Database Developer	\$ 45.00	to \$ 48.00	40 %
Technical	Video Technician	\$ 24.00	to \$ 26.00	40 %
Technical	Graphics Technician	\$ 25.00	to \$ 28.00	40 %

Technical	Innovation & Technology Technician	\$ 35.00	to \$ 39.00	40 %
Technical	Engineering Aide	\$ 23.00	to \$ 25.00	40 %
Technical	Engineering Technician	\$ 34.00	to \$ 40.00	40 %
Technical	Planning Technician	\$ 24.00	to \$ 27.00	40 %
Technical	Associate Planner	\$ 37.00	to \$ 39.00	40 %
Technical	Assistant Planner	\$ 26.00	to \$ 28.00	40 %

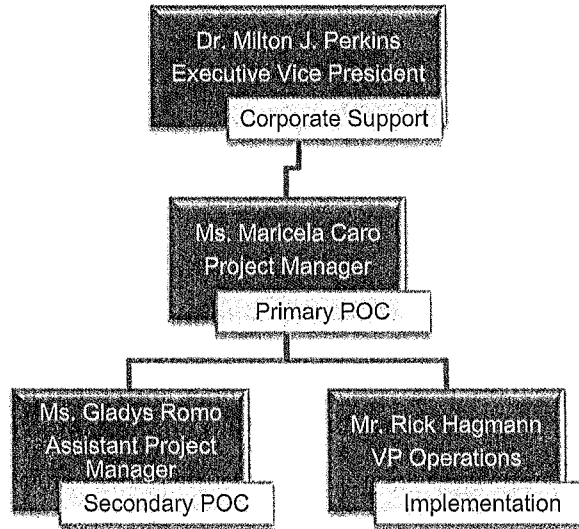
EXHIBIT "C"

KEY PERSONNEL

d. Company Personnel

This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company’s professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers.

The illustration below represents the support structure that is in place to effectively perform the contract management at the City.



AppleOne has comprised a team who will oversee account management and work to ensure City’s satisfaction. The proposed AppleOne team consists of staff with proven experience applying “best practices” within the human capital resources industry. With a team of five (5) full-time employees, the City will be directly serviced by AppleOne’s San Bernardino branch, which in turn is supported by corporate management. Following is a description of key individuals on the management team.

ACCOUNT MANAGEMENT TEAM CONTACT INFORMATION		
Ms. Maricela Caro Project Manager AppleOne San Bernardino 1955 S. Hunts Lane Ste. 210 San Bernardino, CA 92408 Phone: (909) 884-6351 Email: mcaro@appleone.com	Ms. Gladys Romo Assistant Project Manager AppleOne San Bernardino 1955 S. Hunts Lane Ste. 210 San Bernardino, CA 92408 Phone: (909) 884-6351 Email: gromo@appleone.com	Mr. Rick Hagmann VP of Operations & Client Services ActOne Government Solutions 16371 Beach Blvd, Suite 240 Huntington Beach, CA 92647 Office: 866-4938343 Email: govnsolutions@appleone.com

AppleOne’s Project Manager, **Ms. Maricela Caro** possesses years of professional staffing experience. She has been instrumental in developing strong alliances within both the public and private sectors. As the Project Manager, Ms. Caro will supervise the execution of the contract with the City. She 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. Caro will gather all necessary information needed to recruit, screen, evaluate, and qualify candidates who possess the required skills to be productive at the City. Ms. Caro will be directly supported by the Assistant Project Manager

for this contract, **Ms. Gladys Romo** as well as the area branch staff, and AppleOne's dedicated Government Solutions Division.

Ms. Gladys Romo has established herself as an invaluable asset within the human resources and staffing industries. Ms. Romo will be primarily responsible for recruiting and applicant development, and will provide special recruiting services to support the City. Additional duties will include staff performance and accountability, client fulfillment oversight, maintenance and expansion of qualified applicant pool, ongoing training and development of all team members, and ensuring that clients receive quality service at all times.

Mr. Rick Haggmann, VP of Operations and Client Services will be assisting as the primary contact regarding all contract-related issues. Mr. Haggmann leads teams responsible for proposals, centralized recruiting, compensation, payroll, benefits administration, employee relations, contract interpretation, performance management, program management, policy administration, and general human resource and staffing operations.