Council Meeting: November 13, 2012

SUBJECT: Award of Contracts for Temporary Personnel Placement Services For Plan Checkers, Building Inspectors and Fire Protection System Inspectors (F13-09)

BACKGROUND
Approval is requested for the award of three contracts through June 30, 2013, not-to-exceed $200,000 each, for temporary personnel placement services for plan checkers, building inspectors and fire protection system inspectors as required by the Departments of Community Development and Public Safety. Recommended staffing firms are 4Leaf Inc., Shums Coda Associates and CSG Consultants Inc.

DISCUSSION
On August 14, 2012, City Council approved Budget Modification No. 7 (RTC No. 12-192) to be used to hire contract/casual staff to assist with additional workload resulting from significantly increased building activity that cannot be managed with the current Building Division and Fire Safety Division staffing levels. The budget modification created two new projects based on anticipated construction permitting revenue through the end of FY 2012/13: Building Permitting in the amount of $343,000 and Fire Prevention Construction-related Permitting in the amount of $590,760, for a total of $933,760.

On September 10, 2012 the Purchasing Division issued Request for Proposals (RFP) No. F13-17 for these temporary agency services. The RFP was directly mailed to several known agencies, and was broadcast to other potential proposers through the Onvia DemandStar public procurement network. Twenty agencies requested RFP documents.

Sealed proposals were publicly received and opened on October 3, 2012. Seven proposals were received:

1. 4Leaf Inc., Pleasanton, CA
2. A2Z Global Staffing Inc., Henderson, NV
4. CSG Consultants, Inc., San Mateo, CA
5. Shums Coda Associates, Pleasanton, CA
6. TRB & Associates, San Ramon, CA
7. West Coast Code Consultants, San Ramon, CA
An evaluation committee was led by the Purchasing Division and included representatives from the Departments of Human Resources, Community Development and Public Safety. Proposal evaluations were based upon responsiveness, qualifications, experience, customer service and pricing structure. The evaluation team recommends awarding contracts to 4Leaf Inc., Shums Coda Associates and CSG Consultants Inc. Multiple agencies are recommended for award in order to ensure that the requisite level of temporary staff are available for assignment on an as-needed basis. Both 4Leaf and CSG Consultants can provide staffing to meet the needs of both departments, while Shums Coda can provide staffing for only the Department of Community Development.

Staff recommends that the contracts be established at $200,000 each, for a total of $600,000, leaving $333,760 available from Budget Modification No. 7. The remaining amount may be utilized to hire qualified temporary employees directly through the City’s Human Resources Department. If viable candidates are not selected or retained for whatever reason, the $333,760, or a portion of it, may be needed for these contracts. Therefore, staff is requesting delegated authority for the City Manager to modify the contracts as necessary to utilize all available funding provided by Budget Modification No. 7.

**FISCAL IMPACT**
A total of $933,760 is available in FY 2012/13 in two special projects: Building Permitting in the amount of $343,000 (Project 829760) and Fire Prevention Construction-related Permitting in the amount of $590,760 (Project 829750). This level of funding is based on projected construction permitting revenue in the current fiscal year, which is coming in even higher than anticipated. Unspent project funds will be carried over into FY 2013/14 as necessary. Any contract renewals beyond June 30, 2013 will be contingent upon funding availability.

**PUBLIC CONTACT**
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.
**RECOMMENDATION**
It is recommended that Council:
1. Award contracts for temporary personnel, in substantially the same form as the attached drafts and not to exceed $200,000 to: 4Leaf Inc., CSG Consultants Inc. and Shums Coda Associates;
2. Delegate authority to the City Manager to modify the contract amounts (up or down) if necessary, not to exceed the total budgeted amount of $933,760; and
3. Delegate authority to the City Manager to renew the contracts for an additional period of time not to exceed one year, provided pricing and service remain acceptable to the City and subject to the availability of budgeted funding.

Reviewed by:

Grace K. Leung, Director of Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

Teri Silva
Director of Human Resources

Reviewed by:

Hanson Hom
Director of Community Development

Reviewed by:

Frank Grgurina
Director of Public Safety

Approved by:

Gary M. Luebbers
City Manager

**Attachments**
- Draft Contracts
ATTACHMENT A

SHUMS CODA ASSOCIATES SERVICE AGREEMENT
THIS AGREEMENT, dated _____________, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SHUMS CODA ASSOCIATES ("AGENCY").

WHEREAS, on September 10, 2012, CITY issued Request for Proposals No. F13-09 for temporary personnel placement services; and

WHEREAS, AGENCY has submitted a proposal in response to the Request for Proposals; and

WHEREAS, CITY has determined that AGENCY possesses the skill and expertise to perform the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Contract Documents

The complete Contract consists of the following documents: Request for Proposals No. F13-09 consisting of a Notice Inviting Proposals, Instructions to Proposers, Specifications, Terms and Conditions; AGENCY's completed Proposal (Exhibit "A"); and negotiated documents. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the CITY and the AGENCY are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Contract Term

The term of the Agreement shall be effective December 1, 2012 through June 30, 2013, unless otherwise terminated. At the option of the CITY the Agreement may be renewed for an additional period of time not to exceed one year, as determined by the CITY.

3. Compensation

CITY agrees to pay AGENCY as outlined in Exhibit "A". Total compensation shall not exceed Two Hundred Thousand and no/100 Dollars ($200,000.00). CITY may modify contract amount dependent upon need and availability of funding. AGENCY's conversion policy and any costs associated with said policy is hereby waived by AGENCY. Payment shall be made within thirty (30) days of receipt of an accurate, itemized invoice by CITY'S Accounts Payable Unit.
4. **Conflicts of Interest**

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement, AGENCY shall not accept an obligation which is inconsistent or incompatible with AGENCY's obligations under this Agreement.

Pursuant to CITY’s Standard Conflict of Interest Code (Exhibit “C”) attached and incorporated by reference, CITY has determined that any individual performing services under this Agreement is required to file a Statement of Economic Interest (Form 700) which can be found at [www.fppc.ca.gov](http://www.fppc.ca.gov).

5. **Confidential Information**

AGENCY shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which AGENCY may become aware in the performance of its services.

6. **Compliance with Laws**

(a) AGENCY shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.

(b) AGENCY shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

7. **Independent Contractor**

AGENCY is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and AGENCY. AGENCY is responsible for paying all required state and federal taxes.

8. **Indemnity**

AGENCY shall indemnify, defend and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of AGENCY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

9. **Insurance**

AGENCY shall take out and maintain during the life of this Agreement policies of insurance as specified on Exhibit “B”, attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified.
10. **CITY Representative**

Teri Silva, Director of Human Resources, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

11. **AGENCY Representative**

Michael Avidano shall represent AGENCY in all matters pertaining to the services and materials to be rendered under this Agreement. All requirements of AGENCY pertaining to the services to be rendered under this Agreement shall be coordinated through the AGENCY representative.

12. **Notices**

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To **CITY:**  
Teri Silva, Director of Human Resources  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To **AGENCY:**  
David Basinger  
SHUMS CODA ASSOCIATES  
5776 Stoneridge Mall Rd., Ste 180  
Pleasanton, CA 94588

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered.

Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

13. **Assignment**

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

14. **Termination**

If AGENCY defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to AGENCY. If CITY
fails to pay AGENCY, AGENCY at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to AGENCY. In the event of such termination, AGENCY shall be compensated for services performed through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.

15. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

16. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By __________________________
City Clerk

APPROVED AS TO FORM:

CITY OF SUNNYVALE ("CITY")

By __________________________
City Manager

SHUMS CODA ASSOCIATES ("AGENCY")

By __________________________
Title and Date

By __________________________
Title and Date
Section VI. Proposer Response Pages

The undersigned proposer hereby offers to provide temporary personnel placement services in strict compliance with the specifications, terms and conditions set forth in this request for proposals.

General Information:

1. Company Name: Shums Coda Associates

2. Headquarters Address: 5776 Stoneridge Mall Rd., # 180, Pleasanton, CA 94588

3. Number of Locations Nationwide: 1
   Number of California Locations: 1
   Number of Employees Nationwide: 10
   Average National Annual Business Volume over last three years: $ 897,316

4. Local Office Information:
   Address: 5776 Stoneridge Mall Rd., # 180, Pleasanton, CA 94588
   Number of Employees: 10
   Average annual business volume over last three calendar years: $ 897,316
   Average annual staff turnover rate based upon last three calendar years: 0%
   Number of Years providing temporary personnel placement services at this location: 6.5 years (2 years 2007 -2009 in Sunnyvale, P.O. BL000771)
   Office Manager: Robert Sullivan Telephone No. 925-463-0651
   Primary Contact Person for the City of Sunnyvale:
   Name: Dave Basinger Telephone No. 925-413-5626
   Relevant Work Experience: see resume attached

5. Business Organization Type: S Corporation
   Date of incorporation: 2006 State of incorporation: California
   Names and Titles of All Officers and Directors
   David Basinger President
   Talat Abbasi Corporate Secretary
   Robert Sullivan Chief Financial Officer
6. Agency Forms
   Are you willing to develop, at your expense, an employment application, time
card and other forms specifically for the City of Sunnyvale  YES

7. Time Cards and Invoicing
   a. Invoice Frequency  Monthly
   b. Payment Terms  Net 30
   c. Can you accommodate reimbursement of mileage and out of pocket
      expenses  Yes

   Proposed procedure for reimbursement –

   Temporary workers will fill out an expense reimbursement report
   and have it approved by the city and then submit to Proposer who will
   incorporate into the monthly invoice sent to the City.

   d. Narrative explaining invoice procedure, electronic invoices and
      timekeeping:

      Each temporary worker is provided an electronic time card and records his
      time daily based on whichever project or duties provided by the City – If
      the City provides us with specific job codes we will incorporate them into
      our time card – the employee is paid bi-weekly. At the end of each month,
      timecards are collected in which to bill the City – at that time a copy of the
      employee’s timecard can be provided – all of this can be submitted
      electronically.

8. Employee Benefits
   a. Each employee is provided Medical, Dental and Vision Coverage at no cost
      to them. If full time – they are eligible after 30 days – if part-time eligible after
      90 days provided they have worked 20 hours in a week in the prior 90 days.
      Dependent coverage is available and bore by the employee.
      Medical and Dental are provided through Blue Shield
      Vision coverage is provided by VSP
      (Summary of Medical coverage is attached)
      Life insurance and Long-term disability is not currently offered.

   b. Paid Leaves
PTO – Paid Time off

PTO – consists of your 2 floating holidays, Vacation and Sick leave, the unused portion of each can be carried over from year to year and the unused portion will be paid out upon termination.

PTO equals 17 days – broken down as follows:

- Floating Holidays: 2 days – explained above
- Sick leave: 5 days – explained below
- Vacation: 10 days – explained below

Sick leave

All full time employees are entitled to 5 days per year of paid sick leave. This time can be used for doctor’s visits, dentist’s visits and other health related issues.

If illness prevents attendance at work, please call the office by 8:30 am. If the office is not notified by this time, the day will become a day without pay. Employees routinely working outside the SCA office are required to notify their supervisor at their place of work and the SCA office.

New employees with less than 3 months of service will not be eligible for use of sick leave. On the first day after the three month period of service, employees will be eligible for paid sick leave and credit will be given for all time in service.
Vacation

SCA provides paid vacations—once you achieve 1 year of employment. The following is the vacation schedule for full time employees per years of service:

- 1-5 years: 10 days
- 6-10 years: 15 days
- 11+ years: 20 days

Vacation for part-time employees is pro rata.

Employees in jurisdictions need to have vacation time approved by their Supervisor in order to have their duties covered while they are gone.

Overtime Pay

SCA conforms to State and Federal guidelines by paying all hourly employees for overtime when employees are asked to work more than 8 hours per day and 40 hours in a normal calendar week.

Jury Duty

It is the Company’s policy to allow its employee to fulfill their civic duties. If an employee is called to serve on jury duty, the employee is requested to notify their supervisor or manager. All employees will be granted time-off without pay to perform jury duty service. Use of vacation and floating holidays is allowed.
Bereavement Leave

In the event of the death of a member of the Employee's immediate family, the employee will be allowed up to 2 consecutive work day's absence with pay in order to attend the funeral. If additional days are required, they may be taken without pay or as PTO days.

Immediate family members are defined as the following:

- Spouse
- Mother
- Father
- Stepmother
- Stepfather
- Mother-in-law
- Father-in-law
- Brother-in-law
- Brother
- Sister
- Children
- Stepchildren
- Foster children
- Significant Other (living under the same roof)
- Other Relatives (living under the same roof)

Leave of Absence

Leave without Pay
Leave of absence without pay is granted on an individual basis to regular full-time employees. Requests for leave of absence must be in writing and is subject to prior approval. A leave which may be authorized include Military, Educational, Medical, and/or Maternity leave. The conditions of the leave will be determined on an individual basis.

An employee on an approved leave of absence in excess of 2 weeks will earn no benefits for vacation or sick leave purposes. Group insurance coverage will be continued only until the end of the month in which the leave was granted. However, such coverage may be continued for the duration of the leave provided the employee makes arrangements with the HR department to reimburse the company for the costs while out on the leave.

Should an employee fail to return to work at the expiration of their leave, they will be considered to have “resigned without notice” effective with the last day worked. All employees are protected under the provisions of the Workmen’s Compensation Act.

Leave with Pay

Special arrangements can be made for employees who have used all vacation and sick leave but need extra time off with pay. Under special circumstances, these requests may be granted with your supervisor’s approval. Time will be tracked by your supervisor.

d. Other Benefits - 401(k) Profit Sharing Plan

ADP administers the 401(k) Profit sharing Plan which is designed to encourage and assist the employee in adopting a regular long-term saving program. Any employee over 21 years of age is eligible to join. The Plan consists of pre-tax contributions by member employees. The funds are invested by the employee in a diversified program. Complete details on the plan are made available to an employee at the date of employment.

Eligibility starts the first day of the following month of hire date.

9. Do you offer the following services for your employees:
   a. Pick up time cards at one or more City sites? No – delivered electronically
   b. Deliver pay checks to one or more City site – No – either direct deposit or mailed

10. Pre-screening procedures for temporary employees assigned to the City of Sunnyvale
Each resume on file of current or possible employees are reviewed to match skill set with each City's requirements first and then any person that meets the qualifications are contacted and interviewed to see if they are interested and available and then the resume is forwarded to the City for approval and interview with candidate is set up with the City -- if approved by the City than he/she is schedule to start work.

11. Recruitment process for each category of employee
Recruitment for each new employee is only based on prior personal experience - that is to say only people that one of the partners have worked with and/or have prior knowledge of will be recommended for potential new employees, then interviewed to determine if he/she is a match for the type of service needed.

12. Detail how you plan to meet the City's start-up date of December 1, 2012 --
Currently 2 employees are working up to a total of 4 - ½ days with the Building Department providing plan review and over the counter reviews for the City of Sunnyvale since the last week in August. Since we had worked doing the same functions back in 2007 - 2009 ( as well as 3⁰ party ) it was easy to pick up as we knew the system and as such it would be almost seamless if the City required additional personnel from Shums Coda either in the form of plan review or inspection. Currently we have on staff a part-time Fire review person mentioned in this proposal as well as 2 building inspectors (also mentioned in this proposal) willing to work additional hours until we can find a suitable person which fits the City's needs.

13. Indicate whether your firm has ever failed to complete any contract awarded to it – No
14. Indicate whether your firm has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors – No
15. List Subcontractors, if any, who will provide personnel or services under this contract:
   a. Company: Ahem Knox Engineers ( Tim Hyde & William Knox )
      Location: San Jose
      Subcontractors who will provide services under this contract: Structural plan review on an as needed basis
   b. Company: FP2 Fire ( Martin Gresho )
      Location: Livermore
      Subcontractors who will provide services under this contract: Fire plan review on an as needed basis
   c. Company: SW Engineering ( Steve Wogsland )
      Location: Livermore
Subcontractors who will provide services under this contract: Mechanical plan review on an as needed basis

d. Company: Delta Municipal Consulting (Jason Vogan)
   Location: Oakley
   Subcontractors who will provide services under this contract: Civil/Public Works plan review on an as needed basis

1. List of the number of active files (candidates who registered within one year) at your local for each of the following classifications:

<table>
<thead>
<tr>
<th>Classification</th>
<th>No. of Files</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan checker (Non-Structural)</td>
<td>7</td>
</tr>
<tr>
<td>Building Inspector</td>
<td>2</td>
</tr>
<tr>
<td>Fire Protection System Inspector</td>
<td>1</td>
</tr>
</tbody>
</table>

2. Describe the pricing structure for the following classifications:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Salary Range</th>
<th>Mark up Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Checker (non-structural)</td>
<td>$115 - $160</td>
<td>no mark-up</td>
</tr>
<tr>
<td>Building Inspector</td>
<td>$80 - $125</td>
<td>no mark-up</td>
</tr>
<tr>
<td>Fire Protection Systems Inspector</td>
<td>$195 - $210</td>
<td>no mark-up</td>
</tr>
</tbody>
</table>

(See proposal for other rate classifications)

3. List 3 or more organizations you are currently providing temporary Personnel:

Anthony Ghiossi
City of Mountain View
500 Castro St.
Mountain View, CA 94041
(650) 903-6313
Years with Organization: 6.5

Sheila Lee
City of Santa Clara
1500 Warburton Ave.
Santa Clara, CA 95050
(408) 615-2440
Years with Organization: 5
Ali Fatapour
City of Sunnyvale
456 W. Olive Avenue
Sunnyvale, CA 94088
Years with Organization: 2

Mike Leontiades
Building Official
Town Of Danville
510 La Gonda Way
Danville, CA
(925) 314-3373
Years with Organization: 5

Ron LaFrance
Building Official
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Years with Organization: 4

4. ADDENDA – Proposer acknowledges receipt of the following Addenda: NONE

Signature

Robert B. Sullivan October 2, 2012

Name (printed or Typed) Date

(925) 463-0651 (925) 463-0691

Telephone Number Fax Number

20-4574991 none

Tax ID Number Sunnyvale Business License No.

Robert.Sullivan@shumscoda.com

Email Address
EXHIBIT B
CITY OF SUNNYVALE

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance  Consultant shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

3. Workers' Compensation Statutory Limits and Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Errors and Omissions Liability Insurance appropriate to the Consultants Profession: $1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The general liability policy shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.
ATTACHMENT A

CSG CONSULTANTS, INC. SERVICE AGREEMENT
SERVICE AGREEMENT BETWEEN CITY OF SUNNYVALE AND CSG CONSULTANTS, INC. FOR TEMPORARY PERSONNEL PLACEMENT SERVICES

THIS AGREEMENT, dated _________________, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CSG CONSULTANTS, INC. ("AGENCY").

WHEREAS, on September 10, 2012, CITY issued Request for Proposals No. F13-09 for temporary personnel placement services; and

WHEREAS, AGENCY has submitted a proposal in response to the Request for Proposals; and

WHEREAS, CITY has determined that AGENCY possesses the skill and expertise to perform the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Contract Documents

The complete Contract consists of the following documents: Request for Proposals No. F13-09 consisting of a Notice Inviting Proposals, Instructions to Proposers, Specifications, Terms and Conditions; AGENCY's completed Proposal (Exhibit "A"); and negotiated documents. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the CITY and the AGENCY are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Contract Term

The term of the Agreement shall be effective December 1, 2012 through June 30, 2013, unless otherwise terminated. At the option of the CITY the Agreement may be renewed for an additional period of time not to exceed one year, as determined by the CITY.

3. Compensation

CITY agrees to pay AGENCY as outlined in Exhibit "A". Total compensation shall not exceed Two Hundred Thousand and no/100 Dollars ($200,000.00). CITY may modify contract amount dependent upon need and availability of funding. AGENCY's conversion policy and any costs associated with said policy is hereby waived by AGENCY. Payment shall be made within thirty (30) days of receipt of an accurate, itemized invoice by CITY'S Accounts Payable Unit.
4. **Conflict of Interest**

   No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement, AGENCY shall not accept an obligation which is inconsistent or incompatible with AGENCY’s obligations under this Agreement.

   Pursuant to CITY’s Standard Conflict of Interest Code (Exhibit “C”) attached and incorporated by reference, CITY has determined that any individual performing services under this Agreement is required to file a Statement of Economic Interest (Form 700) which can be found at www.fppc.ca.gov.

5. **Confidential Information**

   AGENCY shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which AGENCY may become aware in the performance of its services.

6. **Compliance with Laws**

   (a) AGENCY shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.

   (b) AGENCY shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

7. **Independent Contractor**

   AGENCY is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and AGENCY. AGENCY is responsible for paying all required state and federal taxes.

8. **Indemnity**

   AGENCY shall indemnify, defend and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of AGENCY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

9. **Insurance**

   AGENCY shall take out and maintain during the life of this Agreement policies of insurance as specified on Exhibit “B”, attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified.
10. **CITY Representative**

Teri Silva, Director of Human Resources, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

11. **AGENCY Representative**

Michael Avidano shall represent AGENCY in all matters pertaining to the services and materials to be rendered under this Agreement. All requirements of AGENCY pertaining to the services to be rendered under this Agreement shall be coordinated through the AGENCY representative.

12. **Notices**

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

**To CITY:**
Teri Silva, Director of Human Resources  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

**To AGENCY:**
Doug Rider, CBO  
CSG CONSULTANTS  
1700 s. Amphlett Blvd, Suite 300  
San Mateo, CA 94202

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered.

Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

13. **Assignment**

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

14. **Termination**

If AGENCY defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to AGENCY. If CITY fails to pay AGENCY, AGENCY at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.
Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to AGENCY. In the event of such termination, AGENCY shall be compensated for services performed through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.

15. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

16. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By ____________________________
City Clerk

APPROVED AS TO FORM:

By ____________________________
City Attorney

CITY OF SUNNYVALE ("CITY")

By ____________________________
City Manager

CSG CONSULTANTS, INC.
("AGENCY")

By ____________________________
Title and Date

By ____________________________
Title and Date
SECTION VI. PROPOSER RESPONSE PAGES (TO BE RETURNED)

Honorable City Council
City of Sunnyvale
Sunnyvale, California

The undersigned proposer hereby offers to provide temporary personnel placement services in strict compliance with the specifications, terms and conditions set forth in this Request for Proposals.

General Information

1. Company Name: CSG Consultants

2. Headquarters Address: 1700 S. Amphlett Blvd., Suite 300 | San Mateo, CA 94202

3. Number of Locations Nationwide 1 Number of California Locations 6

   Number of Employees Nationwide 154

   Average National Annual Business Volume Over Last Three Years $ 10.8 M

4. Local Office Information

   Address 1700 S. Amphlett Blvd., Suite 300 | San Mateo, CA 94202

   Number of Employees 84

   Average annual business volume over last three calendar years $ 7.8 M

   Average annual staff turnover rate based upon last three calendar years 8 %

   Number of Years Providing Temporary Personnel Placement Services at this Location 12

   Office Manager Marilyn Tom Telephone No. 650-522-2500

   Primary Contact Person for the City of Sunnyvale:

   Name Doug Rider, CBO Telephone No. 650-522-2500

   Relevant Work Experience (Enter here or attach a resume.) See Attached, Item No. 3, Narratives

5. Business Organization Type. Indicate whether your firm is an individual proprietorship, partnership, corporation, etc.

   If incorporated, provide the following information:

   Date of incorporation June 23, 2000 State of incorporation California
Names and Titles of All Officers and Directors
Cyrus Kianpour, President | Nourdin Khayata, Secretary | Doug Rider, Asst Secretary | Brad Donahue, Asst Secretary

If an individual or partnership, provide the following information:

Formation date of Company ________________________________

Name and address of all partners, indicating whether they are general or limited partners:

6. Agency Forms

Are you willing to develop, at your expense, an employment application, time card and other forms specifically for the City of Sunnyvale?  Yes  No

7. Time Cards and Invoicing

a. Invoice Frequency  Monthly

b. Payment Terms  30 Days

c. Can you accommodate reimbursement of mileage and out-of-pocket expenses?  Yes  No?

If yes, describe proposed procedure and how reimbursement will be reflected on invoices. (Enter here or attach a narrative.) See Attached, Item No. 3, Narratives.

d. Enter here or attach a narrative explaining: See Attached, Item No. 3, Narratives.

   1. Your standard invoice procedure.
   2. How you propose to provide electronic invoices to the City of Sunnyvale.
   3. How you propose to handle the City's timekeeping process (recording hours by charge codes), both on timecards and on invoices.

8. Employee Benefits

a. Insurance  See Attached, Item No. 3, Narratives.

Enter here or attach a narrative which provides the following information about each type of insurance listed: whether you provide the insurance to your employees, eligibility requirements, cost to employee, employee coverage type and limits, the availability and cost of family coverage, and deductibles.

Medical

Dental

Vision
Life

Long-Term Disability

b. Paid Leaves  See Attached, Item No.3, Narratives.

Enter here or attach a narrative which provides the following information about each type of leave listed below: whether you provide the leave to your employees, the amount of leave provided, and eligibility requirements for each type of leave.

Vacation Leave

Holiday Leave

Disability or Sick Leave

c. Retirement  See Attached, Item No. 3, Narratives.

Do you provide retirement benefits for your employees? Yes/No?

If yes, describe the benefits offered. (Enter here or attach a narrative.)

d. Other  See Attached, Item No. 3, Narratives.

Describe other benefits, if any, that your firm provides to your employees. (Enter here or attach a narrative.)

9. Do you offer the following services for your employees:

a. Pick up time cards at one or more City sites? Yes/No

b. Deliver pay checks to one or more City site? Yes/No

10. Enter here or attach a narrative which describes your pre-screening procedures for temporary employees assigned to the City of Sunnyvale.

See Attached, Item No. 3, Narratives.

11. Enter here or attach a narrative that describes how you will recruit for each category of employee you propose to provide, including your primary recruitment sources.

See Attached, Item No. 3, Narratives.

12. Enter here or attach a narrative that describes in detail how you plan to meet the City's start up date of December 1, 2012. Include the steps you will take; how you will handle existing
agency temporary employees on assignments; whether you are willing to accept transfer of current temporary employees from existing contract agencies without employee loss of benefits established with those agencies; etc. See Attached, Item No. 3, Narratives.

13. Indicate whether your firm has ever failed to complete any contract awarded to it. If so, note when, where and why. (Enter here or attach a narrative.)
   No

14. Indicate whether your firm has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors.
   No

15. List subcontractors, if any, who will provide personnel or services under this contract.

A. Company We will not be utilizing subcontractors for this contract.
   Location ________________________________
   Subcontractor's role under this contract ________________________________

B. Company ________________________________
   Location ________________________________
   Subcontractor's role under this contract ________________________________

C. Company ________________________________
   Location ________________________________
   Subcontractor's role under this contract ________________________________

Complete this section only if you are interested in and capable of providing this category of temporary personnel to the City of Sunnyvale.

1. List of the number of active files (candidates who registered within one year) at your local for each of the following classifications. See Attached, Item No. 3, Narratives.

<table>
<thead>
<tr>
<th>Classification</th>
<th>No. of Files</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Checker (Non Structural)</td>
<td>____________</td>
</tr>
<tr>
<td>Building Inspector</td>
<td>____________</td>
</tr>
</tbody>
</table>
Fire Protection System Inspector

2. Describe the pricing structure (hourly and markup rate) you propose for the following classifications: (Enter here or attach a narrative.) Hourly salary range includes all costs overhead, vacation, benefits, cars, computers, and cell phone.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Salary Range</th>
<th>Mark-Up Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Checker (Non Structural)</td>
<td>$75 - $95</td>
<td>15%</td>
</tr>
<tr>
<td>Building Inspector</td>
<td>$75 - $88</td>
<td>15%</td>
</tr>
<tr>
<td>Fire Protection System Inspector</td>
<td>$85 - $95</td>
<td>15%</td>
</tr>
</tbody>
</table>

3. List at least three organizations for whom you currently provide temporary personnel. Include the following information for each organization listed: organization name and address, the name and telephone number of a contact person, and the number of years doing business with the organization. (Enter here or attach a narrative.) See Attached, Item No. 3, Narratives.

ADDENDA

Proposer acknowledges receipt of the following Addenda: None issued.

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

SIGNATURE

[Signature]

Cyrus Kianpour, PE, PLS
Name (printed or typed)

650-522-2500
Telephone Number

650-522-2500
Fax Number

38-548137
Tax ID Number

cyrus@csgengr.com
Email Address

President

Title

October 2, 2012
Date

Sunnyvale Business License Number
EXHIBIT B
CITY OF SUNNYVALE

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance Consultant shall maintain limits no less than:

1. **Commercial General Liability**: $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.

2. **Automobile Liability**: $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

4. **Errors and Omissions** Liability Insurance appropriate to the Consultants Profession: $1,000,000 per occurrence.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

**Other Insurance Provisions**

The **general liability** policy shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.
ATTACHMENT A

4LEAF, INC. SERVICE AGREEMENT
SERVICE AGREEMENT BETWEEN CITY OF SUNNYVALE
AND 4LEAF, INC.
FOR TEMPORARY PERSONNEL
PLACEMENT SERVICES

THIS AGREEMENT, dated ________________, is by and between the CITY OF
SUNNYVALE, a municipal corporation ("CITY"), and 4LEAF, INC. ("AGENCY").

WHEREAS, on September 10, 2012, CITY issued Request for Proposals No. F13-09 for
temporary personnel placement services; and

WHEREAS, AGENCY has submitted a proposal in response to the Request for Proposals; and

WHEREAS, CITY has determined that AGENCY possesses the skill and expertise to perform the
required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Contract Documents

The complete Contract consists of the following documents: Request for Proposals No. F13-09
consisting of a Notice Inviting Proposals, Instructions to Proposers, Specifications, Terms and
Conditions; AGENCY's completed Proposal (Exhibit "A"); and negotiated documents. These documents
are all incorporated by reference. The documents comprising the complete contract are collectively
referred to as the Contract Documents.

Any and all obligations of the CITY and the AGENCY are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and
not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Contract Term

The term of the Agreement shall be effective December 1, 2012 through June 30, 2013, unless
otherwise terminated. At the option of the CITY the Agreement may be renewed for an additional
period of time not to exceed one year, as determined by the CITY.

3. Compensation

CITY agrees to pay AGENCY as outlined in Exhibit "A". Total compensation shall not exceed
Two Hundred Thousand and no/100 Dollars ($200,000.00). CITY may modify contract amount
dependent upon need and availability of funding. AGENCY's conversion policy and any costs
associated with said policy is hereby waived by AGENCY. Payment shall be made within thirty (30)
days of receipt of an accurate, itemized invoice by CITY'S Accounts Payable Unit.
4. **Conflict of Interest**

   No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement, AGENCY shall not accept an obligation which is inconsistent or incompatible with AGENCY's obligations under this Agreement.

   Pursuant to CITY's Standard Conflict of Interest Code (Exhibit "C") attached and incorporated by reference, CITY has determined that any individual performing services under this Agreement is required to file a Statement of Economic Interest (Form 700) which can be found at www.fppc.ca.gov.

5. **Confidential Information**

   AGENCY shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which AGENCY may become aware in the performance of its services.

6. **Compliance with Laws**

   (a) AGENCY shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.

   (b) AGENCY shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

7. **Independent Contractor**

   AGENCY is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and AGENCY. AGENCY is responsible for paying all required state and federal taxes.

8. **Indemnity**

   AGENCY shall indemnify, defend and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of AGENCY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

9. **Insurance**

   AGENCY shall take out and maintain during the life of this Agreement policies of insurance as specified on Exhibit "B", attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified.
10. **CITY Representative**

   Teri Silva, Director of Human Resources, as the City Manager’s authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

11. **AGENCY Representative**

   Michael Avidano shall represent AGENCY in all matters pertaining to the services and materials to be rendered under this Agreement. All requirements of AGENCY pertaining to the services to be rendered under this Agreement shall be coordinated through the AGENCY representative.

12. **Notices**

   All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

   To CITY:  
   Teri Silva, Director of Human Resources  
   CITY OF SUNNYVALE  
   P. O. Box 3707  
   Sunnyvale, CA 94088-3707

   To AGENCY:  
   Craig Tole, Business Development  
   4LEAF, INC.  
   2110 Rheem Drive, Suite A  
   Pleasanton CA 94588

   Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered.

   Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

13. **Assignment**

   Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

14. **Termination**

   If AGENCY defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to AGENCY. If CITY fails to pay AGENCY, AGENCY at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.
Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days’ written notice to AGENCY. In the event of such termination, AGENCY shall be compensated for services performed through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.

15. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

16. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By __________________________
City Clerk

APPROVED AS TO FORM:

By __________________________
City Attorney

CITY OF SUNNYVALE ("CITY")

By __________________________
City Manager

4LEAF, INC.
("AGENCY")

By __________________________
Title and Date

By __________________________
Title and Date
SECTION VI. PROPOSER RESPONSE PAGES (TO BE RETURNED)
Honorable City Council
City of Sunnyvale
Sunnyvale, California
The undersigned proposer hereby offers to provide temporary personnel placement services in strict compliance with the specifications, terms and conditions set forth in this Request for Proposals.

General Information

1. Company Name: 4LEAF, Inc.
2. Headquarters Address: 2110 Rheem Drive, Pleasanton CA 94588
3. Number of Locations Nationwide: 5 Number of California Locations: 4
   Number of Employees Nationwide: 85
   Average National Annual Business Volume Over Last Three Years $7,500,000.00
4. Local Office Information
   Address: 2110 Rheem Drive, Pleasanton CA 94588
   Number of Employees: 50
   Average annual business volume over last three calendar years $6,000,000.00
   Average annual staff turnover rate based upon last three calendar years 10%
   Number of Years Providing Temporary Personnel Placement Services at this Location: 11 years
   Office Manager: Maureen Vakalahi Telephone No. (925) 462-5959
   Primary Contact Person for the City of Sunnyvale:
   Name Craig Tole Telephone No. (925) 580-4055

Relevant Work Experience (Enter here or attach a resume.) Seven years of Building Department Project Management with 4LEAF and eight years of industry experienced. Resume attached at end of proposal.

5. Business Organization Type. Indicate whether your firm is an individual proprietorship, partnership, corporation, etc. Corporation

If incorporated, provide the following information:

Date of incorporation 03/30/2001
State of incorporation California
Names and Titles of All Officers and Directors:
Kevin Duggan, President
Gene Barry, P.E., Vice President
Bert Gross, M.E., Vice President
Craig Tole, Director of Business Development

If an individual or partnership, provide the following information:

Formation date of Company
Name and address of all partners, indicating whether they are general or limited partners: N/A

6. Agency Forms

Are you willing to develop, at your expense, an employment application, time card and other forms specifically for the City of Sunnyvale? Yes/No

7. Time Cards and Invoicing

a. Invoice Frequency: Monthly

b. Payment Terms: 30 Days from receipt of invoice

c. Can you accommodate reimbursement of mileage and out-of-pocket expenses? Yes/No?

If yes, describe proposed procedure and how reimbursement will be reflected on invoices. (Enter here or attach a narrative.)

Option A
If billable to the City of Sunnyvale, 4LEAF will demonstrate the charge with individual line items outlining the detail and nature of the expense. Attached to the invoice will be documentation of the expense. In the case of mileage, we will include the inspector's timecard with documented mileage. These charges will be added to the inspector's/consultants hourly compensation listed on the last page of the invoice.

Option B
Currently, 4LEAF is providing the City of Sunnyvale with an all inclusive rate. This rate includes all expenses necessary with performing daily inspections including mileage, tools of trade, consumables, etc. This does not include City mandated training.
d. Enter here or attach a narrative explaining:

1. **Your standard invoice procedure.**

   Upon acceptance of our designated employee time cards signed by a City Official, 4LEAF transfers the hours listed and multiplies the total per the agreed upon hourly rate. The invoice will list the employees name, number of hours worked, hourly bill rate, and total.

2. **How you propose to provide electronic invoices to the City of Sunnyvale.**

   4LEAF’s administrative team emails invoices monthly to both Ali Fatapour and Diane Perkins.

3. **How you propose to handle the City’s timekeeping process (recording hours by charge codes), both on timecards and on invoices.**

   4LEAF codes each task performed by 4LEAF personnel by distributing a task code. For example Building Inspection is B-10 On-Site Plan Review is B-20, etc. Our office personnel will apply the contracted rate from each task on the subsequent invoice to ensure accuracy.

8. **Employee Benefits**

   a. **Insurance**

      Enter here or attach a narrative which provides the following information about each type of insurance listed: whether you provide the insurance to your employees, eligibility requirements, cost to employee, employee coverage type and limits, the availability and cost of family coverage, and deductibles.

   **Medical:**

   4LEAF, Inc. offers health care benefits through California Choice. Full-time employees become eligible to participate in this health plan on the 1st of the month following 60 days of full-time service. Employees have the choice of enrolling in the Kaiser $30 Copay plan or the Anthem Blue Cross $1000 PPO plan. 4LEAF will pay 100% of the employees’ premium for the Kaiser HMO 30 plan. If an employee chooses the Anthem Blue Cross 1000 PPO plan, the employee is responsible for paying the difference in cost for the premium. Employees will also be responsible for paying additional premiums if there are eligible dependents to include to the available health plans. Please note that many employees can pay their portion of the premiums on a pre-tax basis by simply enrolling in the Section 125 plan offered by 4LEAF.

   The Kaiser HMO Plan has a $0 deductible and $30 co-pay for doctor visits. The Anthem Blue Cross $1000 PPO plan has $1000 deductible and $40 co-pay for doctor visits.
Dental & Vision
4LEAF offers dental and vision material insurance benefits with Ameritas. Full time employees become eligible to participate in the dental plan on the 1st of the month following 60 days of full-time service. 4LEAF will pay the employees' monthly premium. Employees will be responsible for contributing the remaining premiums to add eligible dependents to the dental plan. Employees may make their portion of the premium payment pre-tax by enrolling in the Section 125 Plan offered by 4LEAF.

Dental coverage includes a $2,000 Annual Maximum In Network / $1,500 Annual Maximum Out of Network per person. Please refer to your employee enrollment booklet for more details. Here is a brief summary of benefits:

<table>
<thead>
<tr>
<th>Preventive Services</th>
<th>Basic Services</th>
<th>Major Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% In / 100% Out</td>
<td>90% In / 80% Out</td>
<td>60% In / 50% Out</td>
</tr>
<tr>
<td>NO DEDUCTIBLE</td>
<td>$50 Annual Deductible</td>
<td>$50 Annual Deductible</td>
</tr>
<tr>
<td>Routine Exams</td>
<td>Fillings</td>
<td>Crowns</td>
</tr>
<tr>
<td>X-rays</td>
<td>Extractions</td>
<td>Dentures</td>
</tr>
<tr>
<td>Cleanings</td>
<td>Periodontics</td>
<td>Inlays &amp; Outlays</td>
</tr>
<tr>
<td></td>
<td>Endodontics</td>
<td>Bridges</td>
</tr>
</tbody>
</table>

Life

4LEAF does not offer a Company Sponsored Life Insurance Plan, however 4LEAF will schedule appointments with our Insurance Broker:

All employees may choose to meet with representatives from David White & Associates to review the employee benefits package. Please contact Maureen Vakalahi to coordinate or schedule a meeting time. David White & Associates has been in the bay area for over 30 years and specializes in assisting individuals with personal investments and insurance planning. Additional investments and insurance plans may be purchased through their services.

♦ David Lucas, ChFC (925) 277-2629
♦ Email: dlucas@dwassociates.com
♦ www.dwassociates.com

Long-Term Disability

4LEAF does not offer a Company Sponsored Long-Term Disability Plan, however options are available with our Broker David White and Associates, listed above.
b. Paid Leaves

Enter here or attach a narrative which provides the following information about each type of leave listed below: whether you provide the leave to your employees, the amount of leave provided, and eligibility requirements for each type of leave.

Vacation Leave
Vacation days are accrued every two weeks. The maximum number of vacation days you can accrue is 20 days. The maximum number of vacation days you can roll over from year to year is 10 days. If your vacation balance reaches the maximum, then your accrual will stop. Before you can begin accruing again, you must drop below the maximum accrual by taking some time off.

<table>
<thead>
<tr>
<th>Months of Service</th>
<th>Vacation Days Accrual per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 60</td>
<td>10</td>
</tr>
<tr>
<td>61 – 120</td>
<td>15</td>
</tr>
<tr>
<td>121+</td>
<td>20</td>
</tr>
</tbody>
</table>

Holiday Leave
4LEAF provides regular full-time employees eight (8) paid holidays each year.

- New Year’s Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day following Thanksgiving Day
- Christmas Day

Disability or Sick Leave
Accrued sick time becomes available after 60 days of service. Sick time is accrued every two weeks at 1.54 hours per pay period for full-time employees. Employees may take up to 5 sick days per year. Sick days are not carried over from one year to the next.
c. Retirement

Do you provide retirement benefits for your employees? Yes/No?

If yes, describe the benefits offered. (Enter here or attach a narrative.)

The Hartford 401K

Employees over the age of 21 become eligible to enroll in 4LEAF’s 401K Plan after 3 months of service. Open enrollment periods are January 1st and July 1st. Each employee who enrolls may defer up to $17,000 (pre-tax) per year of earned income. Any employee 50 years or older may defer up to $22,500. Loans are available. There is a tax penalty on distribution prior to age 59 ½.

d. Other

Describe other benefits, if any, that your firm provides to your employees. (Enter here or attach a narrative.)

9. Do you offer the following services for your employees:

a. Pick up time cards at one or more City sites? Yes/No

Time Cards can be submitted to 4LEAF remotely through email or facsimile

b. Deliver pay checks to one or more City site? Yes/No

4LEAF provides Direct Deposit to its employees at no cost to the employee. In addition, 4LEAF mails the pay stub to each employee’s designated address.

10. Enter here or attach a narrative which describes your pre-screening procedures for temporary employees assigned to the City of Sunnyvale.

4LEAF staff pre-qualifies staff before placement within a jurisdictional environment. 4LEAF holds both a phone interview and face-to-face interview. Prospective employees are required to provide a resume and completed application with a signature authorizing 4LEAF to conduct a background check.

11. Enter here or attach a narrative that describes how you will recruit for each category of employee you propose to provide, including your primary recruitment sources.

Employee/Client referrals
Advertisements through iccsafe.org
Advertisements through other publications
12. Enter here or attach a narrative that describes in detail how you plan to meet the City's start-up date of December 1, 2012. Include the steps you will take; how you will handle existing agency temporary employees on assignments; whether you are willing to accept transfer of current temporary employees from existing contract agencies without employee loss of benefits established with those agencies; etc.

4LEAF maintains a large database of employees available for consulting contract services for municipalities. 4LEAF will offer opportunities to our employees working in other agencies if the position would be a mutual benefit to our employees career or personal well being. 4LEAF has the resources to prevent transferring employees for the companies benefit.

13. Indicate whether your firm has ever failed to complete any contract awarded to it. If so, note when, where and why. (Enter here or attach a narrative.)

N/A

14. Indicate whether your firm has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors.

N/A

15. List subcontractors, if any, who will provide personnel or services under this contract.

N/A

A. Company
   Location
   Subcontractor's role under this contract

B. Company
   Location
   Subcontractor's role under this contract

C. Company
   Location
   Subcontractor's role under this contract
Complete this section only if you are interested in and capable of providing this category of temporary personnel to the City of Sunnyvale.

1. List of the number of active files (candidates who registered within one year) at your local for each of the following classifications.

<table>
<thead>
<tr>
<th>Classification</th>
<th>No. of Files</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Checker (Non Structural)</td>
<td>10</td>
</tr>
<tr>
<td>Building Inspector</td>
<td>45</td>
</tr>
<tr>
<td>Fire Protection System Inspector</td>
<td>4</td>
</tr>
</tbody>
</table>

2. Describe the pricing structure (hourly and markup rate) you propose for the following classifications: (Enter here or attach a narrative.)

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Salary Range</th>
<th>Mark-Up Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Checker (Non Structural):</td>
<td>$35 - $55</td>
<td>1.80 – 2.20</td>
</tr>
<tr>
<td>Building Inspector:</td>
<td>$30 - $55</td>
<td>1.55 – 2.20</td>
</tr>
<tr>
<td>Fire Protection System Inspector</td>
<td>$45 - $55</td>
<td>2.00 – 2.30</td>
</tr>
</tbody>
</table>

We have provided a typical salary range for the classifications listed above. In the past, our listed mark-up may adjust up or down due to circumstances of market demand. Currently, 4LEAF is providing inspection services to the City of Sunnyvale at a mark-up rate of approximately 1.55.
3. List at least three organizations for whom you currently provide temporary personnel. Include the following information for each organization listed: organization name and address, the name and telephone number of a contact person, and the number of years doing business with the organization. (Enter here or attach a narrative.)

<table>
<thead>
<tr>
<th>Client Name</th>
<th>City of Palo Alto</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Contact</td>
<td>Larry Perlin, P.E., Chief Building Official</td>
</tr>
<tr>
<td>Client Telephone</td>
<td>Office: (650) 329-2550</td>
</tr>
<tr>
<td>Client Address</td>
<td>285 Hamilton Ave, Palo Alto, CA 94301</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Larry.Perlin@CityofPaloAlto.org">Larry.Perlin@CityofPaloAlto.org</a></td>
</tr>
<tr>
<td>Services</td>
<td>Plan Review Engineering, Counter Technicians, and Building Inspection Services</td>
</tr>
<tr>
<td>Dates of Service</td>
<td>2007 - Present</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client Name</th>
<th>City of Dublin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Contact</td>
<td>Gregory Shreeve, C.B.O., Chief Building Official</td>
</tr>
<tr>
<td>Client Telephone</td>
<td>Office: (925) 833-6620</td>
</tr>
<tr>
<td>Client Address</td>
<td>100 Civic Plaza, Dublin, CA 94568</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Gregory.shreeve@ci.dublin.ca.us">Gregory.shreeve@ci.dublin.ca.us</a></td>
</tr>
<tr>
<td>Services</td>
<td>Plan Review, Counter Technicians, Code Enforcement, Waste Management, Capital Projects, and Building Inspection Services</td>
</tr>
<tr>
<td>Dates of Service</td>
<td>2002 - Present</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client Name</th>
<th>City of Cupertino</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Contact</td>
<td>Albert Salvador, P.E., C.B.O., Building Official</td>
</tr>
<tr>
<td>Client Telephone</td>
<td>Office: (408) 777-3328</td>
</tr>
<tr>
<td>Client Address</td>
<td>10300 Torre Avenue, Cupertino, CA 95014-3255</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:AlbertS@Cupertino.org">AlbertS@Cupertino.org</a></td>
</tr>
<tr>
<td>Services</td>
<td>Plan Review and Inspection Services</td>
</tr>
<tr>
<td>Dates of Service</td>
<td>2010 - Present</td>
</tr>
</tbody>
</table>
ADDENDA
Proposer acknowledges receipt of the following Addenda:

Number : There has been no addenda issued to 4LEAF.

Date
Number
Date
Number
Date

SIGNATURE

Signature
Craig Tole

Name (printed or typed)
Director of Business Development

Title
October 3, 2012

Date

Telephone Number: (925) 462-5959

Fax Number: (925) 462-5958

Tax ID Number: 94-3393574

Sunnyvale Business License Number: #061703
EXHIBIT B
CITY OF SUNNYVALE

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance Consultant shall maintain limits no less than:

1. **Commercial General Liability**: $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.

2. **Automobile Liability**: $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: $1,000,000 per occurrence.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

**Other Insurance Provisions**

The **general liability** policy shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.