

## ATTACHMENT 2

### DRAFT TEMPORARY PERSONNEL SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND APPLEONE EMPLOYMENT SERVICES

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and APPLEONE EMPLOYMENT SERVICES ("AGENCY").

WHEREAS, on March 17, 2017, CITY issued Request for Proposals No. F17-094 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 the proposal submitted by AGENCY is the best and most advantageous for CITY and that AGENCY possesses the skill and expertise to perform the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by AGENCY

AGENCY shall provide services in accordance with Request for Proposals No. F17-094 specifications, terms and conditions, and proposer's completed response (Exhibit "A").

AGENCY shall provide qualified individuals to provide temporary personnel services, as needed. Each individual performing the required services under this Agreement shall be approved by CITY in advance.

2. Time for Performance

The term of the Agreement shall be effective July 1, 2017 through June 30, 2019, unless otherwise terminated. The Agreement may be extended for three additional one-year periods at the option of CITY.

3. Duties of CITY

CITY shall supply any documents or information available to City required by AGENCY for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

CITY shall also provide a work space; access to standard office equipment, including telephones; and materials and supplies, as required, while working at a CITY facility.

4. Compensation

CITY agrees to pay AGENCY at the rates set forth in Exhibit "A" attached and incorporated by reference. Total compensation shall not exceed Four Hundred Thousand and No/100 Dollars (\$400,000.00).

AGENCY shall submit invoices to CITY no more frequently than monthly for services provided to date. AGENCY shall submit a weekly time card to CITY staff for approval. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Ownership of Documents

CITY shall have full and complete access to AGENCY's working papers, drawings and other documents during progress of the work. All documents of any description prepared by AGENCY shall become the property of the CITY at the completion of the project and upon payment in full to the AGENCY. AGENCY may retain a copy of all materials produced pursuant to this Agreement.

6. 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 employment or an obligation which is inconsistent or incompatible with AGENCY's obligations under this Agreement.

Pursuant to CITY's Standard Conflict of Interest Code 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).

7. 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.

8. Compliance with Laws

- (a) AGENCY shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of AGENCY or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of AGENCY's employment practices and to all of AGENCY's activities as a provider of services to the City.

- (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.
- (c) AGENCY acknowledges that it is responsible for compliance with all requirements of the Patient Protection and Affordable Care Act. Further, AGENCY acknowledges that it will offer compliant health insurance coverage to any of its employees assigned to the CITY who meet the eligibility criteria of the Patient Protection and Affordable Care Act.
- (d) AGENCY understands that City is a public agency member of the California Public Employees Retirement System ("CalPERS") and is required to comply with CalPERS rules and state law related to membership and administration, and that CalPERS maintains and implements, from time to time, certain rules related to CalPERS members or annuitants. Such rules may be applicable to CalPERS members and annuitants hired by Agency and performing work through Agency for the City of Sunnyvale. Agency agrees to cooperate with City in complying with any requirements established by the CalPERS and/or assist the City in complying with CalPERS requirements to the fullest extent possible with respect to Agency's employees. Such requirements may include, but are not limited to requiring employees to complete the CalPERS notice of exclusion form, complying with CalPERS rules requiring payment of members and annuitants consistent with rates in published City salary schedules for City positions performing similar work, disclosing their employees' actual pay rates, and assisting the City in collecting employee contributions.

9. Independent AGENCY

AGENCY is acting as an independent AGENCY 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.

10. Indemnity

AGENCY shall indemnify, defend, and hold harmless the CITY, 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, caused in whole or in part by any negligent act or omission of AGENCY, any subagency, 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 the CITY.

11. Insurance

AGENCY shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "B" attached and incorporated by reference, and shall provide all certificates and endorsements as specified in Exhibit "B".

12. City Representative

Teri Silva 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.

13. AGENCY Representative

Laura Richardson, 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 or materials to be rendered under this Agreement shall be coordinated through the AGENCY representative.

14. Payroll Hours Reporting

AGENCY is responsible for submitting a bi-weekly hours report to CITY which identifies temporary personnel and hours worked for each pay period as well as a cumulative total. The report shall be based on the CITY'S fiscal year, which is July 1-June 30. AGENCY is responsible for retaining timecards for temporary personnel and shall provide timecard detail to CITY upon request. The hours report shall be submitted to:

Michelle Ahlberg  
City of Sunnyvale  
Human Resources Manager  
505 W. Olive Avenue, Suite 200  
Sunnyvale, CA 94086  
Phone: (408) 730-3021  
Email: mahlberg@sunnyvale.ca.gov

15. 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 sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

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

To AGENCY: Laura Richardson, Executive Vice President  
APPLEONE EMPLOYMENT SERVICES  
1999 West 190<sup>th</sup> Street  
Torrance, CA 90504

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. 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 business days after mailing.

16. Assignment

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

17. Termination

- A. 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. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) 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.
- B. 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 in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) 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.
- C. If CITY fails to pay AGENCY, AGENCY at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

18. 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 in writing signed by all parties.

19. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

20. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

APPLEONE EMPLOYMENT SERVICES  
("AGENCY")

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
\_\_\_\_\_  
Title and Date

By \_\_\_\_\_  
\_\_\_\_\_  
Title and Date

# RESPONSE TO RFP

RFP Number: F17-094



## TEMPORARY PERSONNEL PLACEMENT SERVICES

**Presented to:**  
City of Sunnyvale

**Response Due Date/Time:**  
Friday, April 7, 2017 / 3:00 PM PST

**Submitted to:**  
City of Sunnyvale  
Purchasing Division  
City Hall Annex  
650 West Olive Avenue  
Sunnyvale, CA 94086

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1999 West 190<sup>th</sup> Street, Torrance, California 90504 | Office Phone: (310) 750-3400

7 April 2017

City of Sunnyvale  
Purchasing Division  
City Hall Annex  
650 West Olive Avenue  
Sunnyvale, California 94086

**Subject:** Response to RFP # F17-094 – Temporary Personnel Placement Services

The Company welcomes the opportunity to re-present our services to the City of Sunnyvale, California. As the current incumbent, we have been successfully providing Temporary Personnel Placement Services to the City of Sunnyvale since 2007. The Company is one of the largest privately held human capital management companies in the United States and has over 250 offices throughout North America to support recruiting and bring local labor market knowledge and talent to the City of Sunnyvale (Sunnyvale).

The Company will provide Sunnyvale with day-to-day project management from our Company office in Santa Clara located at 4655 Old Ironsides Drive, #190, Santa Clara, CA 95054, where primary point of contact and Project Manager will facilitate follow-up and follow through, attend meetings, coordinate resources, services and support and available directly by phone or email.

The Company is the wholly-owned subsidiary of The Group, and supports all organization units through identification and management of both government and public sector entities at the Local, State, and Federal levels. In order to ensure that government entities receive exemplary service, The Group created the Government Solutions division to fulfill the specific needs of government and public sector customers, such as Sunnyvale. This division consistently tracks milestones and deliverables, addresses all quality control issues, adheres to budgeting cycles, and maintains constant lines of open communication in order to remain proactive with regard to all contractual and service issues. As we move forward to grow our public sector relationships, Company will be the servicing division for all future contracts and procurement opportunities.

The Company will provide Sunnyvale with excellent service that presents lasting solutions while remaining cognizant of the taxpayer's dollar. The Company acknowledges receipt, review of this solicitation, and any Amendment(s) issued by Sunnyvale. If you have any questions, please feel free to contact me by phone or via email.

On behalf of our Chief Executive Officer, CEO, The Company's proposal centers around three important and interconnected themes: continuity, competence, and responsiveness:

**Continuity.** Our proposal builds from the experience and successful accomplishments from our current and past support of federal agencies and commercial clients. The Company is positioned to provide Sunnyvale with highly skilled and experienced personnel who will support all of the performance requirements of the Sunnyvale contract. We have a proven track record in customer support, customer relationship management, and on budget and on-time delivery of very large-scale enterprise programs.

**Competence.** Our management team and key experienced personnel are all highly knowledgeable and skilled in supporting all aspects of the Sunnyvale contract. We look forward to continuing to provide quality service while enhancing existing systems. Our team embodies the full range of expertise required to perform all project tasks, as contemplated by the proposed RFP requirements, at the highest level of competence and effectiveness. The Company strives to deliver business solutions that meet Sunnyvale's vision, mission, and long-term goals.



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1999 West 190<sup>th</sup> Street, Torrance, California 90504 | Office Phone: (310) 750-3400

**Responsiveness.** A key to our success is our capability and willingness to mobilize required resources quickly to organize and perform time-sensitive assignments. This emphasis on agility and responsiveness to client needs is a hallmark of The Company's client-centered approach to project management. We offer similar responsiveness in our proposed approach to the Sunnyvale contract, and this will be a major feature of the services we will provide to Sunnyvale.

The Company's proposal reflects our many years of proven innovated processes that are benchmarked by ISO 9000 principles. Our management plan delivers value via efficiency through our program technology that supports better management insight into resources, real time status on processing, and report generation via electronic management dashboards that combine to drive efficiencies in your production facilities. It is our hope your final evaluation will reflect our innovation, which is an investment on our part at no cost to the government.

Further, we present to you a secure integrated industry-leading program that proactively addresses vulnerabilities immediately, and is implementable with measurable results, within your budget constraints.

Thank you for considering The Company for your recruiting and staffing needs. We look forward to working with you, will do everything necessary to ensure that the ACT•1 Group/Company contract delivery and is positive, productive and long-term, and most importantly, fulfills the objectives of the City of Sunnyvale.

Sincerely,

A handwritten signature in black ink, appearing to read "Laura Richardson", with a long horizontal flourish extending to the right.

Laura Richardson  
Executive Vice President  
The Group/Company

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## EXECUTIVE SUMMARY

The Company is a privately held corporation, which was founded in 1964 and incorporated in 1968 by its then President created an agency that would meet an emerging market for both direct hire and temporary staffing augmentation. Over the last 52 years, The Company has provided the best in temporary staffing and is currently supporting over 250 government entities at the Local, State, and Federal levels.

Later joined and now led by Chief Executive Officer CEO, The Company has grown from a single-desk staffing agency to 225 brick and mortar offices in every major city in the United States to become the largest privately held, woman and minority owned workforce management company in the nation.

Supported by 2,013 internal employees, The Company annually processes 900 W2's, places over 145,000 people at thousands of clients throughout the United States and 19 countries. The Company wholeheartedly welcomes the opportunity to build a solid and long-term relationship with Sunnyvale in providing high quality Temporary Staffing Services.

The Company has a substantial history of partnering with public sector clients to improve the level of service on time and within the approved budget. We know that having the best in temporary staffing services is integral to the success of Sunnyvale. The Company's precise and comprehensive methods for providing staffing services to Sunnyvale will ensure that Sunnyvale obtains the maximum projected value for each tax payer dollar of expenditure.

**Specialized Staffing Services & Divisions:** The Company is comprised of the following Specialized Services divisions that deliver a multitude of staffing solutions. Each division's area of expertise delivers unparalleled results for our government clients.

- ◆ **Temporary and Direct-Hire Services:** As The Company's initial department, Temporary Services handles multiple job classifications. The Company's direct-hire placement division takes the risk out of hiring direct-hire employees with a variety of innovative and cost-effective programs that offers financial flexibility. The Company's nationwide recruitment methods include a vast database with over 120,000 candidates who are ready to start an assignment welcoming a new opportunity at a moment's notice.
- ◆ **IT Staffing Division:** From its inception, The Company has been providing reliable temporary staffing in a variety of professional and technical areas. In the early 1990s, The Company established a dedicated IT division: At-Tech. At-Tech is focused on meeting IT support service requirements for its client base, which includes both public sector entities on the Local, State, and Federal levels, as well as large and small business enterprises.
- ◆ **Commitment to Government:** The Company is dedicated to fulfilling the unique requirements of public sector entities. As we aid Sunnyvale by providing highly qualified professional personnel, we also help uplift communities by assisting and teaming with minority, woman-owned, and small disadvantaged businesses. The Company also has dedicated departments staffed with specialists to provide support for our Government customers. These departments include a Quality Assurance Team, ISO Certification and Compliance Team, Invoicing and Payroll Department, Risk Management Department, Legal Department, Training and Implementation Department, HR and Benefits Department.

The Company has the experience, knowledge, and staff resources to provide end-to-end recruiting and staffing support to Sunnyvale. Along with the functional requirements needed to fulfill Sunnyvale's recruitment and staffing needs, we will also work directly to ensure that agency-wide strategic plans and missions requirements are prioritize and fulfilled. The Company brings significant experience in the alignment of recruitment and hiring strategies to meet Sunnyvale's mission requirements.

### Market Experience

The Company has become an expert in recruiting for the Job Classes listed by Sunnyvale. We specialize in Administrative, Customer Service, Accounting, Information Technology, Call Centers, Human Resources, Marketing, Medical and most municipal positions.

- ◆ **Clerical/ Business Professionals Staffing:** Company remains committed to creating “client-for-life” relationships. With our multitude of effective recruitment techniques, state-of-the-art testing programs, and technological capabilities, Company provides quality clerical and administrative candidates to its customers. Company’s recruitment methods include a vast database with over 120,000 candidates who are ready to start assignment at a moment’s notice. In addition, our skill assessment program has been designed to test a variety of skill sets, which increases client productivity. Our technological capabilities are user-friendly and they allow our clients to browse hundreds of resumes so that our clients may choose the right candidate.
- ◆ **Finance and Accounting Staffing:** The Company has a dedicated division focused exclusively on accounting and financial staffing. Combining four decades of specialized recruitment with an expansive national database of professionals ensures that this division delivers the best people. Most accounting professionals that The Company represents come to us through referral, and our clients retain The Company’s services because of our reputation for delivering quality candidates.
- ◆ **IT Staffing:** From its inception, The Company has been providing reliable temporary staffing in a variety of professional and technical areas. In the early 1990s, The Company established a dedicated IT division: At-Tech. At-Tech is focused on meeting MIS and IT support service requirements for its client base, which includes both large and small business enterprises, as well as public sector entities on the Local, State, and Federal levels. The Company provides corporate high-tech businesses and government entities with cost-effective solutions, and places high-end technical and IT candidates in areas including: Microcomputer Specialists, Telecommunications Coordinator, Network Planning Analysts, Network Services Technicians, Data Network Specialists, Network Systems Engineers/Architects, Programmer Analysts, Database Architects and Administrators, Web Developers, System Administrators, Business Objects Administrators, FileNet Specialists, IS Business Analysts, IS Project Managers, Application Developers, Helpdesk Analysts, and Technical Writers.

### Experience with Public Sector Agencies

In order to ensure that government entities such as Sunnyvale receive exemplary service, we developed our Government Solutions Division to fulfill the specific needs of our public sector clients. Through this division, The Company currently supports public sector entities at the Local, State, and Federal levels, including hundreds of cities, counties, and transportation authorities. Company works closely with all of our organizational units to deliver quality solutions to our clients.

### GENERAL INFORMATION

In accordance with the Request for Proposal (RFP), The Company has provided responses to General Information questions 1 – 7.c. on the attached response pages.

## 7. TIME CARDS AND INVOICING

The Company has current policies in place to successfully meet the needs of the City. Our time card and invoicing processes are described below.

### **7.c. Mileage Reimbursement**

The Company provides mileage reimbursement. This information is reported on our invoice and reflects total number of miles, to/from destinations, and purpose of trip.

#### **7.d.1. Standard Invoice Procedure**

As the incumbent, The Company's standard invoice procedures are aligned to the City of Sunnyvale needs. Our electronic invoice procedure is described in Section 7.d.2 Electronic Invoices.

#### **7.d.2. Electronic Invoices**

The Company 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, The Company will work with the appropriate City representative(s) to modify its invoice process and ensure that The Company remains fully compatible with the City's invoice processing requirements. The Company full-time staff of software professionals and billing analysts can make any necessary changes in the invoicing process within twenty-four (24) hours.

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

#### **7.d.3. Timekeeping Processes**

As the incumbent contractor, our current process requires temporary associates to complete the timecard, obtain their Manager's signature and to scan approved timecards to our local branch office. We are prepared to deliver time cards as necessary to accommodate the City. In addition, The Company uses an online time reporting system described below.

Through the use of an electronic time reporting system which automatically feeds into our payroll system. We use a leading edge technology named AccelerationATS as our Recruiting and Payrolling System. This system tracks all of our job orders, candidates, and eventually placement information. Once a placement is made, we use our Electronic Time Reporting product to track all of the necessary time and billing information needed to seamlessly integrate with our back office and payroll provider, eliminating double entries and avoiding mistakes being into our payroll system.

- ◆ **Time Entry Process:** When a candidates starts on a new assignment, they are issued a user id and password and trained on how to use our electronic time reporting system. A time report "Approver" is set up in the system along with a back-up approver. The employee then has the option of entering their time in daily or at the end of each week. They can enter time by project codes providing detailed descriptions. We will automatically processes overtime rules according to the state the work is being conducted in.

- ◆ Time Approval Process: Once the final weekly timecard is submitted by the employee, the system then notifies the “Approver” to log into the system to review and approve or reject the timecard. If it is approved, the information is automatically fed into our invoicing and payrolling system.

## 8. EMPLOYEE BENEFITS

The Company offers a comprehensive benefits plan for its Contract Associates. The subsequent paragraphs provides a complete description of our benefits package.

### 8.a. Insurance

The Company provides numerous benefits and incentives to its temporary employees. These include a 401(k) plan, comprehensive medical benefits, bonus and incentive programs, and continuing education opportunities. In addition, The Company will work with the City to customize a benefits and incentive program according to the City's requirements. Following are some of the components of the benefits and incentives that are offered to The Company temporary personnel. Details of actual benefits and incentives utilized are determined during the contract/implementation phase.

**Medical Benefits** - Currently, the following two (2) types of coverage are offered:

- ◆ **Basic Limited Coverage.** All temporary associates and contractors are automatically eligible to enroll in our limited individual benefit program offered by BenefitProtect. This non-catastrophic coverage is 100% employee-funded and issued on a guarantee issue basis through Allstate (with a Vision rider). Dental and Life options are also available. This plan is payroll deducted and is designed to provide affordable minimal basic coverage for associates, at no cost to our clients.
- ◆ **Expanded Limited Coverage.** Since Basic Limited Coverage may not meet the needs of all associates and contractors, a more inclusive limited medical coverage program through BenefitProtect is available upon client's request. Like the Basic Limited Coverage, this program is guarantee issue and 100% employee-funded, with Dental and Vision available.

**Dental Benefits:** The Company offers dental options to our employees. Temporary employees may choose between Aetna Dental DMO or Principal Dental PDP plans.

**Vision Benefits:** In addition to the included vision coverage provided in the benefits packages listed above, employees also have the option to purchase coverage through Blue Anthem Vision.

**Life Benefits:** The Company offers Group Term Life Insurance through Anthem Blue Cross - \$10,000 Basic Life/AD&D which automatically comes with medical coverage. The rate varies for supplemental life and is offered by Anthem Blue Cross. First time enrollees get \$200,000 guarantee issue if elected.

**Long-Term Disability:** The Company offers long-term disability coverage through MetLife, which automatically is offered if an employee elects group medical coverage.

### 8.b. Paid Leaves – Vacation, Holiday, and Disability or Sick

The Company authorizes overtime only with prior client approval. Temporary employees are compensated according to the mandates of the Fair Labor Standards Act, the Service Assignments Act and other regulations covering the pay for hourly (non-exempt) and professional (exempt) employees. Weekend pay is overtime, in accordance with applicable State laws, and shift differential. The Company will work with the City to develop holiday, sick leave and vacation leave pay plans, as required.

### 8.c. Retirement



The Company offers its temporary personnel a 401(k) retirement Savings plan. This plan provides employees the opportunity to save money, pay less in taxes and earn money for their future. The Company's personnel are eligible for the plan after completing three (3) months of service. Personnel may elect to contribute (defer) from 1% to 50% of their compensation on a pre-tax limit, up to an annual limit set by the IRS.

**8.d. Other**

Continuing Education Opportunities - In addition to standard benefits, The Company can offer numerous educational opportunities including:

- ◆ Discounted tuition to CNU (California National University), an accredited, online distance learning university
- ◆ Access to Company's online educational programs, including call center protocols, customer service, self-assurance, computer programs, managerial skills
- ◆ Access to ProveIt!, a customizable, web-based training system containing over 250 applications and evaluations

**Direct Deposit:** The Company offers its temporary personnel and contractors the ability to have their paychecks directly deposited in their bank accounts (EFT/ACH). If the employee or contractor chooses this option, a paycheck stub is either mailed to them or available for pick up at the Company branch office, depending on the preference of that temporary employee or contractor.

**Domestic Partners Benefits:** The Company recognizes Domestic Partnerships where legally applicable. To register a domestic partner, an employee simply needs to complete a declaration for domestic partners form, similar to what is required for a marriage declaration.

**Unemployment Insurance:** Our employees are covered by standard unemployment insurance at varying levels depending on the state in which they reside and work. The Company is a registered company in nearly all 50 states and have active unemployment insurance accounts in nearly all of those states.

**Worker's Compensation Insurance:** All of our employees are covered by minimum levels of worker's compensation insurance depending on the state in which they reside and work. The Company provides a thorough orientation on Safety at Work policies during our orientation program. Each employee is required to read, review and acknowledge receipt of the Safety Policy Program before beginning work. Our worker's compensation filing process is fast and efficient to make sure all needs of the worker are met when attending to critical injuries.

## 9. SERVICES FOR EMPLOYEES

The Company maintains accuracy of timekeeping and payroll through the use of an electronic time reporting system which automatically feeds into our payroll system. We use a leading edge technology named AccelerationATS as our Recruiting and Payrolling System. This system tracks all of our job orders, candidates, and eventually placement information. Once a placement is made, we use our Electronic Time Reporting product to track all of the necessary time and billing information needed to seamlessly integrate with our back office and payroll provider, eliminating double entries and avoiding mistakes being into our payroll system.

### **9.a. Time Card Pick-Up**

As the incumbent contractor, our current process requires temporary associates to complete the timecard, obtain their Manager's signature and to scan approved timecards to our local branch office. We are prepared to deliver time cards as necessary to accommodate the City. In addition, The Company uses an online time reporting system described in Section 7.D. Time Card.

### **9.b. Pay Check Delivery**

The Company is capable of delivering pay checks to its contract associates providing temporary personnel services to the City. As the incumbent, we currently offer temporary personnel and contractors the ability to have their paychecks directly deposited in their bank accounts (EFT/ACH). If the employee or contractor chooses this option, a paycheck stub is either mailed to them or can be accessed via an online portal. If an individual does not receive direct deposit, The Company offers a pay card. This form of payment has similar functions as a debit card.

10. PRE-SCREENING PROCEDURES FOR THE CITY OF SUNNYVALE

As the incumbent, The Company conducts its standard pre-screening services for temporary employees assigned to the City of Sunnyvale contract. In addition, we understand that recently retired public employees receiving California Public Employees' Retirement Law (CalPERS) are not eligible to work on the contract due to the City of Sunnyvale's policies and procedures regarding CalPERS contributions.

## 11. RECRUITING SOURCES

One of the reasons for The Company's continued success in quickly supplying high-quality staff is our recruiting and matching processes. The Company will use its proven recruiting practices and implement a staffing and recruiting plan that reflect industry trends in technology, skill demands, and compensation structures. The Company employs management practices designed to effectively recruit and hire skilled professionals for any position, which has been vital to our business success.

Factors such as environment, structure, culture, tasks and goals are all important considerations for obtaining the best qualified candidates. Through department needs analysis and benchmarking, we are able to recruit candidates who not only meet the needs of the City, but identify candidates with the strongest likelihood to succeed in your particular working environments. Hence, we can proactively recruit, hire, train and retain quality personnel for the City.

Recruiting efforts will include identifying and screening potential, highly qualified personnel from the open market. We use powerful proprietary systems, such as JobCaster, which assists The Company's recruiting professionals in writing and placing employment advertisements. We also employ on-line registration and database systems that allow us to aggregate and maintain a vast pool of local, qualified candidates, giving our Anaheim branch instant access to the right people at the right time.

### **Proprietary Recruiting Tools**

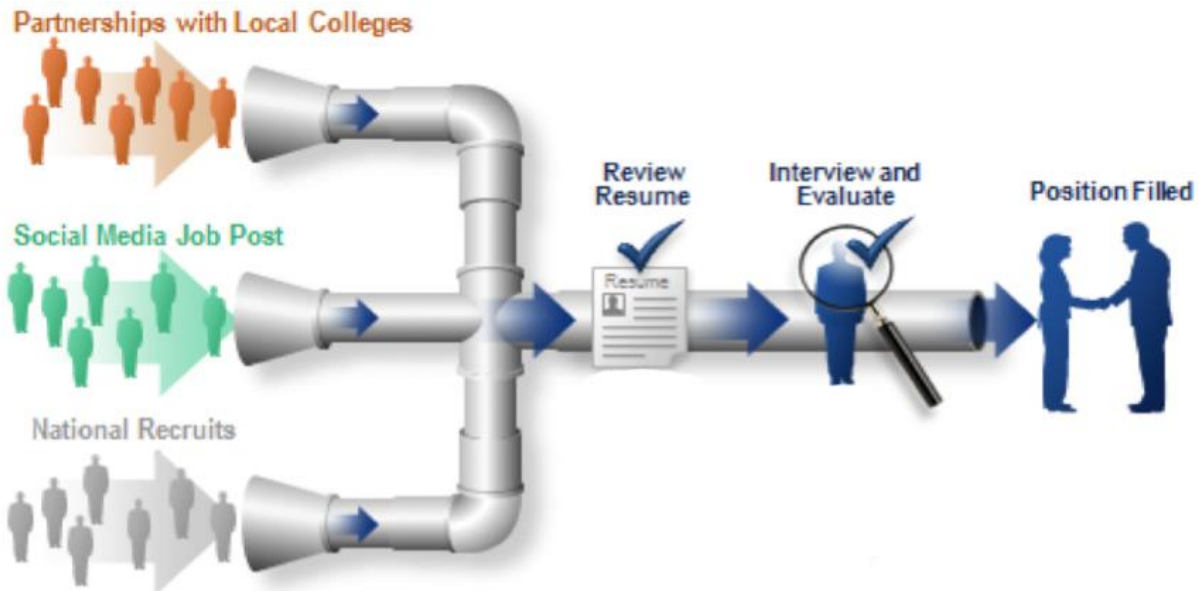
Technology has a key role in the success of The Company's service offerings. Company achieves the highest level of effectiveness and economy in delivering precisely targeted staffing solutions by integrating all staff member's experience and expertise with cutting-edge technological resources developed in-house by The Company's Sunnyvale staff. These tools include (see Figure 1).

**JobCaster:** JobCaster is a powerful proprietary system which is utilized for enhancing the database of available candidates to fill job orders from the Sunnyvale. JobCaster speeds the recruitment process by assisting with the writing and placing of advertisements. Once the job posting is composed it is broadcast to more than 75 of the most popular career sites on the World Wide Web. These websites include, but are not limited to, Company.com, Monster, Career Builder, Alta Vista, AOL.com, America's Job Bank, EmployU.com, ProHire.com, Vault.com and GO Jobs. JobCaster can be customized to target specialized career web-sites most appropriate to the job classifications needed.

**AppleXpress: On-line Registration.** The Company uses an automated client/server tool, AppleXpress, to intake and store qualified applicant resumes. Relevant information on all potential candidates, including resumes and personal profiles gathered from each expertly structured candidate interviews, is entered into the AppleXpress system, where they can be filtered according to a customized pre-screening process. This process can include customized searches for applicants based on location, skills, education, salary range, experience, key words, and other qualifications Sunnyvale may request. AppleXpress even allows clients to search The Company's pre-qualified candidate base from their own computers.

As a further time saving measure, each applicant's information is received directly into The Company's Office Automation database digitally, making their information instantly available to The Company's clients, reducing the need to transcribe information into the system. As one of the proprietary systems at The Company, AppleXpress is a revolutionary tool that allows clients the opportunity to identify candidates, schedule interviews and dispatch temporary associates in one comprehensive solution.

Figure 1. The Company’s Proven Recruiting Systems



JobCaster	AppleXpress Online Registration	Office Automation	Universal Search
<ul style="list-style-type: none"> <li>• Proprietary, secure system to enhance the database of available candidates</li> <li>• Broadcasts jobs to more than 250 career sites instantly</li> <li>• Customized to target specialized websites that are most appropriate to locate viable candidates by job classification</li> <li>• Uses a simple process to write and place advertisements for vacancies for HHA</li> </ul>	<ul style="list-style-type: none"> <li>• Exclusive access to automated, secure client / server tool</li> <li>• Provides intake and stores qualified applicant resumes</li> <li>• Information is expertly structured and searches performed by: <ul style="list-style-type: none"> <li>• Location</li> <li>• Skills</li> <li>• Education</li> <li>• Salary range</li> <li>• Experience</li> <li>• Keywords and more</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Secure, proprietary software that enables the aggregation and maintenance of qualified candidates for HHA</li> <li>• Candidates are easily tracked and managed, allowed quick identification for TO fulfillment for the HHA</li> <li>• Quickly download, parse resumes from the Internet, via email, and generate client reports securely</li> </ul>	<ul style="list-style-type: none"> <li>• Allows for the recruitment of candidates with speed and precision</li> <li>• Access to a larger candidate pool to capture the best and top qualified candidates</li> <li>• Searches more than 1 million resumes from passive and active candidates</li> <li>• Rapid, reliable, and high quality process to automate applicant sourcing</li> <li>• Quickly identifies candidates, resulting in more efficient fulfillment of vacancies for the HHA</li> </ul>

Modules within the single technology perform specialized functions to deliver uncomplicated user experience to applicants.

**Office Automation:** The Company utilizes a software system called Office Automation (OA). This internal management software database allows our staff to index information on our temporary associates' and client companies, which in turn is shared on our network. Using this software, The Company can easily track and match candidates, allowing our branch offices to quickly select a pool of temporary associates from our entire national network. Using Office Automation, The Company fully services our clients, including large organizations with locations across the country. Office Automation also has the ability to download resumes from the Internet or via e-mail and generate client reports. In addition, all correspondence with both the client and the associate is documented in our database.

All job orders are entered into the system once they are received. Afterwards, all assigned temporary associates' information can be input using Office Automation's Interview Screen, thus enabling this information to be reviewed. All relevant data is updated in the system on a continual basis, making the most current facts available for retrieval in a variety of different client reports.

Another feature available through Office Automation is payroll, which can be processed for all temporary candidates. Each candidate's payroll information is entered at the branch level and then transmitted to our Corporate Office where it is processed and paychecks are issued. The payroll information is stored in the system and again is easily retrievable in many different forms.

**Universal Search:** As an added value to our clients, The Company offers our proprietary software, Universal Search. A recent addition to our proven Office Automation placement technology, Universal Search is a network portal which allows our recruiting professionals to respond to our clients' needs with unprecedented speed and precision by tapping into an exponentially larger candidate pool to capture more precise results with a faster delivery.

Universal Search ensures rapid, reliable, high-quality staffing solutions as this function expands the automated applicant sourcing process beyond simple names, resumes and contact details. This software scours through the nearly one million candidates in The Company's database of detailed personnel profiles gathered from expertly structured associate interviews to include personalities, temperaments and strengths, as well as backgrounds and activity comments left by other The Company account managers. Qualified candidates are quickly tracked and identified, staffing vacant positions more quickly and efficiently than ever before. This translates into an immediate, positive benefit, both operationally and financially for our clients.

### **Other Recruiting Resources**

We also use "direct recruiting" which involves asking each person we contact to suggest other qualified candidates, and, as an incentive, we authorize an employee referral program. The Company's commanding referral rate of nearly 60% distinguishes Company from any other company in the staffing industry. Once The Company's applicants see they can better achieve their goals through The Company, they often refer an average of two more applicants of equal and exceeding caliber. Other recruiting techniques employed by The Company include participation in career fairs and in college relation programs; human resources consortia; and state and local government recruiting forums. Key to The Company's recruitment process is our progressive, employee-oriented compensation and benefits policies; opportunities for professional growth; and internal/external training programs in technology, management, and administration that The Company provides.

To ensure that The Company places the precise personnel for Sunnyvale's requirements, we offer a winning combination of very competitive compensation and fringe benefits designed to attract and retain highly qualified Administrative/Clerical personnel, as well as Accounting, Technical/IT and other job classifications, with the skills to successfully support a wide variety of environments. This directly benefits Company's mission-oriented customers, such as Sunnyvale, because we are able to provide you with the best people.

### **Printed Postings**

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**City of Sunnyvale**  
**RFP #F17-094**  
**Temporary Personnel Placement Services**

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Additionally, The Company advertises nationwide in Yellow Page ads, and for more targeted recruitment, posts advertisements in local newspapers, community newsletters, Chamber of Commerce publications and trade magazines.

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12. TRANSITION

The Company is the incumbent. Any additional staff brought on will undergo our standard recruiting, pre-screening, and onboarding processes currently aligned to the City of Sunnyvale.



13. FAILURE TO SUCCESSFULLY COMPLETE CONTRACTS

The Company has successfully met all contract requirements on each awarded contract.

BANKRUPTCY OR INSOLVENCY

The Company has not been nor is it currently the subject of bankruptcy or insolvency proceedings or subject to assignment for the benefit of creditors.

15. SUBCONTRACTORS

The Company will not engage any subcontractors for this contract.

## ADDENDA

The Company acknowledges all addenda/Addendum associated with RFP F17-094. We have provided acknowledgment and signature in the Response Pages.

## ATTACHMENTS

In accordance with the RFP, The Company has provided the following documents:

- ◆ Completed Response Pages
- ◆ Standard Employment Application
- ◆ Standard Time Card
- ◆ Standard Invoice
- ◆ POC Resumes

## Response Pages

### 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 : ACT\*1 Government Solutions/AppleOne
2. Headquarters Address: 1999 West 190th Street, Torrance, CA 90504
3. Number of Locations Nationwide 225 Number of California Locations 52  
Number of Employees Nationwide 2,013 internal employees
4. Local Office Information  
Address 4655 Old Ironsides Drive, #190, Santa Clara, CA 95054  
Number of Employees 17  
Average annual business volume over last three calendar years \$ 7,073,572  
Average annual staff turnover rate based upon last three calendar years 12 %  
Number of Years Providing Temporary Personnel Placement Services at this Location 32  
Office Manager Theresa Harris Telephone No. (408) 970-9470  
Primary Contact Person for the City of Sunnyvale:  
Name Nic Schemm Telephone No. (408) 970-9470  
Relevant Work Experience (Enter here or attach a resume.)
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 1968 State of incorporation California

Names and Titles of All Officers and Directors

Janice Bryant Howroyd, Chief Executive Officer; Brett Howroyd, President  
If an individual or partnership, provide the following information:

Formation date of Company N/A

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 Yes

7. Time Cards and Invoicing

a. Invoice Frequency AppleOne invoices on a weekly basis.

b. Payment Terms AppleOne's payment terms are net 30.

c. Can you accommodate reimbursement of mileage? Yes/No?

Yes, AppleOne accommodates mileage reimbursement

If yes, describe proposed procedure and how reimbursement will be reflected on invoices. (Enter here or attach a narrative.) See Section 7.c. Mileage Reimbursement

d. Enter here or attach a narrative explaining: See Section General Information 7.d.

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 See section 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

Dental

Vision

Life

Long-Term Disability

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. If you provide your employees any of the leaves listed below, please describe the accounting procedures and/or charges passed on to the City?

Vacation Leave

Holiday Leave

Disability or Sick Leave

c. Retirement

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

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

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: See Section 9. Services for Employees

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

b. Deliver pay checks to one or more City sites? 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 Section 10. Pre-Screening Procedures for the City of Sunnyvale

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 Section 11. Recruiting Sources.

12. Enter here or attach a narrative that describes in detail how you plan to meet the City's start up date of July 1, 2017. 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 Section 12. Transition.

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.)

See Section 13. Failure to Successfully Complete Contracts.

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.

See Section 14. Bankruptcy or Insolvency

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

See Section 15. Subcontractors.

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.

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

<u>Classification</u>	<u>No. of Files</u>
Clerical/Administrative Employees	2,957
Miscellaneous Professionals and Paraprofessionals	1,953
Cashiers	N/A
Laborers – General	N/A
Laborers - Grounds Maintenance	N/A
Laborers - Public Works and/or Environmental Services	N/A
Laborers – Meter Reading	N/A
Recreation and Golf Aides, Specialists, Lifeguards and Swim Instructors	N/A
Information Technology Professionals	493

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

<u>Classification</u>	<u>Hourly Salary Range</u>	<u>Mark-Up Rate</u>
Clerical/Administrative Employees	\$15-\$40/hr	32%
Miscellaneous Professionals and Paraprofessionals	\$18-\$65/hr	32%
Cashiers	N/A	N/A
Laborers – General	N/A	N/A
Laborers - Grounds Maintenance	N/A	N/A
Laborers - Public Works and/or Environmental Services	N/A	N/A
Laborers – Meter Reading	N/A	N/A

Recreation and Golf Aides, Specialists, Lifeguards and Swim Instructors	<u>N/A</u>	<u>N/A</u>
Information Technology Professionals	<u>\$20-\$100/hr</u>	<u>38%</u>

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.)

ADDENDA

Proposer acknowledges receipt of the following Addenda:

Number 1 Date 03/30/2017  
Number \_\_\_\_\_ Date \_\_\_\_\_  
Number \_\_\_\_\_ Date \_\_\_\_\_

SIGNATURE

	Executive Vice-President
Signature _____	Title _____
Laura Richardson	04/07/2017
Name (printed or typed) _____	Date _____
(562) 706-4694	N/A
Telephone Number _____	Fax Number _____
ACT1 - 95-2580864; AppleOne 47-4722675	lrichardson@a1governmentsolutions.com
Tax ID Number _____	Email _____
053036	
Sunnyvale Business License Number _____	

Response to item #3: RFP page 28

Beverly Brewer-Procurement Analyst or Mary Rizzo-Shuman-Programs Manager  
Housing Authority of the County of Alameda  
22941 Atherton Street  
Hayward CA. 94541  
510-727-8505-Beverly  
510-538-8876-Mary  
[beverlyb@haca.net](mailto:beverlyb@haca.net)  
[maryrs@haca.net](mailto:maryrs@haca.net)  
Business started 4/9/2010

Selina Zapien-HR Analyst II  
Alameda County Water District  
43885 S. Grimmer Blvd.  
Fremont CA. 94538  
510-668-4223  
[selina.zapien@acwd.com](mailto:selina.zapien@acwd.com)  
Business started 9/5/2006

Ali Brandt – Human Resources  
City of Hayward  
777 B Street, Hayward, CA 94551  
510-583-4500  
[Ali.brandt@hayward-ca.gov](mailto:Ali.brandt@hayward-ca.gov)  
Business started 4/24/2012

## EXHIBIT "B"

### 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.