

ATTACHMENT 1

**DRAFT TEMPORARY PERSONNEL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE
AND WEST VALLEY STAFFING GROUP**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and WEST VALLEY STAFFING GROUP ("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 Two Hundred Thousand and No/100 Dollars (\$200,000.00).

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.

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

Charlie Allport, 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: Charlie Allport, Executive Vice President
WEST VALLEY STAFFING GROUP
390 Potrero Avenue
Sunnyvale, CA 94085

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:

WEST VALLEY STAFFING GROUP
("AGENCY")

By _____
City Attorney

By _____

Title and Date

By _____

Title and Date

EXHIBIT "A"

Friday April 7, 2017

Purchasing Division
Sunnyvale City Hall Annex
650 West Olive Avenue
PO Box 3707
Sunnyvale, CA 94088-3737

Dear Purchasing Division of City of Sunnyvale,

Over the last two years, West Valley Staffing Group (WVSG) has successfully provided temporary staffing services to the City of Sunnyvale. WVSG appreciates the opportunity to respond to your current RFP for Temporary Personnel Placement Services.

Established in 1968, WVSG is dedicated to excellence in providing comprehensive staffing services and solutions through specialization. Our four companies – West Valley Engineering, Prostar Staffing Services, West Valley Technology, and Accountants Now – provide expertise in the engineering, administrative, technology, and accounting fields, respectively. Our specialization uniquely positions us to provide the very best in staffing services, ensuring that our clients will... "feel the difference!"

Highlights include:

- **WVSG Corporate Headquartered in Sunnyvale.** Our headquarters is located less than three miles from your facility
- **WVSG is currently an approved supplier of City of Sunnyvale.** We have successfully developed a partnership for the past two years
- **Recently Ranked #1 Staffing Agency** by the Silicon Valley/San Jose Business Journal
- **Recently Ranked #1 Best Place to Work** in the Bay Area by San Francisco Business Times
- **Extensive experience supporting public agencies** including City of Mountain View and Port of Oakland

WVSG looks forward to implementing a world-class temporary personnel placement service for the City of Sunnyvale.

In the event that you have any questions or comments, please do not hesitate to contact me directly at 408-735-1420 x3069.

Sincerely,

Martell Heffner
Account Manager

West Valley Staffing Group's Partnership Proposal

Partnership Proposal Tab 1
Addendum..... Tab 2
Attachment A: WVSG Sample Headcount Report..... Tab 3
Attachment B: WVSG Sample Timecard Tab 4
Attachment C: WVSG Sample Invoice..... Tab 5

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:

West Valley Staffing Group (WVSG) provides four companies each expert in their respective fields to support in the engineering, administrative, technology, and accounting fields, respectively.

- West Valley Engineering, Inc. Engineering and technical personnel
- West Valley Technology Information technology personnel
- Prostar Staffing Services, Inc. Clerical and administrative personnel
- Accountants Now, Inc. Accounting and financial personnel

Each one of these specialty-staffing companies is located at each of our mega-branches. These large strategically located facilities maintain connectivity and quality, ensuring our customers receive a comprehensive solution through specialization.

2. Headquarters Address:

WVSG will service City of Sunnyvale from our Corporate Location which is two miles from City of Sunnyvale's Offices.

West Valley Staffing Group
390 Potrero Avenue
Sunnyvale, CA 94085
(408) 735-1420

3. Number of Locations Nationwide 4 **Number of California Locations** 2

Number of Employees Nationwide 75-100 internal staff employees

4. Local Office Information

Address 390 Potrero Avenue, Sunnyvale CA 94085

Number of Employees 75 + internal staff at our Sunnyvale location

Average annual business volume over last three calendar years \$

Average annual business volume is \$150 million.

Average annual staff turnover rate based upon last three calendar years less than 5%

Number of Years Providing Temporary Personnel Placement Services at this Location

Established in 1968, WVSG has 49+ years in the staffing industry, we support projects of every size and complexity, each offering its own unique set of challenges.

Office Manager Charlie Allport, Executive Vice President

Telephone No. (408) 735-1420 ext. 3025

Primary Contact Person for the City of Sunnyvale:

Name Martell Heffner, Account Manager

Telephone No. (408) 735-1420 ext. 3069

Relevant Work Experience (Enter here or attach a resume.)

Martell Heffner – Account Manager

West Valley Staffing Group 2010 – Present

7+ years of experience in the staffing industry, specializing in account management, business development and keen customer service to organizations in a variety of sizes. Martell works closely with clients and prospective clients to establish effective hiring practices and procedures for comprehensive staffing solutions. He received his Bachelor of Arts Degree in Communications from Missouri State University.

Charlie Reynolds, Director of Sales

West Valley Staffing Group 1994 – Present

26+ years of experience in the staffing industry, specializing in large account management, business development and Technical recruiting. Charlie has worked for WVSG for nearly 18 years. Previous professional experience includes serving as a technical division manager with a national staffing firm. Charlie received his Bachelor of Arts Degree in Sociology from the University of Puget Sound.

Fernanda Del Aguila, Recruiting Manager.

West Valley Staffing Group 1999 – Present

18+ years of experience in the staffing industry, specializing in technical recruiting and management. Fernanda has worked for WVSG for nearly 13 years. Her previous recruiting experience has helped maintain a highly productive recruiting team. Her experience in recruiting includes technical recruiting, administrative/clerical, biotech/pharmaceutical, legal and much more. Fernanda is also a California Accredited Consultant (CAC).

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

If incorporated, provide the following information:

Date of incorporation 1968 State of incorporation California

Names and Titles of All Officers and Directors

Michael Williams, President/CEO

Teresa Kossayian, CFO

Charlie Allport, Executive Vice President

Charlie Reynolds, Director of Sales

Ann Fisher, Director of Onsite Programs

Nancy Mignosa, Director of Safety and Administration

If an individual or partnership, provide the following information:

Formation date of Company Not applicable.

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

Not applicable.

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, WVSG will customize applications, reports, timecards and other forms specifically for the City of Sunnyvale at our own expense. **Please reference Attachment A, our current Sample Headcount report, and Attachment B, our Sample Timecard.**

7. Time Cards and Invoicing

a. Invoice Frequency WVSG issues invoices to our clients weekly

b. Payment Terms WVSG typically works with our clients at payment terms of net 30 days

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

Yes, WVSG can accommodate reimbursement of mileage and out-of-pocket expenses.

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

WVSG temporary employees will track and report their mileage and out of pocket expenses on a WVSG expense report. City of Sunnyvale Manager will approve of such expenses and WVSG will bill City of Sunnyvale accordingly at a pass through rate.

d. Enter here or attach a narrative explaining:

1. Your standard invoice procedure.

WVSG invoices our clients weekly. We generate a standard invoice that can be sent manually or electronically. We have the ability to customize the data on the invoice to reflect specific PO numbers, Cost Centers or Department numbers. **Please reference Attachment C, our current Invoices for the City of Sunnyvale.**

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

Over the last year, WVSG has successfully provided electronic invoices to the City of Sunnyvale. WVSG proposes continuing with the current electronic invoicing process.

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

As a current provider to the City of Sunnyvale, WVSG submits biweekly hours for each pay period as well as cumulative totals. This report is based on the City's fiscal year, July 1st – June 30th. **Please reference Attachment B, our Sample Timecard.**

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

WVSG offers our employees medical benefit plans that includes a Minimum Coverage (MEC) and a Fixed Indemnity Plan provided by the American Worker. The actual cost of the benefit varies. Employees are eligible to enroll on their first day of employment.

Dental

WVSG offers our employees immediate access to dental benefits via WVSG's Benefits Broker. This provides the temporary employee with a wide range of dental benefit options. These programs are individual plans that are 100% funded by the temporary employee. The actual cost of the benefit varies.

Vision

WVSG offers our employees immediate access to vision benefits via WVSG's Benefits Broker. This provides the temporary employee with a wide range of vision insurance options. These programs are individual plans that are 100% funded by the temporary employee. The actual cost of the benefit varies.

Life

WVSG offers our employees immediate access to life insurance via WVSG's Benefits Broker. This provides the temporary employee with a wide range of life insurance options. These programs are individual plans that are 100% funded by the temporary employee. The actual cost of the benefit varies.

Long-Term Disability

Yes, WVSG temporary employees have immediate access to long-term disability through California State Disability. In accordance with California State Law, this benefit is paid as part of the employees' state income tax.

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

WVSG can offer vacation pay to our temporary employees. If required, WVSG will administer a Vacation Pay Program, the cost of which would be billed back to the City of Sunnyvale.

Holiday Leave

WVSG can offer Holiday pay to our temporary employees. If required, WVSG will administer a Holiday Pay Program, the cost of which would be billed back to the City of Sunnyvale.

Disability or Sick Leave

WVSG complies with California State Disability laws.

WVSG is in compliance with Act AB 1522 California Paid Sick Leave. Our employees are eligible to access following 90 days of employment. Employees will earn one hour of paid sick time for every 30 hours worked, and employers may cap available leave at three days per year.

c. Retirement

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

Yes, WVSG provides 401K retirement benefits to all temporary employees. Employees must be 21 years of age or older.

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.)

WVSG provides the following additional benefits:

- Weekly Paycheck: WVSG pays our temporary employees on a weekly basis
- Direct Deposit: WVSG offers direct deposit to all of our temporary employees
- Employee Recognition Program: WVSG routinely acknowledges our temporary employees through our Employee Recognition Program.
- Referral Bonuses: WVSG rewards our temporary employees who refer qualified candidates.
- Credit Union: WVSG provides immediate access to MeriWest Credit Union for all of our temporary employees at no cost. This allows our temporary employees to take advantage of a wide range of financial services.
- Working Advantage: This program is available to all WVSG temporary employees and provides a wide array of discounted products and services. Including discounts on movie tickets, restaurants, travel deals, shopping and etc.

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

- **Pick up time cards at one or more City sites? Yes/No**
Yes, WVSG will pick up time cards at one or more City of Sunnyvale sites. Additionally, timecards can be submitted online.
- **Deliver pay checks to one or more City sites? Yes/No**
Yes, WVSG will pick up time cards at one or more City of Sunnyvale sites.

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

Candidate Selection Process:

WVSG has a customized identification, testing and screening process for each of WVSG's four specialty staffing companies. WVSG ensures the skill match of candidates submitted to City of Sunnyvale through the following:

- Our intake process for each candidate that evaluates multiple factors of employment (eligibility to work in the U.S. via e-verify, reference checks, customized orientation, safety training etc.)
- WVSG will conduct a criminal/DMV background check in compliance with the criteria as outlined in the City of Sunnyvale's RFP.

- Industry leading web-enabled testing system that can assess over 500 technical and non-technical skill sets
- Specialized recruiters in each of WVSG's four specialty-staffing companies
- Multiple skill set and behavioral interviews conducted on each candidate by specialized recruiters in each of WVSG's four specialty staffing companies
- Historical performance data on candidates based on employing many of them repeatedly over WVSG's 49+ years of history
- WVSG provides an eight hour guarantee on all temporary placement

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.

WVSG intends to support temporary staffing for the City of Sunnyvale with our four specialty companies in the following areas:

- West Valley Engineering, Inc. Engineering and technical personnel
- West Valley Technology Information technology personnel
- Prostar Staffing Services, Inc. Clerical and administrative personnel
- Accountants Now, Inc. Accounting and financial personnel

WVSG is founded on the recruiting philosophy of providing our customers comprehensive recruiting solutions through specialization. This is accomplished by our four specialty-staffing companies at each mega-branch with experienced recruiting specialists. These specialists are well versed in their fields, often come from the field that they now recruit in. The benefit to City of Sunnyvale is candidates who have been screened by recruiting specialists.

WVSG proposes the following customized recruiting plan for City of Sunnyvale:

Detailed hiring manager profiles and job descriptions:

The first component of a successful recruiting plan is the collection of detailed hiring manager profiles and job descriptions. This process is one of the first action items upon award of the contract. WVSG will also look to get resume samples of successful City of Sunnyvale contractors and direct personnel.

Candidate database and referrals:

With over 150,000 candidates in our database accumulated over our 49+ year history, WVSG will attract the majority of our candidates for City of Sunnyvale from this resource. This database also generates a sizable referral network. Targeted e-mail campaigns and payroll staffers are just two avenues we use to communicate opportunities to our candidate population.

Industry conferences and job fairs:

WVSG customarily attends industry specific job fairs and conferences to source for top talent.

Internet-based recruiting:

WVSG sources from numerous internet and social media recruiting resources.

Off-hours recruiting:

The Dedicated Client Team will conduct evening and early morning recruiting events to connect with top talent who are probably already working. WVSG will provide progress debriefs to City of Sunnyvale on the results of each of these events. WVSG proposes bi-monthly off-hours recruiting events, subject to the volume requirements of City of Sunnyvale.

City of Sunnyvale Referral Bonus Program:

WVSG will (with approval of City of Sunnyvale Human Resources), initiate a referral bonus program for contingent positions. This will result in potentially shorten the hiring processes and reduced costs to City of Sunnyvale. This referral bonus program targets both City of Sunnyvale internal personnel and the WVSG candidate database.

Print:

WVSG uses both mainstream print media as well as targeted advertising over an extended period of time. Mainstream media consists of newspapers, and publications that communicate our requirements to the widest possible audience. Targeted advertising focuses upon specific demographics that yield the highest possible candidate flow. Examples of targeted advertising would consist of industry publications, ethnic, and neighborhood publications to build diversity in the workplace.

Community Based Recruiting:

On a long-term basis this sourcing channel yields the best quality candidates. This channel takes the longest to engage since it takes a considerable amount of time to communicate our requirements to our targeted communities.

Examples of community based recruiting consists of referral programs targeting our existing temporary workforce and working with non-profit and government sponsored employment assistance programs such as EDD, NOVA, and East Bay Works. In addition, WVSG is active in a variety of professional associations and community based organizations such as religious institutions, ethnic outreach, educational facilities and other programs.

On-Site Job Fairs:

With advance notice, WVSG believes this can be an effective means to attract sizable candidate pools. Our recruiting teams run the entire process from start to finish, which includes the advertising campaign, candidate registration, pre-screen interviews, and evaluation.

WVSG expects to have at least two weeks notice prior to a major project in order to maximize the effectiveness of this channel.

WVSG recommends the following conditions exist prior to and during these events:

- Co-branded advertising to maximize response rate
- Hiring manager participation (if available) in the screening process
- Two weeks minimum notice for advertising and media planning

WVSG appreciates the opportunity to work with City of Sunnyvale to further customize this draft recruiting plan.

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.

WVSG is fully prepared to meet the start date of July 1, 2017. We have an implementation team prepared to move forward if WVSG is awarded the contract. WVSG can potentially accept the transfer of current temporary employees, however we request to understand in more detail the contractual arrangements made with other suppliers. Additionally, WVSG follows the American Staffing Association Code of Ethics as it pertains to employee transfer.

Transition Phase: WVSG will assign a transition team comprised of Dedicated Client Team members. Each member has at least five years of experience in volume program design, implementation, and management.

Program Design: Upon award of the program, the transition team conducts a quick but thorough discovery at the City of Sunnyvale to gather additional information not provided in the scope of work. Service level recommendations and overall program commitments are provided to City of Sunnyvale within 14-days of contract award announcement.

Communication Phase: WVSG conducts a "Communication Initiative" to appropriate City of Sunnyvale personnel and the existing contingent workforce. The WVSG Dedicated Client Team is present, introducing WVSG, disseminating customized information regarding the new program, and evangelizing partnership goals and objectives.

Training and Transition Phase: The second aspect of communication is training. City of Sunnyvale management and the existing contingent labor workforce will be trained on the new program. The transition team provides an aggressive, prioritized schedule of orientation, training and transition, subject to the City of Sunnyvale Management approval.

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.)

WVSG has never failed to complete any contract.

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.

WVSG has not been nor is the subject of bankruptcy or insolvency or subject to assignment for the benefit of creditors.

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

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.**

<u>Classification</u>	<u>No. of Files</u>
Clerical/Administrative Employees	<u>3500+</u>
Miscellaneous Professionals and Paraprofessionals	<u>3500+</u>
Cashiers	<u>Not applicable</u>
Laborers – General	<u>Not applicable</u>
Laborers - Grounds Maintenance	<u>Not applicable</u>
Laborers - Public Works and/or Environmental Services	<u>Not applicable</u>
Laborers – Meter Reading	<u>Not applicable</u>
Recreation and Golf Aides, Specialists, Lifeguards and Swim Instructors	<u>Not applicable</u>
Information Technology Professionals	<u>2000+</u>

2. **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	<u>\$13 - \$25+</u>	<u>31%</u>
Miscellaneous Professionals and Paraprofessionals	<u>\$20 - \$35+</u>	<u>31%</u>
Cashiers	<u>Not applicable</u>	<u>Not applicable</u>
Laborers – General	<u>Not applicable</u>	<u>Not applicable</u>
Laborers - Grounds Maintenance	<u>Not applicable</u>	<u>Not applicable</u>
Laborers - Public Works and/or Environmental Services	<u>Not applicable</u>	<u>Not applicable</u>
Laborers – Meter Reading	<u>Not applicable</u>	<u>Not applicable</u>

Recreation and Golf Aides, Specialists, Lifeguards and Swim Instructors	<u>Not applicable</u>	<u>Not applicable</u>
Information Technology Professionals	<u>\$20 - \$60+</u>	<u>31%</u>

*Please note: the hourly rates quoted of are averages. Actual hourly rate may vary based on job description and level of experience.

Please note, in the event that the City of Sunnyvale identifies or transfers a temporary employee to be hired in any of the three areas indicated below:

- Clerical/Administrative Employees
- Miscellaneous Professionals and Para-Professionals
- Information Technology Professionals

WVSG will utilize a discounted payroll service mark-up of 22%.

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.)**

Company name: NVIDIA

Address: 2701 San Tomas Expressway, Santa Clara, CA 95050

Locations: NVIDIA has locations in CA, OR, TX, MA, and several other locations.

Services rendered: Full time on-site program managing the entire contingent workforce, as well as providing payroll services.

Duration of contract: WVSG has conducted business with NVIDIA for over 5 years

Contact: Monica Spehar, Staffing Supervisor

Phone: (408) 486-2000

Company name: Ultra Clean Technology (UCT)

Address: 26462 Corporate Avenue, Hayward, CA 94545

Locations: California, Texas and Oregon

Services Rendered: Full time on-site program managing the complete recruitment and payroll service function.

Duration of contract: WVSG has conducted business with UCT for over 5 years

Contact: Joan Sterling, Vice President Human Resources

Phone: (510) 576-4400

Company name: City of Mountain View

Address: 500 Castro Street, Mountain View, CA 94041

Locations: City of Mountain View

Services rendered: Full time on-site program managing the entire contingent workforce, 1099 compliance, National Support as well as providing payroll services and International reporting.

Duration of contract: WVSG has conducted business with City of Mountain View for over 5 years

Contact: Lindsey Bishop, Senior HR Analyst

Phone: (650) 903-6056

ADDENDA

Proposer acknowledges receipt of the following Addenda:

Number 1 Date March 30, 2017

Number _____ Date _____

Number _____ Date _____

SIGNATURE



Signature

WVSG Account Manager

Title

Martell Heffner

Name (printed or typed)

04.04.17

Date

408.735.1420

Telephone Number

408.730.5659

Fax Number

94-1701693

Tax ID Number

mheffner@westvalley.com

Email

015535

Sunnyvale Business License Number



CITY OF SUNNYVALE

ADDENDUM NO. 1

ISSUED ON MARCH 30, 2017

REQUEST FOR PROPOSALS NO. F17-094

FOR

TEMPORARY PERSONNEL PLACEMENT SERVICES

The above-referenced Request for Proposals is modified, as follows:

1. Responses to Consultant Questions:

Q: What is the current temp headcount at the City?

A: The City currently has 37 temporary agency staff.

Q: How do those numbers break down in each category?

A: Based on current assignments, 25% Administrative, 25% IT, 50% Maintenance.

Q: What are the job titles of the most frequently filled positions? And can you provide job descriptions?

A: Clerical, Maintenance Workers, and Laborer positions are the most common. Job descriptions for Staff Office Assistant, Maintenance Worker I and Groundswoker can be found at the following link: <http://agency.governmentjobs.com/sunnyvale/default.cfm?action=agencyspecs>.

Q: Can a firm only bid the clerical, professional and IT positions and not the Laborers, Cashier and other more industrial type positions?

A: A firm can bid for any and/or all positions.

Q: How long is the average temp assignment?

A: The temp assignments are not to exceed 900 hours.

All other specifications, terms and conditions remain unchanged.

Client #
 Invoice #
 Invoice Date
 Due By

Total Due	
-----------	--

City of Sunnyvale
 650 West Olive Avenue
 PO Box 3707
 Sunnyvale, CA 94088-3707
 Attn: A/P

Employee	Week Ending	Dept #	PO#	Pay Type	Hours	Bill Rt	Bill Amt	AR #
John Smith	29-Apr-2011	Dept # 1530	68829	Regular Pay	8.50	\$XXXX	\$XXXX	47551
		Dept # 1530 Total					\$XXXX	
John Smith	29-Apr-2011	Dept # 1533	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47744
		Dept # 1533 Total					\$XXXX	
John Smith	29-Apr-2011	Dept # 1555	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47550
		Dept # 1555 Total					\$XXXX	
John Smith	29-Apr-2011	Dept # 2200	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47645
		Dept # 2200 Total					\$XXXX	
John Smith	29-Apr-2011	Dept # 2870	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47521
		Dept # 2870 Total					\$XXXX	
John Smith	29-Apr-2011	Dept # 3105	68829	Overtime	7.25	\$XXXX	\$XXXX	47522
John Smith	29-Apr-2011	Dept # 3105	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47522
John Smith	05-01-2011	Dept # 3105	68829	Regular	40.00	\$XXXX	\$XXXX	47782
John Smith	05-01-2011	Dept # 3105	68829	Overtime	6.00	\$XXXX	\$XXXX	47782
John Smith	04-24-2011	Dept # 3105	68829	Regular	40.00	\$XXXX	\$XXXX	47780
John Smith	04-24-2011	Dept # 3105	68829	Overtime	3.00	\$XXXX	\$XXXX	47780
John Smith	29-Apr-2011	Dept # 3105	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47521
John Smith	29-Apr-2011	Dept # 3105	68829	Overtime	1.50	\$XXXX	\$XXXX	47521
John Smith	29-Apr-2011	Dept # 3105	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47521
John Smith	29-Apr-2011	Dept # 3105	68829	Overtime	17.50	\$XXXX	\$XXXX	47522
John Smith	29-Apr-2011	Dept # 3105	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47522
John Smith	29-Apr-2011	Dept # 3105	68829	Overtime	6.00	\$XXXX	\$XXXX	47521
John Smith	29-Apr-2011	Dept # 3105	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47521
John Smith	29-Apr-2011	Dept # 3105	68829	Regular Pay	32.50	\$XXXX	\$XXXX	47521
		Dept # 3105 Total					\$XXXX	
John Smith	29-Apr-2011	Dept # 3406	68829	Overtime	1.75	\$XXXX	\$XXXX	47521
John Smith	29-Apr-2011	Dept # 3406	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47521
		Dept # 3406 Total					\$XXXX	
John Smith	29-Apr-2011	Dept # 3442	68829	Overtime	21.50	\$XXXX	\$XXXX	47521
John Smith	29-Apr-2011	Dept # 3442	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47521
John Smith	29-Apr-2011	Dept # 3442	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47521
John Smith	29-Apr-2011	Dept # 3442	68829	Expense	1.00	\$XXXX	\$XXXX	47521
John Smith	29-Apr-2011	Dept # 3442	68829	Per Diem Non Taxat	1.00	\$XXXX	\$XXXX	47521
John Smith	29-Apr-2011	Dept # 3442	68829	Overtime	10.00	\$XXXX	\$XXXX	47521
John Smith	29-Apr-2011	Dept # 3442	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47521
John Smith	29-Apr-2011	Dept # 3442	68829	Overtime	1.00	\$XXXX	\$XXXX	47521
John Smith	29-Apr-2011	Dept # 3442	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47521
John Smith	05-01-2011	Dept # 3442	68829	Regular	40.00	\$XXXX	\$XXXX	47781
John Smith	04-24-2011	Dept # 3442	68829	Regular	36.00	\$XXXX	\$XXXX	47779
		Dept # 3442 Total					\$XXXX	
John Smith	29-Apr-2011	Dept # 6101	68829	Overtime	2.75	\$XXXX	\$XXXX	47518
John Smith	29-Apr-2011	Dept # 6101	68829	Regular Pay	36.25	\$XXXX	\$XXXX	47518
John Smith	29-Apr-2011	Dept # 6101	68829	Double Time	0.25	\$XXXX	\$XXXX	47518
John Smith	29-Apr-2011	Dept # 6101	68829	Overtime	11.25	\$XXXX	\$XXXX	47518
John Smith	29-Apr-2011	Dept # 6101	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47518
		Dept # 6101 Total					\$XXXX	
John Smith	29-Apr-2011	Dept # 6103	68829	Regular Pay	32.00	\$XXXX	\$XXXX	47519
John Smith	29-Apr-2011	Dept # 6103	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47518
		Dept # 6103 Total					\$XXXX	
John Smith	29-Apr-2011	Dept # 6107	68829	Overtime	0.50	\$XXXX	\$XXXX	47518
John Smith	29-Apr-2011	Dept # 6107	68829	Regular Pay	39.50	\$XXXX	\$XXXX	47518
John Smith	29-Apr-2011	Dept # 6107	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47520
John Smith	29-Apr-2011	Dept # 6107	68829	Overtime	4.50	\$XXXX	\$XXXX	47518
John Smith	29-Apr-2011	Dept # 6107	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47518
		Dept # 6107 Total					\$XXXX	
John Smith	29-Apr-2011	Dept # 6112	68829	Regular Pay	21.50	\$XXXX	\$XXXX	47745
John Smith	29-Apr-2011	Dept # 6112	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47646
John Smith	22-Apr-2011	Dept # 6112	68829	Expense	1.00	\$XXXX	\$XXXX	47646
		Dept # 6112 Total					\$XXXX	
John Smith	29-Apr-2011	Dept # 6300	68829	Overtime	1.50	\$XXXX	\$XXXX	47550
John Smith	29-Apr-2011	Dept # 6300	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47550
		Dept # 6300 Total					\$XXXX	
John Smith	29-Apr-2011	Dept # 6305	68829	Regular Pay	40.00	\$XXXX	\$XXXX	47551
John Smith	29-Apr-2011	Dept # 6305	68829	Regular Pay	16.00	\$XXXX	\$XXXX	47551
John Smith	22-Apr-2011	Dept # 6305	68829	Regular Pay	16.00	\$XXXX	\$XXXX	47551
		Dept # 6305 Total					\$XXXX	
John Smith	29-Apr-2011	Dept # 6510	68829	Regular Pay	20.00	\$XXXX	\$XXXX	47550
		Dept # 6510 Total					\$ -	
		Grand Total					\$XXXX	

Please send Payment to:
 West Valley Staffing Group
 P.O. BOX 49212
 San Jose, CA US 94560

Total Due: \$XXXX

Amount if paid after 20-Jun-2011



390 Potero Avenue
Sunnyvale, Ca 94085
408.735.1420

Week Ending	
Name:	
SSN	
Customer Assigned To:	
Dept # (If Applicable)	
Shift Assigned to:	
Job Status	
Yes or No:	
Date Completed:	
Notice to Employees.	

Sun	Mon	Tue	Weds	Thu	Fri	Sat	Charge Codes
0.00	0.00	0.00	0.00	0.00	0.00	0.00	Sub Total

Time sheets must be turned in by 12:00PM (PST) on Monday. Time Sheets must be signed by supervisor and information must be correct. Failure to comply with above may result in delay of paycheck.

Total Regular Hours	
Total OT Hours	
Total Hours	

* Use military time to enter hours worked ~ see chart

Client Agreement:

An employer-employee relationship exists between West Valley Staffing Group (WVSG) and it's personnel assigned to work on the client's behalf. Effort and Expense has been devoted by WVSG to the identification, selection and placement of it's employees. Except with the advance written consent of WVSG, client Agrees not to interfere with the relationship between WVSG and it's employees, including but not limited to solicitation of these employees to work directly as employees of the client or to work for any other business that in the event an employee assigned by WVSG to work on client's behalf is hired by client, or is hired by another business to work on behalf or for the benefit of client, client shall pay to WVSG a permanent placement fee according to WVSG's then current fee schedule and a separate conversion charge. These assurances and obligations will not apply if more than six months has passed since employee completed their assignment by WVSG for client. Client understands that supervision of the assigned WVSG employee for agreed upon duties is a client responsibility. Client agrees not to allow any WVSG employee to operate any motor vehicles without signing a Driver's Release Form supplied by WVSG. Client agrees not to entrust any WVSG employee with cash, negotiable instruments or any other valuable property without prior written permission of WVSG. Client agrees to provide all general and specific safety training necessary to perform the assignment including safety information regarding exposures to hazardous Substances. Client will also provide WVSG employees protective equipment legally required or necessary to perform the assignment and will insure that the employee Uses that equipment. Client agrees to immediately notify WVSG if any WVSG employee has notified client of any work related injury or accident. Client signature on the front side constitutes agreement to the above terms and further certifies that the hours indicated are correct and that the work was performed In a satisfactory manner. This timecard supplements and does not replace anymore comprehensive agreement between client and WVSG.

Employee Agreement:

I understand that by my signing this timecard, I certify that the hours worked are true and correct. I also understand that timecard forgery, fraud, theft, or embezzlement Violates WVSG policy and may constitute a crime.
I agree to contact WVSG office after the completion of each assignment.
I agree to contact my WVSG office if I am asked to perform work or operate equipment which seems unsafe.
If I am injured while on a WVSG assignment, I will immediately notify my WVSG office.
I further certify that no work-related accident or injury (other than as previously reported, if any) was sustained by me during this work week. (PRISM)

AM:	PM:
1.00 = 1	13.00 = 1
2.00 = 2	14.00 = 2
3.00 = 3	15.00 = 3
4.00 = 4	16.00 = 4
5.00 = 5	17.00 = 5
6.00 = 6	18.00 = 6
7.00 = 7	19.00 = 7
8.00 = 8	20.00 = 8
9.00 = 9	21.00 = 9
10.00 = 10	22.00 = 10
11.00 = 11	23.00 = 11
12.00 = 12	24.00 = 12

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.