

**TEMPORARY PERSONNEL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE
AND HR MANAGEMENT CORP, INC.**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and HR Management Corp, Inc. ("AGENCY").

WHEREAS, on August 3, 2017, CITY issued Request for Proposals No. F18-009 for temporary personnel placement services for field laborers; 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. F18-009 specifications, terms and conditions, and proposer's completed response (Exhibit "A").

AGENCY shall provide qualified individuals, to provide temporary personnel placement services as needed. Each individual performing the required services under this Agreement shall be approved by CITY in advance and shall adhere to the additional requirements set forth in Exhibit "B".

2. Time for Performance

The term of the Agreement shall be effective for two years from date of contract execution, 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; tools, materials and supplies, as required, while working at a CITY facility, grounds and other field operations.

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).

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 "C".

12. City Representative

DeLanie LoFranco, 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

Moh Aksoum, 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, to address below.

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.

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

To AGENCY: Moh Aksoum, Recruiter - Operations
HR MANAGEMENT CORP, INC.
99 s. Almaden Blvd, Suite 600
San Jose, CA 95113

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: _____
HR Management Corp, Inc.

By _____
City Attorney

By _____

Title and Date

By _____

Title and Date



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Cover Page

August 28, 2017

Andy Penick, Purchasing Division
City of Sunnyvale
Sunnyvale City Hall Annex
650 West Olive Avenue
Sunnyvale, CA 94086

Re: City of Sunnyvale; RFP No. F18-009- Temporary Personnel Placement Services

Dear Mr. Penick:

HR Management is pleased to submit this proposal in pursuit of City of Sunnyvale's Supplemental Temporary and Payroll Services.

The official bidder is HR Management Corp, Inc. We are a Delaware corporation established on July 2, 2002. HRM's local office, located at 99 S. Almaden Blvd, Suite 600, San Jose, Ca 95113 will oversee this contract. HRM's EIN number is 75-3008185, HRM's Dun and Bradstreet number 140036828. Clarence Hunt, President/CEO, 462 Elwood Avenue, Suite 9, Oakland, California 94610, 510-267-0115-office, 510-549-9657-fax, 510-435-2601-cell; cahuntjr@sbcglobal.net is authorized to make representations on behalf of and to bind bidder. Please mail correspondence to our Oakland office. Wells Fargo Bank is our bank of record. HR Management is in good standing in the State of California and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP. HR Management accepts all conditions and requirements set forth in the RFP, including addenda. This is to confirm that our proposal is valid for 90 days from the date of submittal. HRM has offices in Oakland, Sacramento, Roseville, Irvine, San Jose, and Los Angeles. We have approximately 11 full-time employees not including temporary staff or contract personnel. HR Management has not experienced any contract failures. We have not been investigated for any violations of law. HR Management believes that your goals of providing temporary personnel placement services to interested City departments can be achieved by working together. Thank you for the opportunity to submit a proposal and HR Management looks forward to supporting and implementing your temporary personnel placement services requirements.

Sincerely,

A blue ink signature of Clarence Hunt, consisting of a stylized 'C' followed by a long horizontal stroke.

Clarence Hunt
President/CEO



General Information

1. **Company Name:** HR Management Corp, Inc.

2. **Headquarters Address:** 462 Elwood Ave, Suite 9. Oakland, CA 94596

3. **Number of Locations Nationwide:** 6 Number of California Locations: 6

Number of Employees Nationwide: 11 not including assigned temporary staff

4. **Local Office Information:**

Address: 99 South Almaden Blvd, Suite 600. San Jose, CA 95113

Number of Employees: 2

Average annual business volume over last three calendar years: \$1.5 million

Average annual staff turnover rate based upon last three calendar years: 2%

Number of Years Providing Temporary Personnel Placement Services at this Location: 5 Years

Office Manager: Moh Aksoum Telephone No. (669) 231-8749

Primary Contact Person for the City of Sunnyvale:

Name: Moh Aksoum Telephone No. (669) 231-8749

Moh Aksoum, Recruiter – Operations Coordinator, has been with HR Management for two years. He is the Recruiter – Operations Coordinator and Billing and Accounting Supervisor assigned to the City of Sunnyvale. Moh has over eight years of client/accounting service experience, two years spent in the personnel industry. He has worked with public agencies throughout his career with HR Management, which began in 2015. Moh supervises client services and accounting.

During the last year with HR Management, Moh held a variety of positions in Staffing, Accounting, Systems, and Human Resources Management and Risk Management. His duties include the implementation of automated accounting and payroll systems, unemployment insurance and worker's compensation claims and related activities. As a result, Moh has an in-depth knowledge of systems administration, analysis and auditing. This has enabled Moh to create a variety of management reports for clients that have resulted in significant cost savings for them.

In addition to the above referenced duties, Moh oversees staffing and management reports for our clients, including, but not limited to, design and preparation of activity, tracking and management reports.

**Contact Information:**

Moh Aksoum, Recruiter - Operations, Accounting and Operations Supervisor
HR Management
99 S. Almaden Blvd, Suite 600
San Jose, CA 95113
Tel (510) 267-0115
Fax (510) 549-9657
hrmstaffingmoh@gmail.com

HR Management Account Manager Moh Aksoum will lead our team and serve as the primary point of contact for the City. Mr. Aksoum is a Recruiter and Operations Coordinator with over two (2) years of experience providing project management services to HR Management clients. Moh is based in HRM's San Jose office.

HR Management Assistant Account Manager-Bilingual Specialist Lizvette Ayala Valdez will serve as the alternate point of contact for the City and a back-up day-to-day contact. Lizvette has been with HRM for more than a year. Lizvette is based in HRM's San Jose office: 99 S. Almaden Blvd, Suite 600, San Jose, Ca 95113; Telephone: (669) 231-8749, Fax: (510) 549-9657; Email: hrmstaffinglizvette@yahoo.com

Clarence Hunt, President, will serve as the Executive Manager for the City of Sunnyvale account. Clarence has over 37 years of Executive Level Human Resources experience. Clarence will have contract oversight responsibility including quality control for all services provided to the City. Clarence is the founder of HRM. Clarence is based in HRM's Oakland office: 462 Elwood Avenue, Suite 9, Oakland, Ca 94610; Telephone: (510) 267-0115, Fax: (510) 549-9657; Email: cahuntjr@sbcglobal.net.

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 **07/01/2002** State of incorporation **Delaware**

Names and Titles of All Officers and Directors: **Clarence Hunt, President**



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, HR Management is willing to develop an application, time card, and other forms specifically for the City of Sunnyvale. Sample forms attached for review.

7. Time Cards and Invoicing

- a. Invoice Frequency: **Weekly**
- b. Payment Terms: **Net 30**
- c. Can you accommodate reimbursement of mileage? **Yes, HR Management can accommodate mileage reimbursement to employees assigned to the City of Sunnyvale.**

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

HR Management provides an expense form covering mileage. After receipt and approval of the signed expense reimbursement document, HR Management will audit the expense form for completeness and accuracy. Thereafter, HR Management will either include the expense in our weekly invoice or issue a separate invoice for that particular item. Mileage is calculated based upon the Internal Revenue reimbursement rate. Mileage reimbursements are paid weekly and included weekly in employee pay checks.

d. Enter here or attach a narrative explaining:

1. Your standard invoice procedure.

HR Management uses QuickBooks to generate invoices. After receipt of approved and signed employee time-sheet an audit is conducted to assure completeness and accuracy. Thereafter an invoice is generated and emailed electronically to the client.

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

HR Management electronically submit invoices to the City of Sunnyvale by sending invoices through an approved email address using mutually approved software.

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



HR Management will customize its timecard and invoice to comply with the requirements of the City as set forth in the RFP.

8. Employee Benefits and Retention

a. Insurance

HR Management's temporary employees may purchase a health insurance package that covers an individual and/or family member's. Life and Disability policies are available. In compliance with Affordable Care Act ("ACA"), HRM offers our employees insurance options through the California Exchange. Furthermore, dental and vision coverage are available through the Exchange.

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

HRM employees 8 hours vacation pay after completion of 975 paid hours per calendar year.

Holiday Leave

At no expense to our client the following holidays are paid to employees who accrue 1875 paid hours:

New Year's Day Thanksgiving Day Christmas day

Disability or Sick Leave

HR Management provides disability and sick leave according to applicable labor requirements of the State of California. HR Management offers long and short-term disability with certain costs passed thru to the employee.

c. Retirement

Do you provide retirement benefits for your employees?

Yes, HRM employees are eligible to participate in a retirement plan (Simplified Employee Pension Plan) after working 1875 hours during a one-year period. HR



Management may match a portion of employee contributions up to 2% of the employee's annual earned income.

- d. **Other:** HR Management offers direct deposits and credit union services to our employees.

SKILLS UPGRADING AND TRAINING

We offer the use of our computer training facilities at no cost to temporary employees for practicing and improving skills as well as learning the latest word processing, spreadsheet and database programs. Our branch staff also conduct at no-cost, training workshops on subjects related to the workplace, such as professional attire, office etiquette, interviewing skills, etc.

EMPLOYEE RECOGNITION

HR Management understands that employee recognition is as important as financial incentives. To that end, we feature a monthly employee newsletter, Employee-of-the-Month awards and recognition, personal greeting cards on birthdays, holidays and special recognition for positive client feedback received from quality control evaluations.

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

- a. *Pick up time cards at one or more City sites?*

Yes, HR Management can pick-up timecards for City sites. However, the preferred method of timecard submission is electronic or fax.

- b. *Deliver pay checks to one or more City sites?*

Yes, HR Management can deliver employee paychecks to City sites. However, the preferred method of paycheck delivery are direct deposits. Checks can also be mailed to the employee's home.

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

HIRING PRACTICES and RECRUITING

HRM has a policy of nondiscrimination with employees and applicants for employment. No aspect of employment with HRM is influenced by race, color, religion, sex, age, national origin, ancestry, mental disability, marital status, medical condition, sexual preference, physical disability, Family Medical Leave or any other basis prohibited by statute. HRM complies with ADA (Americans with Disabilities Act) requirements and will make necessary and reasonable accommodations for all associates



with disabilities provided that the individual is otherwise qualified to safely perform essential duties and assignments connected with the job and accommodations do not require significant difficulty or expense.

SCREENING: All candidates are screened by telephone prior to their appointment for the application, evaluation, and interview process in our office. Candidates are scheduled for an appointment to complete the application, evaluation, and interview process. Before an employee is placed in a position, HRM obtains two positive references, verifying satisfactory employment in two jobs. HRM requires an explanation for any extensive period of time that is unaccounted for during the preceding three years.

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.

In order to fulfill the City's requirements, HR Management proposes the following approach: HR Management will provide qualified temporary personnel in an expedient manner on an "as-needed" basis. HRM's continuous recruiting efforts and comprehensive interview process enables HRM to provide experienced candidates to fill job orders in accordance with the City's Scope of Services and related job descriptions. HRM utilizes a variety of channels to recruit qualified candidates. Among these sources include web-based recruiting boards (e.g., Craigslist, Indeed, Monster, Glass Door, Zip Recruiter, etc), College Campus recruiting, Open Houses, print advertising, Job Fairs, state employment services (EDD), One Stop Career Centers, client referrals, and "word of mouth". Routine requests for temporary staff will be filled within eight (8) hours from receipt of the job orders. Rush orders can be filled within two (2) hours of receipt from the City.

HRM can and will fill 100% of all job orders received from the City; therefore, a back-up plan isn't needed. HRM will recruit candidates throughout Santa Clara County and surrounding cities ensuring that all required job classifications will be staffed as needed. During HRM's recruitment and training process, we select candidates who are available Monday thru Friday, 8am-5:00pm, as well as weekends and holidays as needed. Our Staffing Coordinators carefully reviews the requirements of each work order to ensure that we offer the best candidate to the City.

Our Staffing team extend beyond matching what is needed on paper. HR Management's on-boarding process include speaking with each candidate individually to get a real understanding of a candidate's commitment, reliability, and dedication. HRM will meet and exceed expectations set forth in the City's Scope of Services. HR Management will only accept Work Orders from designated City representatives. As stated above, HR Management will submit candidates within 8 hours from receipt of Work Orders. HR Management's local databases exceeds 1200 candidates that match the skills sets described in the subject matter RFP. Accordingly, HR Management can refer two candidates within one business day from

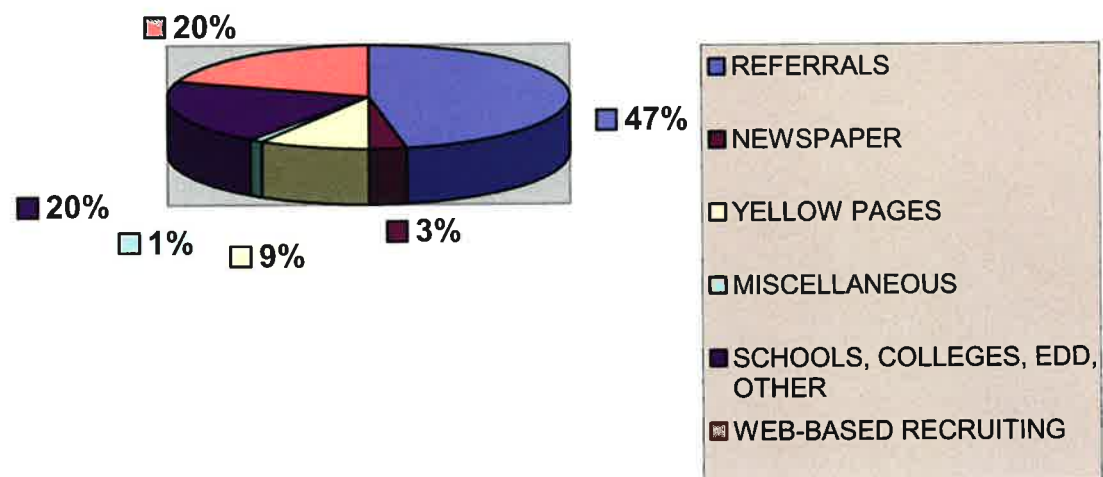


receipt of job orders from the City. HR Management's screening and recruiting practices meet and exceed the City's Scope of Services; HR Management covers all costs associated with advertising, marketing, and recruitment of candidates.

EMPLOYEE POOL

HRM's San Jose office has a pool of over 1200 available employees from which to choose. These employees, recruited throughout Santa Clara County enabling HR Management to service all of the City of Sunnyvale's requirements. Approximately 5% of HRM's candidate pool are continually on assignments. ***HRM can fill 100% of the City's temporary service requirements.***

As the chart below shows, almost **half** of HR Management's work force comes from the referrals received from **satisfied clients and employees**. Accordingly, various incentives are available for referrals of qualified team members. 40% of our associates are recruited from schools, colleges and community based organizations, and 20% reach us through the Internet. Only 12% of our employees initially contact HR Management through print advertising.



11. Enter here or attach a narrative that describes in detail how you plan to meet the City's startup date of November 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.

As stated in Item 10 above, HR Management has significant numbers of available temporary personnel to fill all of the City's requests in all of the job categories specified in the RFP.



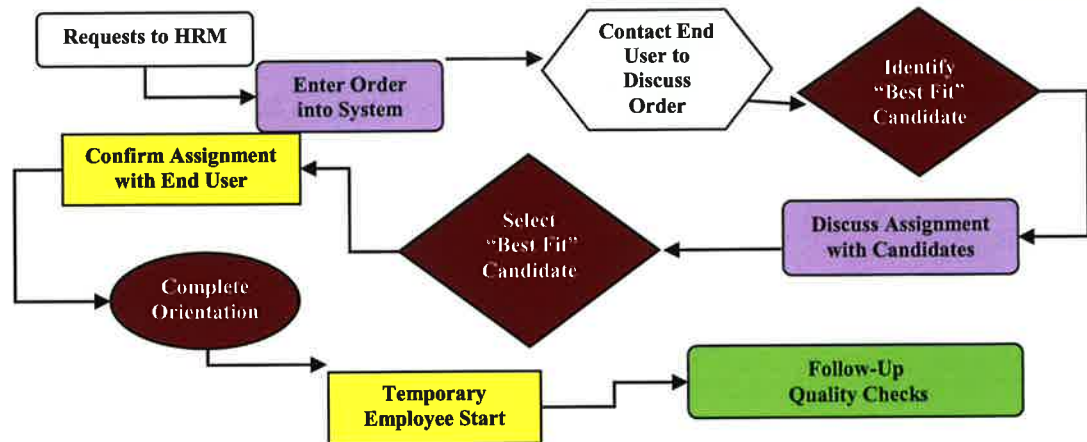
During the first 30-days after contract award, if requested by City management, meetings will be conducted to undergo a comprehensive assessment of the current temporary staffing program, required skills and services, strengths/weaknesses of current program, and review immediate and long term goals of the program. If requested, HR Management will conduct an initial walk through of City facilities where services are conducted meeting City staff having oversight of the project. Staffing levels will be assessed determining how many new temporary staff will be required to back-fill open positions after taking into account staff grandfathered from prior contractors. HR Management will accept candidates transitioned from another staffing agency without loss of benefits assuming that the benefits are readily available and competitively priced. Transitioned candidates can be onboarded at their respective client sites during individual or group application processing meetings with HR Management recruiters or they can come to HRM's local office to complete the onboarding process.

We actively recruit, test, and reference check new candidates for placement. Upon receipt of background clearances, we dispatch newly referred candidates until required numbers of staff for each City location is reached. Our monitors will visit each City location on a weekly basis to assure compliance with performance standards and to address other matters as required by the City. During this period, HRM recruiters will provide intensive outreach to City staff to assure a smooth transition. HRM will use our existing testing and recruiting systems which have been effective and successful in delivering services to government clients during the last 15 years.

METHOD OF FILLING JOB ORDERS:

With our software, HRM is able to search our local candidate pool of more than 1200 employees by any number of different search criteria. For example, we may search for (1) a General Laborer who (2) has certain skills and (3) has worked in a similar environment (4) for the pay rate available and (5) is able to commute by car because the location is not accessible by public transportation and (6) has received only superior ratings on past assignments who (7) has at least three years of experience as a laborer.

Once the software identifies the qualified candidates who meet the search parameters, Moh and his team will review each employee file individually in an effort to source the very best candidate for the City's job assignment. Most files will have resumes attached so once the candidate(s) are presented to City staff, the employee's resume will be submitted as well. Depending upon the complexity of the search, the time to fill the order will vary and be contingent upon the City's timeline for filling the position. Our experience is that most orders are filled within a 24 hour timeframe.



COMMUNICATION

As outlined above, Moh and his staff will confirm (either by phone or email) receipt of job orders from the City and will provide City staff with immediate notification regarding when orders will be filled. HRM will insure that assigned staff are aware of the start date including a pre-date notification with the employee before the assignment commences. Note that HR Management is available 24/7 and during non-customary business through cell phone. The City will be provided with the name and telephone number for HRM's after normal hour representative.

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

No, HR Management has never failed to complete an awarded contract.

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

No, HR Management has never been or is the subject of a bankruptcy or insolvency proceedings or subject to assignment for the benefit of creditors.



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

HR Management will not utilize subcontractors.

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>
Laborers – General	<u>68</u>
Laborers - Grounds Maintenance	<u>70</u>
Laborers - Public Works and/or Environmental Services	<u>45</u>
Laborers – Meter Reading	<u>20</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>
Laborers – General	<u>\$26.54 - \$33.88</u>	<u>38.75%</u>
Laborers - Grounds Maintenance	<u>\$16.71 - \$24.35</u>	<u>38.75%</u>
Laborers - Public Works/Environmental	<u>\$27.87 - \$35.57</u>	<u>38.75%</u>
Laborers – Meter Reading	<u>\$28.07 - \$35.83</u>	<u>38.75%</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.)

References listed below:



Company Name:	Santa Clara County Housing Authority
Address:	505 West Julian Street.
City, State, Zip:	San Jose, CA 95110
Contact Person:	Melinda Fraire
Contact Number:	408-993-2937
Number of Years Doing Business:	2 ½ years

Company Name:	County of Sacramento - GSA
Address:	725 7th Street
City, State, Zip:	Sacramento, CA 95822
Contact Person:	Rhonda Kissane
Contact Number:	916-874-8691
Number of Years Doing Business:	3 years

Company Name:	City of Oakland
Address:	150 Frank H. Ogawa Plaza, Suite 2352
City, State, Zip:	Oakland, CA 94612
Contact Person:	Lisa Wright
Contact Number:	510.238.6235
Number of Years Doing Business:	3 years

Company Name:	Housing Authority of Richmond
Address:	330 -25th Street
City, State, Zip:	Richmond, CA 94804
Contact Person:	Bill Bounthon
Contact Number:	510-621-1358
Number of Years Doing Business:	4 years

Company Name:	Housing Authority of Oakland
Address:	1619 Harrison Street
City, State, Zip:	Oakland, CA 94612
Contact Person:	Sonya Cobb
Contact Number:	510- 874-1629
Number of Years Doing Business:	3 years



ADDENDA

Proposer acknowledges receipt of the following Addenda:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Reports: HR Management will provide bi-weekly reports to the City's Human Resources. The reports will include all data required by the City as set forth in the RFP. Moreover, HR Management can customize reports upon the request of the City.

SIGNATURE

President

Signature

Title

Clarence Hunt

August 28, 2017

Name (printed or typed)

Date

510-267-0115

510-549-9657

Telephone Number

Fax Number

75-3008185

cahuntjr@sbcglobal.net

Tax ID Number

Email

Sunnyvale Business License Number: HR Management has a San Jose Business license. However, upon contract award, HRM will apply for and obtain a Sunnyvale business license.



HR Management, Inc.

APPLICATION FOR EMPLOYMENT

POSITION DESIRED:		SALARY EXPECTED:		COUNSELOR:	
NAME:		HIGH SCHOOL:			
ADDRESS:		COLLEGE:			
CITY:		STATE:	ZIP:	DEGREE / MAJOR:	
PHONE (Cell/Home):		BUS:	FLUENT LANGUAGE(S):		
EMAIL:					
FOR OFFICE USE		HOW LONG IN AREA: _____			
		SOCIAL SECURITY #: _____			
		I.D./DRIVERS LICENSE#: _____			

PLEASE LIST MOST RECENT POSITION FIRST/ACCOUNT FOR ALL LONG PERIODS OF UNEMPLOYMENT/EMPLOYMENT DATA.

FROM	TO	COMPANY & ADDRESS	BUSINESS	SALARY	POSITION	SUPERVISOR	REASON FOR LEAVING
MO./YR.	MO./YR.	_____	_____	_____	_____	_____	_____
MO./YR.	MO./YR.	_____	_____	_____	_____	_____	_____
MO./YR.	MO./YR.	_____	_____	_____	_____	_____	_____
MO./YR.	MO./YR.	_____	_____	_____	_____	_____	_____
OFFICE EQUIPMENT ACQUIRED:		OPERATED/TECHNICAL SKILLS		WHAT DO YOU LIKE MOST ABOUT YOUR JOB			

HR Management, Inc.
462 Elwood Avenue, Suite 9
Oakland, CA 94610
Phone: (510) 267-0115
Fax: (510) 549-9657

EQUAL OPPORTUNITY EMPLOYMENT

HR Management, Inc.

MILITARY SERVICE

YEARS OF SERVICE:	BRANCH:
DUTIES:	

IN THE EVENT OF AN EMERGENCY PLEASE CONTACT:

NAME:	ADDRESS:	CITY:
STATE:	ZIP:	PHONE:
		RELATIONSHIP:

HAVE YOU BEEN CONVICTED OF ANY VIOLATIONS OF THE LAW? (EXCLUDE TRAFFIC VIOLATIONS UNDER \$50,000. A CONVICTION RECORD IS NOT NECESSARILY A BAR TO EMPLOYMENT. EACH CASE WILL BE GIVEN INDIVIDUAL CONSIDERATION BASED ON JOB RELATEDNESS.)

WERE YOU EVER DISCHARGED OR FORCED TO RESIGN FROM ANY POSITION?: YES ☐ NO ☒

I HAVE RECENTLY APPLIED FOR EMPLOYMENT AT THE FOLLOWING FIRMS. PLEASE DO NOT CONTACT THEM.

COMPANY NAME:	POSITION APPLIED FOR:	INTERVIEWED BY:	STILL BEING CONSIDERED:

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND I HEREBY AUTHORIZE HR MANAGEMENT, INC. TO CONDUCT BACKGROUND CHECKS AS A PRE-CONDITION OF EMPLOYMENT.

SIGNATURE _____ DATE _____

WE ARE AN EQUAL OPPORTUNITY EMPLOYER.

HR Management, Inc.
462 Elwood Avenue, Suite 9
Oakland, CA 94610
Phone: (510) 267-0115
Fax: (510) 549-9657

EQUAL OPPORTUNITY EMPLOYMENT



YOUR Current Order Number				YOUR NAME								
	BRANCH NUMBER	LETTER	JOB NUM							Week Ending	MO	Day
								Sunday				

[illegible]TOTAL HOURS WORKED
(ROUND TO NEAREST QUARTER HOUR)

	OVERTIME	
HRS	MIN	

	STRAIGHT TIME	
HRS	MIN	

TITLE
COMPANY NAME
DIVISION OR DEPARTMENT
CITY

ASSIGNMENT COMPLETED

☐ Yes ☐ No

CUSTOMER SIGNATURE

HR Management, Inc.

462 Elwood Avenue, Suite 9
Oakland, CA 94610

Date	Invoice Number

Bill To:

P.O. Number	PERSONNEL ...	Soc. Sec. No.	Classification	Supervisor / D...	Terms	Period Ending

Description	Hours	Rate	Amount	Charge Code

Please remit payment to:
HR Management
462 Elwood Ave. Suite 9
Oakland, CA 94610

Total	\$0.00
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CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to the Contractor. Work cannot begin on the Contract until HR Management receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the City of Sunnyvale to provide certain services to the City. The City requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the City of Sunnyvale for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the City by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the City of Sunnyvale pursuant to any agreement between any person or entity and the City of Sunnyvale.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the City, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the City, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the City of Sunnyvale and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the City. In addition, I may also have access to proprietary information supplied by other vendors doing business with the City of Sunnyvale. The City has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in City work, the City must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the City. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the City of Sunnyvale. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the City, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or City employees who have a need to know the information. I agree that if proprietary information supplied by other City vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED Name: _____

POSITION: _____

HR Management
City of Sunnyvale

Temporary Personnel Services

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to City with Contractor's executed Contract. Work cannot begin on the Contract until City receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the City of Sunnyvale to provide certain services to the City. The City requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the City of Sunnyvale for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the City of Sunnyvale by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the City of Sunnyvale pursuant to any agreement between any person or entity and the City of Sunnyvale.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the City, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the City, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the City of Sunnyvale and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the City. In addition, I may also have access to proprietary information supplied by other vendors doing business with the City of Sunnyvale. The City has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in City work, the City must ensure that I will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the City. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the City of Sunnyvale. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the City, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or City employees who have a need to know the information. I agree that if proprietary information supplied by other City vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: / /

PRINTED NAME: _____

POSITION: _____

EXHIBIT "B"
ADDITIONAL REQUIREMENTS

1. Criminal Background Checks. Temporary employees that are placed with the City are required to undergo criminal background checks conducted by the agency. Any applicant who receives other than a "clear" or "no record" result shall have their results reviewed by the agency for an appropriate job nexus consistent with current state and federal guidelines. The agency shall verify in writing with the City that the background check has been performed for each employee placed with the City.
2. Limitation of Hours. It is City policy that no temporary employee shall be assigned to the City more than 900 hours per fiscal year. The agency shall maintain a record of the total hours each temporary employee has been on all assignments at the City during the fiscal year and shall inform the appropriate City supervisor, in writing with a copy to the Director of Human Resources or designee, whenever the length of an employee's assignment reaches 800 hours in a fiscal year; such notice shall be made within two weeks of the employee reaching 800 hours. Under no circumstances shall the agency allow a temporary employee's assignment to extend beyond these time limits. In addition, the agency will provide the City the number of hours worked for each temporary employee every two weeks.
3. Conflicts of Interest and CalPERS Requirements. The agency shall obtain the following information from any temporary employee being considered for assignment to the City:
 - Does the individual have a family relationship with any City employee and/or official? If the answer is "yes", the agency shall obtain approval from the Director of Human Resources or his or her designee prior to making the assignment.
 - Is the individual a member of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person will not be assigned to the City of Sunnyvale.
 - Is the individual a retiree of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person must have been retired for a minimum of 180 days. In addition, the compensation paid to a CalPERS retiree cannot be less than the minimum or exceed the maximum paid to a regular City of Sunnyvale employee performing equivalent or comparable work. CalPERS retirees cannot receive any benefit, incentive, compensation in-lieu of benefits, or any other form of compensation in addition to their hourly pay rate.

- 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.

EXHIBIT "C"

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.