

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: February 11, 2014

SUBJECT: AWARD OF CONTRACT TO WORKERS.COM FOR RFB #2263, TO PROVIDE TEMPORARY/SEASONAL LABORERS FOR PARKS AND LANDSCAPE MAINTENANCE IN THE AMOUNT NOT TO EXCEED \$772,364 PER YEAR FOR A TWO-YEAR TERM WITH THE OPTION TO EXTEND FOR ONE ADDITIONAL YEAR (GENERAL FUND)

Report in Brief

Bids were opened on December 19, 2013 at 10:00 a.m. for Request for Bid (RFB) #2263 to provide temporary/seasonal labor for parks and landscape maintenance. Staff found Workers.com to be the apparent lowest, responsive, and responsible bidder.

Staff recommends that City Council select Workers.com as the lowest responsive bidder per City Municipal Code, and award a contract to provide temporary/seasonal laborers for parks and landscape maintenance (RFB #2263) in the amount not to exceed \$772,364 per year for a two-year term and the option to extend for one additional year.

Background

The Public Works Department Parks Maintenance Division is responsible for maintaining “green infrastructure” throughout the City. Examples of this infrastructure include developed parks, open space, trails, landscaped medians, and the urban forest. Work is completed using a combination of contracts, full time and limited service (part time) staff. In Fiscal Year 2013/14, approximately 50% of all parks crew’s staffing (over 52 FTE) is budgeted to be limited service employees. Examples of tasks performed by limited service staff members include cleaning bathrooms, picking up litter, mowing/edging lawns, and basic landscape maintenance such as trimming, pruning and raking leaves. The levels of classification in which limited service employees in the Parks Maintenance Division are assigned to work under and receive direct supervision from vary. The total budget for these positions in Fiscal Year 2013/14 is \$772,364.

Depending on the season, the Parks Division relies on between 25 and 45 limited service staff members. All limited service staff members are limited to less than 1,000 working hours a year and less than 30 working hours a week to assure that the City does not inadvertently move the employees from part-time to full-time as controlled for under the Federal Affordable Care Act and under CalPERS. Achieving the level of staffing which is necessary to accomplish Parks Maintenance standards within tight budget constraints and federal and state constraints is a continual challenge for the City. Public Works and Human Resources have collaborated on methods to meet this challenge and have determined

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that the most effective and efficient approach is to utilize the services of a local temporary employment agency. Temporary employment agencies are experts in the field of staff recruitment and have proven agile enough to provide quality part time personnel in a timely manner. Over the last year and a half, it would not have been possible to maintain adequate staffing levels without the assistance of local temporary staffing agencies.

Request for Bid (RFB) #2263, titled *Temporary Service Agency for Parks & Landscape Maintenance Laborers*, was issued on November 15, 2013. A bid opening occurred on December 19, 2013 with four temporary services agencies responding. Results are shown on Attachment A; Concord based Workers.com is the lowest, responsive and responsible bidder. Workers.com has been successful in placing temporary landscape laborers with the City of Concord since approximately June 2012.

Discussion

In hiring temporary employees, Concord has the choice of relying on outside temporary staffing agencies to recruit, screen, assess, background, hire and assure compliance with State and Federal employment laws or performing these tasks in-house. The City has experience doing it both ways, when the City takes on the role of recruiting and hiring, the process easily takes two to three months and sometimes longer depending upon other demands on staff, making it difficult for the department to sustain its desired service levels. For the last year and a half, when the City was unsuccessful at keeping up with the need for qualified temporary employees, the City has relied on Workers.com to provide landscape laborers on an as-needed, temporary basis. The company has proven to the City that its recruitment, screening and placement procedures successfully meet the needs of Parks Division operations. Additionally, Workers.com has developed a reporting tool that assists the City in achieving compliance with highly complex employment benefit constraints. Under the terms of the proposed agreement, all fees and costs associated with compliance of the Patient Protection and Affordable Care Act, federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, and CALPERS or other retirement costs will be the responsibility of the selected temporary employment agency.

Fiscal Impact

The Public Works Parks Division budget for Seasonal Parks Laborers is \$772,364 in Fiscal Year 2013/14. Additional resources are not necessary to engage Workers.com to supply the City with temporary employees serving as park and landscape laborers. Additionally, using a temporary employment agency to recruit, screen, pay, and monitor for State and Federal compliance with employment laws when the City is filling part-time positions removes a significant amount of work from full time City staff in the Human Resources and Public Works Departments, allowing them to concentrate on other high-priority responsibilities.

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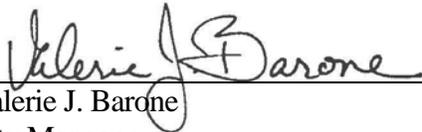
Public Contact

Five potential vendors were directly solicited to submit bids on November 15, 2013. Notice of RFB #2263 was sent to the Concord Chamber of Commerce and posted in the Finance Office lobby and on the City's website.

Recommendation for Action

Staff recommends that City Council select Workers.com as the lowest responsive bidder per City Municipal Code, and award the contract to provide temporary/seasonal laborers for parks and landscape maintenance (RFB #2263).

Prepared by: Steve Voorhies
Parks Program Manager
Steve.Voorhies@cityofconcord.org



Valerie J. Barone
City Manager
Valerie.Barone@cityofconcord.org

Reviewed by: Justin Ezell
Director of Public Works
Justin.Ezell@cityofconcord.org

- Attachment 1: Review Memo for Request for Bid #2263 - "Temporary Service Agency for Parks & Landscape Maintenance Laborers"
- Attachment 2: Professional Services Agreement between Workers.com and City of Concord



PURCHASING DEPARTMENT – FINANCE * CITY OF CONCORD (COC)
1950 Parkside Drive, MS/07 * (925)671-3178 / (925)676-2290 FAX

INTEROFFICE MEMORANDUM

To: Steve Voorhies, Parks Program Manager
From: Debbie Wellnitz, Purchasing Manager
Subject: Review Memo for Request For Bid (RFB)#2263 –Temporary Service Agency for Parks & Landscape Maintenance Laborers
Date: December 19, 2013

This correspondence is to advise you that I have completed the administrative review above RFB and the apparent lowest, responsive, and responsible bidder is **Workers.com in Concord, CA**.

The City issued a ‘Request For Bid’ notice in accordance with the COC Procurement Policy on November 15, 2013 for the above-mentioned service/product. Five (5) potential bidders on the suggested solicitation list were solicited and the Notice to Bid was published on the City’s website, Public Purchase System (over thousands of vendors), posted outside of the Finance Building, and sent to the Concord Chamber of Commerce. Four (4) companies submitted a bid by the deadline of 10:00 AM on **December 19, 2013**.

The following table is the results from the bid opening with the lowest bid listed first:

	Company, Location	Bid Amount – Hourly Billing Rate	Local Preference (5%)
1	Workers.com (Concord, CA)	\$14.42 (with 5% local preference) (Bid Amount - \$15.18)	Yes
2	Tri-State Employment (New York, NY)	\$14.67	No
3	Express Employment Professionals (Concord, CA)	\$21.23 (with 5% local preference) (Bid Amount - \$22.35)	Yes
4	Labor Ready (Concord, CA)	\$21.80 (with 5% local preference) (Bid Amount - \$22.95)	Yes

The bid tabulation is typically posted on the website shortly after the bid opening. I have reviewed each bid submittal for completeness and correct amount calculations. Minor informalities shall be rectified with the bidder(s) if necessary.

The bid tabulation and a copy of each submittal are attached for your review. The bid submittals are subject to your technical evaluation. Upon your review and decision on the selected bid based on 'best value*' for the City, the awarded contractor will be notified for any additional, applicable requirements and documentation including but not limited to a signed contract, current business license, insurance requirements, and bonds. A purchase order (PO) shall be issued once all required documents are submitted, council approval awarded (if applicable), contract signed (if applicable), and a requisition is submitted through Lawson system. Upon completion of the PO, you may inform the awarded contractor with a 'Notice to Proceed' for commencement of work.

Please contact me for any questions and status of your review progress at 671-3219. Thank you.

*Best Value Concept:

The contract shall be awarded to the lowest responsive bidder based on the City's best value concept. Criteria for determining low bids shall include, but not be limited to, the following: (1) The ability, capacity, and skill of the bidder to perform the contract or provide the supplies, services, or equipment required; (2) The ability of the bidder to provide the supplies, services, or equipment promptly or within the time specified without delay or interference; (3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder; (4) The quality of the bidder's performance on previous purchases or contracts with the City; (5) The ability of the bidder to provide future maintenance, repair, parts, and services for the use of the supplies purchased.

PARKS AND LANDSCAPE SERVICES AGREEMENT

Attachment 2

1 **THIS AGREEMENT** made and entered into on February 11, 2014 by and between the City
2 of Concord (hereinafter "CITY"), located in the County of Contra Costa, State of California, and Mel
3 Services Inc. DBA Workers.com, 1070 Concord Avenue, Ste. 112, Concord, CA 94520, a California
4 corporation, (hereinafter "CONTRACTOR").

5 **THE PARTIES ENTER THIS AGREEMENT** based upon the following facts,
6 understandings and intentions:

7 CITY desires to contract with CONTRACTOR to provide temporary employment for
8 landscape work assignments that are non-permanent or seasonal in nature, as further described herein,
9 upon the terms and conditions hereinafter set forth.

10 On February 11, 2014, the City Council authorized the City Manager to execute this
11 Agreement with CONTRACTOR.

12 **NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and promises of the
13 parties herein contained, the parties hereto agree as follows:

14 **1. TERM**

15 The effective date of this AGREEMENT is February 11, 2014 and shall terminate on
16 February 10, 2016.

17 **A. Extension of Term.** Upon mutual written agreement by the parties, the term of
18 this Agreement may be extended for one year commencing upon the expiration of the initial or
19 extended term, subject to the same terms and conditions of this Agreement. CONTRACTOR shall
20 give written notice of its request for extension of the term of the Agreement to the City's Authorized
21 Representative, as identified in Section 5 below, at least thirty (30) days prior to expiration of the
22 initial or extended term.

23 The extension(s) of the term of this Agreement shall be subject to a review of
24 CONTRACTOR'S performance in accordance with the terms and conditions of this Agreement and
25 shall be subject to City approval. Such extension of time shall be in writing by a duly executed
26 Amendment to this Agreement.

27 **2. SCOPE OF SERVICES**

28 CONTRACTOR shall provide temporary employment services for the City of Concord, as

1 specified in the RFB, attached as Exhibits A and B and incorporated herein as though set forth in full.

2 **3. PAYMENT**

3 Contractor shall be paid in the amount not to exceed \$ 772,364.00 per year, at an Hourly Bill
4 Rate Including Mark-up of \$15.18, as specified in Exhibit B, for the term of this agreement and the
5 option to extend for one additional year .

6 CONTRACTOR may submit monthly statements for services rendered. It is intended that
7 Payment to CONTRACTOR will be made by CITY within thirty (30) days of receipt of invoice. Any
8 Amendment to this Agreement that includes an increase to this compensation amount shall be made in
9 accordance with Section 6 below.

10 **4. INDEPENDENT CONTRACTOR**

11 CONTRACTOR is and shall be deemed an independent contractor, and shall have
12 responsibility for and control over the details and means of providing its services under this
13 AGREEMENT. CONTRACTOR agrees that its services shall be performed with due diligence and in
14 accordance with generally accepted industry practices and as generally directed by CITY. In
15 assuming and performing the services set forth in this Agreement, CONTRACTOR is an independent
16 contractor and shall not be eligible for any payment, benefits or remuneration of any nature, which the
17 CITY may otherwise provide to its employees, except as expressly provided for in the this
18 AGREEMENT. All persons, if any, hired by CONTRACTOR shall be employees or subcontractors
19 of CONTRACTORS and shall not be construed as employees or agents of the CITY in any respect.
20 CONTRACTOR shall have responsibility for and control over the means of providing services under
21 this AGREEMENT.

22 CONTRACTOR shall use its best efforts to perform and coordinate all activities in a timely
23 manner so that the assigned activities will be completed according to the established monthly
24 scheduled issued by CITY.

25 As provided in this RFB, each selected bidder, its employees, subcontractors, and anyone
26 under them is intended and shall be construed to be an independent contractor retained by City to
27 perform the work described herein. Each selected bidder, at its sole cost and expense, shall pay any
28 and all fees, costs, expenses, taxes (including, without limitation, sales taxes, use taxes, personal

1 property taxes, and other taxes and assessments), and premiums now or hereafter in effect, which are
2 payable by reason of or in connection with work or services performed or provided for or on behalf of
3 City by the selected bidder, its employees, subcontractors, and anyone under them (“Fees and Costs”).
4 “Fees and Costs” includes, without limitation, all monies arising out or related to compliance with or
5 otherwise due under the Patient Protection and Affordable Care Act, federal Social Security Act, any
6 applicable unemployment insurance contributions, Workers Compensation insurance premiums, and
7 CALPERS or other retirement costs. Each selected bidder hereby represents, warrants, and shall
8 ensure that none of its employees, subcontractors, or anyone under them shall perform or provide
9 more than 999 hours of work or services for or on behalf of City (“Excess Work”). Each selected
10 bidder shall indemnify, defend, and hold City harmless from any and all Excess Work, Fees and
11 Costs, and Claims arising out of or related Excess Work and/or Fees and Costs. The foregoing are
12 material provisions of this RFB, and City will not award a purchase order or contract to, or enter into
13 an agreement with, any bidder who takes exception (in whole or in part) thereto.

14 This provision is in addition to any independent contractor language included the contract
15 executed by the chosen bidder and the City pursuant to this RFB; for example, if a purchase order is
16 executed, this provision shall be in addition to Sample Purchase Order Section 20 (Independent
17 Contractor), and if a services agreement is executed, this provision shall be in addition to Sample
18 Contract Section 4 (Independent Contractor).

19 **5. AUTHORIZED REPRESENTATIVES**

20 CITY’s authorized representatives shall be Steve Voorhies, Parks Program Manager in the
21 City’s Public Works Department. CONTRACTOR’S representatives shall be Richard Pacheco,
22 President and Adrian Martinez, Field Superintendent.

23 **6. AMENDMENT**

24 This AGREEMENT may be amended in writing, including extending the term of the AGREEMENT,
25 subject to the written approval of both parties. If additional services are requested by CITY other than
26 as described in the above Scope of Services, this Agreement may be amended, modified, or changed
27 by the parties subject to mutual consent and in accordance with the CITY’s Municipal Code by
28 execution of an Amendment by authorized representatives of both parties setting forth the additional

1 scope of services to be performed, the performance time schedule, and the compensation for such
2 services.

3 **A. Amendment for Additional Compensation.** The City Manager is authorized
4 to execute amendments providing for additional compensation to CONSULTANT not to exceed
5 \$50,000 during the fiscal year, including the base contract amount, throughout the term of this
6 Agreement. Accordingly, any additional compensation to CONSULTANT that is \$50,000 or more
7 for the fiscal year, including the base contract amount, must be approved by City Council.

8 **7. INDEMNIFICATION**

9 CONTRACTOR agrees to defend, indemnify and hold harmless CITY, its officers, agents,
10 employees and volunteers from and against any and all claims, demands, actions, losses, damages,
11 injuries, and liability (including all attorney's fees and other litigation expenses) arising out of or in
12 any way related to CONTRACTOR'S performance under the terms of this AGREEMENT including
13 but not limited to claims by CONTRACTOR'S employees relating to workplace injuries, conditions,
14 and/or compensation. This obligation shall remain in effect notwithstanding the expiration or
15 termination of this AGREEMENT. This indemnification obligation on CONTRACTOR'S part shall
16 not apply to demands, actions, losses, damages, injuries, and liability arising out of sole negligence or
17 willful misconduct on the part of CITY.

18 **8. OWNERSHIP AND MAINTENANCE OF DOCUMENTS**

19 CONTRACTOR's records, documents, and all other instruments of service pertaining to actual
20 monthly activities within CITY shall be given to CITY by the end of each month.

21 **9. STANDARD OF PERFORMANCE**

22 CONTRACTOR represents to CITY that the services shall be performed in an expeditious
23 manner and with the degree of skill and care that is required by current, good, sound procedures and
24 practices. CONTRACTOR further agrees that the services shall be in conformance with generally
25 accepted industry standards and as generally directed by CITY.

26 **10. INSURANCE REQUIREMENTS**

27 CONTRACTOR shall, at its own expense, procure and maintain in full force at all times
28 during the term of this AGREEMENT the following insurance:

1 **A. Commercial General Liability Coverage.** CONTRACTOR shall maintain
2 commercial general liability insurance with limits of no less than one million dollars (\$1,000,000)
3 combined single limit per occurrence and two million dollars (\$2,000,000) aggregate limit for bodily
4 injury, personal injury, and property damage.

5 **B. Automobile Liability Coverage.** CONTRACTOR shall maintain automobile
6 liability insurance covering all vehicles used in the performance of this AGREEMENT providing a
7 one million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal
8 injury, and property damage.

9 **C. Compliance with State Workers' Compensation Requirements.**
10 CONTRACTOR covenants that it will insure itself against liability for Workers' Compensation
11 pursuant to the provisions of California Labor Code §3700, et seq. CONTRACTOR shall, at all
12 times, upon demand of the City Council and properly authorized agents, furnish proof that Workers'
13 Compensation Insurance is being maintained by it in force and effect in accordance with the
14 California Labor Code.

15 **D. Other Insurance Provisions.** The policies are to contain, or be endorsed to
16 contain the following provisions:

17 (1) CITY, its officers, agents, employees, and volunteers are to be covered
18 as additional insured with respect to: Liability arising out of activities and operations performed by or
19 on behalf of CONTRACTOR pursuant to this Agreement and premises owned, occupied, or used by
20 CONTRACTOR. The coverage shall contain no special limitations on the scope or protection
21 afforded to CITY, its officers, officials, employees, or volunteers.

22 (2) CONTRACTOR's insurance coverage shall be primary insurance with
23 respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk pooling
24 arrangement, or self-insurance maintained by CITY, its officers, officials, employees, or volunteers
25 shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

26 (3) Any failure to comply with the reporting provisions of the policy shall
27 not affect the coverage provided to the CITY, its officers, officials, employees, or volunteers.

28 (4) The aforementioned policies shall be issued by an insurance carrier

1 having a rating of Best A-7 or better which is satisfactory to the City Attorney and shall be delivered
2 to CITY at the time of the execution of this AGREEMENT or as provided below. In lieu of actual
3 delivery of such policies, a Certificate issued by the insurance carrier showing such policy to be in
4 force for the period covered by the AGREEMENT may be delivered to CITY. Such policies and
5 certificates shall be in a form approved by the City Attorney. Except for worker's compensation and
6 professional liability insurance, the policies mentioned in this subsection shall name CITY as an
7 additional insured and provide for thirty (30) days' notice of cancellation to CITY. Said policies shall
8 not be canceled earlier than, nor the amount of coverage reduced earlier than, thirty (30) days after the
9 CITY receives notices from the insured of the intent of cancellation or reduction.

10 **11. SUSPENSION OF WORK**

11 CITY may, at any time, upon ten (10) days' written notice, suspend further performance by
12 CONTRACTOR under this Agreement. All suspensions shall extend the time schedule for
13 performance in a mutually satisfactory manner, and CONTRACTOR shall be paid for services
14 performed and reimbursable expenses incurred prior to the suspension date. During the period of
15 suspension, CONTRACTOR shall not receive any payment for services, or expenses, except for
16 reasonable administrative expenses, incurred by CONTRACTOR by reason of such suspension.

17 **12. TERMINATION**

18 CITY may terminate this AGREEMENT for any reason upon ten (10) days written notice to
19 CONTRACTOR. CITY may terminate the AGREEMENT upon five (5) days written notice if
20 CONTRACTOR breaches this AGREEMENT. In the event of termination, CITY will pay
21 CONTRACTOR for the services performed as of the effective date of the termination. Any records or
22 documents prepared for CITY prior to the effective date of such termination shall be promptly
23 delivered to CITY by CONTRACTOR.

24 **11. COMPLIANCE WITH CIVIL RIGHTS**

25 During the performance of this contract, CONTRACTOR agrees as follows:

26 **A. Equal Employment Opportunity.** In connection with the execution of this
27 AGREEMENT, CONTRACTOR shall not discriminate against any employee or applicant for
28 employment because of race, religion, color, sex, or national origin. Such actions shall include, but

1 not be limited to, the following: employment, promotion, upgrading, demotion, or transfer;
2 recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of
3 compensation; and selection for training including apprenticeship.

4 **B. Nondiscrimination Civil Rights Act of 1964.** CONTRACTOR will comply
5 with all federal regulations relative to nondiscrimination in federally assisted programs.

6 **C. Solicitations for Subcontractors including Procurement of Materials and**
7 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
8 CONTRACTOR for work to be performed under a subcontract including procurement of materials or
9 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by
10 CONTRACTOR of CONTRACTOR's obligation under this AGREEMENT and the regulations
11 relative to nondiscrimination on the grounds of race, religion, color, sex, or national origin.

12 **13. COMPLIANCE WITH LAWS**

13 CONTRACTOR shall comply with all applicable published Federal, State of California, and
14 local laws, rules, and regulations, and shall obtain all applicable licenses and permits for the conduct
15 of its business and the performance of the services.

16 **14. CHOICE OF LAWS**

17 This AGREEMENT shall be construed and interpreted in accordance with the laws of the State
18 of California, excluding any choice of law rules which may direct the application of the laws of
19 another jurisdiction.

20 **15. NON-WAIVER**

21 The waiver by either party of any breach of any term, covenant, or condition contained in the
22 AGREEMENT, or any default in their performance of any obligations under the AGREEMENT shall
23 not be deemed to be a waiver of any other breach or default of the same or any other term, covenant,
24 condition, or obligation, nor shall any waiver of any incident of breach of default constitute a
25 continuing waiver of same.

26 **16. ENFORCEABILITY**

27 In the event that any of the provisions or portions or application of any of the provisions of the
28 AGREEMENT are held to be illegal or invalid by a court of competent jurisdiction, CITY and

1 CONTRACTOR shall negotiate an equitable adjustment in the provisions of the AGREEMENT with
2 a view toward affecting the intended purpose of the AGREEMENT. The illegality or invalidity of any
3 of the provisions or portions or application of any of the provisions of the AGREEMENT shall not
4 affect the legality or enforceability of the remaining provisions or portions or application of any of the
5 provisions of the AGREEMENT.

6 **16. INTEGRATION**

7 This written AGREEMENT contains the entire AGREEMENT and all understandings
8 between the parties as to the subject matter of this AGREEMENT. It merges and supersedes all prior
9 or contemporaneous agreements, commitments, representation, writings, and discussions between
10 CONTRACTOR and CITY, whether oral or written, and shall not be modified except by written
11 agreement between the parties.

12 **17. SUCCESSIONS AND ASSIGNS**

13 CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal
14 representatives. CONTRACTOR shall not assign or transfer any interest in the AGREEMENT
15 without the CITY's prior written consent, which consent shall be at the CITY's sole discretion. Any
16 attempted assignment or transfer in breach of this provision shall be void.

17 **18. FINANCIAL RECORDS**

18 Records of CONTRACTOR's direct labor costs, payroll costs, and reimbursable expenses
19 pertaining to this work covered by this AGREEMENT will be kept on a generally recognized
20 accounting basis and made available to CITY if and when required.

21 **19. NOTICES**

22 All notices required hereunder shall be in writing and mailed postage prepaid by Certified or
23 Registered mail, return receipt requested, or by personal delivery to the CITY's address as shown
24 below, or such other places as CITY or CONTRACTOR may, from time to time, respectively,
25 designate in a written notice given to the other. Notice shall be deemed received three (3) days after
26 the date of the mailing thereof or upon personal delivery.

27 To CITY: Steve Voorhies, Parks Program Manager
28 Concord Public Works Department
1455 Gasoline Alley MS/47, Concord CA 94520

(925) 671-3202
Email: steve.voorhies@cityofconcord.org

To CONTRACTOR: Susanne Wagner, Division Manager
Mel Services Inc. DBA Workers.com
1070 Concord Avenue, Ste. 112, Concord CA 94520
(925) 680-4422
Email: Susanne@workers.com

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in three (3) or more copies as of the date and year first written above.

CONTRACTOR

CITY OF CONCORD, a Municipal Corporation

By: _____

By: _____

Name: Susanne Wagner
Title: Division Manager

Name: Valerie J. Barone
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3150

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

Date: _____, 2014

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2014

I hereby certify that adequate funds exist or will be received during the current fiscal year 2013/14 to pay the anticipated expenses to be incurred pursuant to this contract. The sum of \$772,364.00.
Account Code: 100 5700 61200 / 100 5710 61200

1 Finance Director

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1 **EXHIBIT A (Page 1 of 10)**

2 **Specifications/General and Work Conditions/Special Provisions**
3 **Temporary Service Agency for**
4 **Parks & Landscape Maintenance Laborers**

5 **SPECIFICATIONS**

6 **A. Introduction**

7 The City of Concord Public Works Department (the “City”) invites interested firms to submit
8 responses to this Request for Bid (RFB) for providing temporary employment for work assignments
9 that are non-permanent or seasonal in nature. The City may opt to make multiple awards.

10 The Public Works Parks Division typically utilizes between 15 to 40 non-permanent or seasonal
11 workers to perform up to 50,000 hours of service annually. (This figure is based on historical data and
12 is not meant to be a projection of anticipated business).

13 **B. About Concord**

14 The City of Concord is a general law City and the largest City within Contra Costa County, located
15 within the central portion of the County. The City enjoys easy access to regional transportation
16 corridors including Highways 680 and 242 and State Highway 4. The City borders the communities of
17 Pleasant Hill, Walnut Creek, Clayton, Pittsburg, Martinez and unincorporated County lands and
18 benefits from access to two BART stations. The City is home to 122,067 residents with a mean
19 household income of approximately \$86,700. The City’s residential areas are complemented by
20 regional shopping areas along Highway 680 and numerous parks and trails throughout the City.

21 Downtown Concord offers many exciting opportunities for dining, shopping, and entertainment as
22 well as a thriving environment for business. The focal point of the downtown, Todos Santos Plaza, is
23 located four blocks northwest of Downtown BART, and serves as the community gathering place for
24 special events such as the Farmer’s Market, Music at Noon, Music & Market Series, and holiday
25 celebrations providing a wonderful open space for residents to enjoy.

26 **C. Project Description**

27 The City has operational needs for temporary personnel to supplement its current work force. The
28 City intends to establish a good working relationship with one or more temporary employment
agencies that will provide fast, quality temporary staffing at reasonable, standard billing rate(s), and
without buyout agreements.

Each selected bidder will be required to fulfill work assignments on an as-needed basis by matching
requested skill sets in the area of park/landscape maintenance. Individual temporary assignments can
run from a few days to several months. Individual assignments are usually 6 months or less, between
20 and 40 hours per week and never exceed 999 hours in a given fiscal year (July 1 to June 30).

1 **EXHIBIT A (Page 2 of 10)**
2 **Specifications/General and Work Conditions/Special Provisions**
3 **Temporary Service Agency for**
4 **Parks & Landscape Maintenance Laborers**

4 **D. Scope of Services**

5 Each selected bidder will perform the following functions in support of temporary employment
6 services:

- 7 1. Provide suitable temporary personnel with the skills to satisfy the City's needs for work
8 assignments for the length of time required.
- 9 2. Notify the City of any candidates submitted for consideration who are current and/or former
10 temporary or seasonal employees of the City.
- 11 3. For temporary positions identified as requiring the candidates to operate a City vehicle, the
12 agency will ensure that the candidate possesses a current and valid State of California driver's
13 license and satisfactory driving record.
- 14 4. Present a single point of contact to support the City account and provide periodic visits to the
15 City of Concord Public Works Department. An alternate contact person is to be assigned in
16 the event the regular contact person is not available.
- 17 5. Staff temporary job openings, upon request and in the requested time frame, with individuals
18 who possess the required qualifications to perform the job to the fullest capacity.
- 19 6. Perform background checks, drug and alcohol tests, strength tests and physicals, if applicable,
20 and obtain Motor Vehicle Reports of any temporary employees to be assigned to work at City,
21 if required.
- 22 7. Allow City Supervisors to screen job applicants' resumes and pre-employment test results and
23 to conduct their own interview process for a particular job, if requested.
- 24 8. Require job candidates to obtain necessary safety equipment (e.g. steel toed boots, gloves,
25 safety glasses), if needed. This safety information will be provided to the selected bidder(s).
- 26 9. Allow City to replace an employee for any reason upon request, and allow City the final
27 determination of the best candidate to replace the employee.
- 28 10. Provide detailed monthly temporary employee staffing reports with the name of the employee,
start and end date, and number of hours worked to date.

Each selected bidder shall abide by the following criteria in their performance of any resulting
agreement:

1 **EXHIBIT A (Page 3 of 10)**
2 **Specifications/General and Work Conditions/Special Provisions**
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4 **Parks & Landscape Maintenance Laborers**

- 5 • The bidder is not to discriminate against any employee or applicant due to disability, race, religion, color, sex, age, or national origin.
- 6 • The bidder, in all solicitations or advertisements for employees placed will state the bidder is an Equal Opportunity Employer.
- 7 • Temporary personnel sent to fill a work request for City who do not meet the criteria of the request may be replaced at the discretion of City.
- 8 • The bidder is responsible for notifying temporary employees of their work assignment, location of work and directions to the work location.
- 9 • The bidder is responsible for ensuring all temporary employees have transportation to and from a City job assignment.
- 10 • City has the right to potentially hire a temporary employee for regular hire, and shall not be required to pay any bidder or bear any training reimbursement, commission, buyout, or any other fee, cost, or expense in connection therewith.
- 11 • The bidder is responsible for being aware of and ensuring that all temporary employees observe applicable City policies and procedures such as Preventing Workplace Violence, and Prohibition of Harassment, Discrimination, and Retaliation attached hereto **Appendix B – Policies and Procedures**.

12
13
14 **Job Duty Descriptions**

15 The following duties/tasks are those that will be most commonly requested by City for the
16 Parks/Landscape Maintenance Laborer:

- 17 • Safely operate commonly used professional landscape maintenance equipment including powered push and ride-on mowers, hedge trimmers, blowers, edgers, string trimmers.
- 18 • Safely operate hand tools and common landscaping/gardening; i.e., as shovels, rakes, brooms, post hole diggers, pruners and spray equipment.
- 19 • Assist with irrigation/sprinkler repairs or alteration.
- 20 • Assist with fertilizing and spraying lawns, plants, shrubs, flowers and trees.
- 21 • Clean and sanitize park restroom facilities and amenities such as drinking fountains.
- 22 • Mows turf, rake leaves, trim/prune trees and shrubs, plant flowers and decorative landscaping, clean up assigned areas, dig holes and trenches.
- 23 • Safely drive City vehicles (typically a pick-up truck) and tow trailers loaded with equipment or debris.
- 24 • Perform manual weed abatement.
- 25 • Water lawns, plants, shrubs, flowers and trees.
- 26 • Load and unload trucks/trailers or assists in moving or placing materials, supplies, and equipment.
- 27 • Assist in removing debris and in pulling, cleaning, repairing, or inspecting equipment.
- 28 • Assist in planting lawns, plants, shrubs, flowers and trees.

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- 5 • Pull, cuts spade, or hoe weeds, and cultivate soil around plants, shrubs, and trees.
- 6 • Clear and clean roadsides, gutters, culverts, catch basins, and other drainage facilities.
- 7 • Pick up rubbish/litter and empty trash receptacles; clean sidewalks, driveways, and parking areas; keep restrooms, play equipment and picnic and recreation facilities clean and orderly; and perform general grounds cleaning.
- 8 • Perform other related duties as required.
- 9 • Work is performed outside in all types of weather conditions and may include prolonged periods of standing, stooping, reaching, climbing and heavy lifting.

10 **Desirable Qualifications of Temporary Workers**

11 Any combination equivalent to experience and education that would likely provide the relevant knowledge and abilities. Generally, this will require:

- 12 • Education: Satisfactory completion of high school, or the equivalent with demonstrated effective oral and written communication skills.
- 13 • Experience: 1 year of park/landscape maintenance work experience.
- 14 • License: Must possess appropriate valid California Driver's License class (A, B, or C) required to perform assigned duties and meet City's driving record standards.
- 15 • Behavioral Attributes: A positive attitude, strong work ethic, customer service oriented approach, team player with a desire to create value for themselves in the position.

16 Disqualifications may include but are not limited to:

- 17 • California Driver's License record with driving under the influence (DUI) and other related or significant violations
- 18 • Failed drug test
- 19 • Failed background check

20 **GENERAL AND WORK CONDITIONS**

21 The following conditions prevail:

- 22
- 23 **1. Compensation:** The Contractor agrees to receive and accept the prices shown as full compensation for furnishing all the materials and for doing all the work contemplated and embraced in the contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by the City, and for all risks of every description connected with the work and for faithfully completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.
- 24
25
26
27
28

EXHIBIT A (Page 5 of 10)
Specifications/General and Work Conditions/Special Provisions
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- 1
2
3
4 **2. Retention:** Upon acceptance of completed work, the City upon receipt of an invoice shall make a
5 payment equal to ninety percent (95%) of the value of the total contract. Final payment of the
6 balance (5%) shall be due within approximately 45 days after acceptance by the Concord City
7 Council. Progress payments may be made for actual work completed in accordance with
8 Specifications/Special Provisions. However, each progress payment shall be subject to the five
9 percent (5%) retention.

10 In addition, the Contractor acknowledges and agrees that, per accordance with Labor Code Section
11 1727: (a) before making payments to the contractor of money due under a contract for public
12 work, the City of Concord shall withhold and retain therefrom all amounts required to satisfy any
13 civil wage and penalty assessment issued by the Labor Commissioner under this chapter, and that
14 the amounts required to satisfy a civil wage and penalty assessment shall not be disbursed by the
15 City of Concord until receipt of a final order that is no longer subject to judicial review; and (b) if
16 the City of Concord has not retained sufficient money under the Contract to satisfy a civil wage
17 and penalty assessment based on a subcontractor's violations, the Contractor shall, upon the
18 request of the Labor Commissioner, withhold sufficient money due the subcontractor under the
19 Contract to satisfy the assessment and transfer the money to the City of Concord, and that these
20 amounts shall not be disbursed by the awarding body until receipt of a final order that is no longer
21 subject to judicial review.

- 22 **3. Indemnification:** Contractor agrees to defend, indemnify and hold harmless City, its officers,
23 agents, employees and volunteers from and against any and all claims, demands, actions, losses,
24 damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising
25 out of or in any way related to Contractor's performance under the terms of this Agreement
26 including but not limited to claims by Contractor's employees relating to workplace injuries,
27 conditions, and/or compensation. This obligation shall remain in effect notwithstanding the
28 expiration or termination of this Agreement. This indemnification obligation on Contractor's part
shall not apply to demands, actions, losses, damages, injuries, and liability arising out of sole
negligence or willful misconduct on the part of City.

- 4. Laws to be Observed:** The Contractor shall keep fully informed of and shall comply with all
statutes, laws, codes, rules, orders, zoning, ordinances, directions, regulations, regulations,
permits, or other requirements of federal, state, county, municipal, or other governmental
authorities having or asserting jurisdiction, now in force or which may hereafter be in force, which
in any manner affect those engaged, or employed in the work, or the materials used in the work, or
which in any way affect the conduct of the work, including the Americans with Disabilities Act,
labor codes and OSHA and other safety standards ("Applicable Laws").

Attention is directed to the provisions of the California Business and Professions Code concerning
the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with
Applicable Laws and any bidder or Contractor not so licensed is subject to the penalties imposed
by Applicable Laws.

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Specifications/General and Work Conditions/Special Provisions
Temporary Service Agency for
Parks & Landscape Maintenance Laborers

- 1
- 2
- 3
- 4 **5. Contractor's Licensing Laws:** Attention is directed to the provisions of the California Business
- 5 and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall
- 6 be licensed in accordance with the laws of the State of California and any bidder or Contractor not
- 7 so licensed is subject to the penalties imposed by such laws.
- 8
- 9 **6. Permits or Licenses:** The Contractor shall procure all permits and licenses, pay all charges and
- 10 fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- 11 No fees will be charged for
- 12 City Encroachment Permit and City Building Permits.
- 13
- 14 **7. Hours of Work:** Eight hours labor constitutes a legal day's work. The Contract shall forfeit, as a
- 15 penalty to the City of Concord, \$25 for each worker employed in the execution of the contract by
- 16 the Contractor or any Subcontractor under him/her for each calendar day during which such
- 17 worker is required or permitted to work more than eight hours in any one calendar day and forty
- 18 hours in any one calendar week in violation of applicable labor laws.
- 19
- 20 **8. Prevailing Wages:** The obligations of Contractor under this Section shall survive the expiration
- 21 or termination of the Contract Documents. Please also see Appendix A-Prevailing Wage
- 22 Requirements.
- 23 a. Pursuant to Section 1773.2 of the Labor Code, there is on file with the Contractor
- 24 acknowledges and agrees that all or part of the Services will constitute construction,
- 25 alteration, demolition, installation, or repair work done under contract and paid for in
- 26 whole or in part out of public funds under Labor Code Section 1720. Pursuant to
- 27 Section 1773.2 of the Labor Code, there is on file with the Purchasing Office of the
- 28 City of Concord a copy of the prevailing rate of per diem wages to be paid by
- Contractor. Accordingly, Contractor shall comply with prevailing wage policies as set
- forth in the City of Concord Municipal Code, if applicable, as well as all State Labor
- Code requirements pertaining to "public works," including the payment of prevailing
- wages in connection construction, alteration, demolition, installation, or repair work
- components of the Services (collectively, "Prevailing Wage Policies"). Contractor
- shall submit, upon request by the City, certified copies of payroll records to City and to
- maintain and make records available to City and its designees for inspection and
- copying to ensure compliance with Prevailing Wage Policies.
- Contractor shall also include in its subcontractor agreements and other contracts a
- provision, in form acceptable to City, obligating the subcontractors and others as
- applicable, to comply with Prevailing Wage Policies, and to submit, upon request by
- the City, certified copies of payroll records to City and to maintain and make such
- payroll records available to City and its designees for inspection and copying during
- regular business hours at the City of Concord City Hall or at another location within
- the City of Concord. Without limiting the foregoing, Contractor shall comply with the
- provisions of (i) Labor Code Section 1776,

EXHIBIT A (Page 7 of 10)
Specifications/General and Work Conditions/Special Provisions
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which requires, among other things, that each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work; and (ii) Labor Code Section 1777.5, which addresses, among other things, employment of properly registered apprentices upon public works (the prime Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations).

- b. Contractor shall defend, indemnify and hold harmless City and its officers, officials, employees, volunteers, agents, attorneys, and representatives (collectively, "Indemnitees") from and against any and all Claims arising out of or in any way connected with Contractor's obligation to comply with all laws with respect to the work of Improvements or Prevailing Wage Policies, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor

Code sections 1726 and 1781, as amended and added by Senate Bill 966. "Claim" or "Claims" means any and all present and future liabilities, claims, demands, obligations, grievances, judgments, orders, injunctions, causes of action, assessments, losses, costs, damages, fines, penalties, expenses, suits or actions of every name, kind, description and nature (including attorneys' fees and costs), whether brought forth on account of damages, injuries to or death of any person or damage to property, known or unknown, and whether now existing or hereafter arising, including all costs, attorney's fees, expenses and liabilities incurred in the defense of any of the foregoing or any action or proceeding brought thereon.

- c. Contractor hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with Contractor's obligation to comply with (i) Applicable Laws with respect to the Services and Prevailing Wage Policies. Contractor is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

As such relates to this Section, Contractor hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

- 9. Excused for Non-Performance:** Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and, only in the City of Concord's case, when and to the extent that its needs for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of force majeure, fire, explosion, war,

EXHIBIT A (Page 8 of 10)
Specifications/General and Work Conditions/Special Provisions
Temporary Service Agency for
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riots, strikes, labor disputes, or governmental laws, orders or regulations; provided, however, that economic difficulties or financial inability are not a factor which shall absolve Contractor from performing its obligations under the Contract Documents.

10. Default: If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceeding or make an assignment for the benefit of

creditors, the City of Concord shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon the City of Concord shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at a rate not exceeding the contract rate), and Contractor shall be liable to the City of Concord for all costs incurred by the City of Concord in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Concord's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof.

11. Taxes: Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder:

on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract; and Contractor shall indemnify and hold harmless the City of Concord from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.

12. Independent Contractor: As provided in this RFB, each selected bidder, its employees, subcontractors, and anyone under them is intended and shall be construed to be an independent contractor retained by City to perform the work described herein. Each selected bidder, at its sole cost and expense, shall pay any and all fees, costs, expenses, taxes (including, without limitation, sales taxes, use taxes, personal property taxes, and other taxes and assessments), and premiums now or hereafter in effect, which are payable by reason of or in connection with work or services performed or provided for or on behalf of City by the selected bidder, its employees, subcontractors, and anyone under them ("Fees and Costs"). "Fees and Costs" includes, without limitation, all monies arising out or related to compliance with or otherwise due under the Patient Protection and Affordable Care Act, federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, and CALPERS or other retirement costs. Each selected bidder hereby represents, warrants, and shall ensure that none of its employees, subcontractors, or anyone under them shall perform or provide more than 999

1 **EXHIBIT A (Page 9 of 10)**
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5 hours of work or services for or on behalf of City (“Excess Work”). Each selected bidder shall
6 indemnify, defend, and hold City harmless from any and all Excess Work, Fees and Costs, and
7 Claims arising out of or related Excess Work and/or Fees and Costs. The foregoing are material
8 provisions of this RFB, and City will not award a purchase order or contract to, or enter into an
9 agreement with, any bidder who takes exception (in whole or in part) thereto.

10 **13. Safety:** Provision of the Services, including all equipment and materials shall comply with all
11 Applicable Laws, including local safety rules and regulations including OSHA.

12 **14. Construction Claim Resolution:** To the extent possible, the parties shall use good faith efforts to
13 engage in an informal meet and confer process in order to resolve any claim, controversy, or
14 dispute which may arise between the City and Contractor on the project regarding the Services,
15 work, rights, duties, or obligations under the Contract Documents (“Dispute”). Any Dispute
16 which the parties do not promptly resolve, shall be submitted for resolution pursuant to the
17 provisions of the Public Contract Code section 20104 et seq.

18 **15. Assignment:** The City is entering into the Contract Documents in consideration of the rendition of
19 the services required herein by Contractor. Contractor shall not assign any of the duties,
20 responsibilities, or obligations of the Contract Documents to any other firm, company, entity, or
21 individual, except with the express written consent of City. Nothing set forth in this paragraph
22 shall preclude Contractor from assigning any of the money due and owing to it from City.

23 **SPECIAL PROVISIONS**

24 1. **Minimum Qualifications:** The City may reject the bid of any bidder deemed not to
25 possess the minimum qualifications to perform the required work. In order to be deemed
26 minimally qualified, a bidder must:

- 27 1. Be a person or firm who has the capabilities of providing to the City of Concord with Parks
28 & Landscape Maintenance Laborers and meeting all of the requirements specified in this
RFB.
2. The selected Contractor **MUST** be able to respond to a call from the City within 4 hours for
the requested service(s).

The City reserves the right to inspect the bidder's premises prior to Contract award or at any
time during the Contract period.

Each bidder shall complete all sections in the Bid Submittal section. The bidder is required to
provide a list of at least three (3) references for which it provides or has provided
comparable services within the last two years. The information shall include the name of the
company/agency;
a contact person within the organization; and the telephone number of the contact person.

1 **EXHIBIT A (Page 10 of 10)**
2 **Specifications/General and Work Conditions/Special Provisions**
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5 The City of Concord reserves the right to contact the references as part of the evaluation process.
6 2. Contract Termination: The Contract will be subject to termination by the City upon sixty
7 (60) days advance written notice of intention to terminate. The City may terminate the Contract
8 at any time without written notice upon a material breach of the Contract by the Contractor. If,
9 throughout the term of the
10 Contract, the successful bidder fails to comply with the Contract requirements, the Contract may
11 be canceled and awarded to the next lowest responsible bidder.

12 3. Liquidated Damages: Time is of the essence in this contract. In accordance with the
13 conditions of this RFB and subsequent Contract, and in pursuant to Government Code Section
14 53069.85, the Contractor shall pay to the City \$250.00 per day, per location, for each and every
15 calendar day that the Contractor fails to provide the required services as specified. The
16 Contractor shall pay such liquidated damages as provided. The City may deduct, at its option,
17 the amount of liquidated damages from any money due or to become due to the Contractor
18 under this Contract. Excuses for non-performance shall only be granted in strict compliance
19 with Section 9 (Excused for Non-Performance) above.

20 4. Invoicing: Invoice information shall include: delivery location, amount of fuel dispensed,
21 price, including freight, applicable taxes and surcharges, copies of signed receipts, Purchase
22 Order number, remit to address, vendor name. Each delivery location is to be invoiced/credited
23 separately. The Contractor is to pass along to the City any and all rebates, allowances or other
24 price reduction incentives being offered to customers of the Contractor, including any pass
25 through incentives from refineries.

26 5. Payment Terms: Payment shall be made within thirty (30) days of receipt of a correct
27 invoice upon satisfactory receipt of product and performance of services. The City of Concord
28 will notify the Contractor of any adjustments required to invoice.

6. Quantities: Quantities provided in this solicitation are estimates only and based on prior
and/or estimated future usage. The City of Concord will not guarantee or be restricted by
these quantities. The City of Concord will pay only for unleaded gasoline received.

7. Offer to Other Public Agencies: The bidder shall indicate in the bid submittal if the same
prices, terms, and conditions of this bid submittal are extended to other public agencies. The
bidder's response will not be considered in award of bid. When the successful bidder extends
the prices, terms, and conditions of this bid to other public agencies, the contract shall be
between the successful bidder and the other agencies, and the City of Concord shall bear no
responsibility or liability for the contracts.

COPY

CITY OF CONCORD - REQUEST FOR BID (RFB) #2263

EXHIBIT B
BID SUBMITTAL FORM (Page 1 of 6)
Temporary Service Agency for
Parks & Landscape Maintenance Laborers

TO THE CITY OF CONCORD: In compliance with the notice inviting bids, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Workers' Compensation Insurance and all payroll taxes on such labor) to provide the above, in accordance with the Special Provisions and Specifications and City of Concord General and Work Conditions therefor, and further agrees to enter into a PO/Contract therefor, at the prices listed in the accompanying bid. Prices are F.O.B., delivered and installed as described in this document. All costs, excluding sales tax, must be included in the bid submittal.

In the event there is a discrepancy between the computed extension price and the unit price, the unit price shall control and the mathematical error will be corrected accordingly.

A. COMPANY/COST INFORMATION

Please complete the 'Proposed Cost Form' in the following pages.

Submitted by:

COMPANY NAME: MEL Services INC. DBA WORKERS.COM

ADDRESS (Not a P.O. Box): 1070 CONCORD AVENUE STE. 112

CITY: CONCORD STATE, ZIP CODE: CA 94520

PHONE NO.: 925-680-4422 FAX NO.: 925-680-4482

EMAIL ADDRESS: SUSANNE@WORKERS.COM

YOUR NAME & TITLE: SUSANNE WAGNER DIVISION MANAGER

YOUR SIGNATURE: Susanne Wagner DATE: 12-3-2013

24

EXHIBIT B
BID SUBMITTAL FORM (Page 2 of 6)

PROPOSED COST FORM

YEAR ONE and TWO

The proposed contract is a two-year agreement with a one-year option to extend; a price bid must be included for all potential years of the contract. When the City exercises its option to extend the term of the contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g. Economic Price Adjustment Clause or Price Reduction Clause) and/or is mutually agreed upon by both parties.

Temporary Staffing Assignment	Hourly Wage Rate	Hourly Bill Rate Including Mark-up	OT Wage Rate	OT Bill Rate Including Mark-up	Mark-up Percent
Park & Landscape Maintenance Laborer	\$10.12	\$15.18	\$15.12	\$22.68	1.50

All workers must be paid the prevailing wage per the General Prevailing Wage Determination for the Landscape Maintenance Laborer classification.
(Please refer to 'Appendix A-Prevailing Wage Requirements')

YEAR THREE

List the proposed price for the third year of the contract

Temporary Staffing Assignment	Hourly Wage Rate	Hourly Bill Rate Including Mark-up	OT Wage Rate	OT Bill Rate Including Mark-up	Mark-up Percent
Park & Landscape Maintenance Laborer	\$10.12	\$15.18	\$15.12	\$22.68	1.50

All workers must be paid the prevailing wage per the General Prevailing Wage Determination for the Landscape Maintenance Laborer classification.
(Please refer to 'Appendix A-Prevailing Wage Requirements')