

AGREEMENT NO. ___ - ___
(Agreement for Elections Temporary Staffing Services)

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of July, 2023, by and between the County of Yolo, a political subdivision of the State of California (“County”) and AppleOne, Inc. dba AppleOne Employment Services (“Contractor”).

W I T N E S S E T H

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as providing temporary labor skilled in election services, ballot processing, and polling and voting operations; and

WHEREAS, the County desires to obtain temporary labor for all elections during the timeframe spelled out withing this agreement; and

WHEREAS, the County circulated and distributed a request for qualifications, which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal to provide services as spelled out in the request for qualifications, which is attached as Exhibit B; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform the services described in Exhibit A-Request for Qualifications and B-AppleOne Proposal, and in a manner satisfactory to the Assessor/Clerk-Recorder/Registrar of Voters (“Director”) or his/her designee.

B. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	Request for Qualifications
Exhibit B	AppleOne Proposal
Exhibit C	Payment Provisions
Exhibit D	Elections Aide Job Classification and Election Sign-in Sheet (Attachments 2 and 3 of the RFQ)

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

II. THIS SECTION INTENTIONALLY OMITTED

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated in accordance with Exhibit C, Payment Provisions. Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed a total of six hundred thousand dollars (\$600,000.00) for the initial one (1) year term and potential two (2) years of contract extensions. If the contract is extended beyond the initial one (1) year term, it will be considered a no cost contract extension. In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

B. Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth in Exhibit C. The compensation set forth above includes reimbursement for all expenses incurred by Contractor in the performance of this Agreement.

IV. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of each 2 week pay period for which work is completed, the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person

providing service, and an itemization of the actual expenses for which reimbursement is requested. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

B. Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Director shall either authorize payment or advise Contractor in writing of any concerns that the Director has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Director's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

V. THIS SECTION INTENTIONALLY OMITTED

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VII. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VIII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in

writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

IX. TERM AND TERMINATION

A. The term of this Agreement shall be for one (1) year from July 1, 2023 through June 30, 2024, with the option to extend the contract by two (2) consecutive one (1) year terms, upon written agreement between the Director and Contractor, unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 60 days written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from

participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

X. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XI. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others

receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XII. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of, or as a result of, litigation or administrative proceeding(s), alleged to arise out of:

1. any negligent act, error or omission of Contractor, its officers, agents or employees, in performing the services, responsibilities or duties required of Contractor by this Agreement; or
2. any breach of any statutory, regulatory, contractual, or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of Contractor by this Agreement.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

C. Any subcontractor must agree to be bound to the Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this agreement. All subcontractors must further agree to include the same requirements and provisions of this agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work.

In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

XIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its

expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$2,000,000/occurrence and \$4,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$2,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and,

with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled 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 Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor’s insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor’s liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies,

including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.

E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIV. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person

executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: AppleOne Employment Services
Rick Hagmann
16371 Beach Blvd Suite 240
Huntington Beach, CA 92647
888-493-8343
govservices@appleone.com

County: Deputy of Elections
Attn: Armando Salud
625 Court St. B-05
Woodland, CA 95695
Phone: 530-666-8126
Email: Armando.Salud@yolocounty.org

XVI. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVII. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVIII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the

report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XIX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must

issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XXI. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXII. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIV. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

1. By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
2. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;
 - d) Have not within a three-year period preceding this application/proposal/ agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
 - f) Will included a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.
4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

EXHIBIT A

REQUEST FOR QUALIFICATIONS

Note: Request for qualifications is fully incorporated into this contract.



COUNTY OF YOLO

General Services Department-Procurement Division

Notice of Request for Qualifications (RFQ)
for
Elections Temporary Staffing Services

Proposal Responses Due:
4:00pm
April 17, 2023

Yolo County Procurement Division
120 West Main Street, Suite G
Woodland, CA 95695

RFQ Coordinator: Karen Kawelmacher
(530) 666-8073
karen.kawelmacher@yolocounty.org

TABLE OF CONTENTS

Section	Section Title	Pages
I.	Introduction	3
II.	RFQ Schedule of Events	6
III.	General Instructions & Information	7
IV.	Terms and Conditions	11
V.	Instructions for Completion of Proposal	17

Exhibits:

Exhibit "A"	Proposal Transmittal Letter
Exhibit "B"	Proposal Qualification & Experience
Exhibit "C"	Responsibility/Demonstrated Competence
Exhibit "D"	Availability & Approach to Provide Services
Exhibit "E"	Approach to Diversity, Equity & Inclusion
Exhibit "F"	Fee Schedule
Exhibit "G"	References
Exhibit "H"	Signature Page (County Supplied)
Exhibit "I"	Non-Collusion Non-Conflict of Interest Statement
Exhibit "J"	Exceptions to Contract

Attachments:

Attachment 1	Sample County Contract
Attachment 2	Classification Sheet for Elections Aide
Attachment 3	Staffing Agency Time Sheet
Attachment 4	Work Order Template

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE:

The County of Yolo is requesting proposals from qualified Staffing Agencies to provide high-quality, temporary seasonal help for the Yolo County Elections Branch of ACE, per scope of work, as outlined in this RFQ.

Proposers who submit a response to this RFQ must have the ability to meet the requirements, including the terms and conditions contained in this RFQ.

B. SYNONYMOUS TERMS

1. As used throughout this proposal and its attachments, the following terms are synonymous:

- a. Supplier, Vendor, Contractor, Firm
- b. Purchase Order, Contract, Agreement
- c. Services, Work, Scope, and Project
- d. Bidder, Offeror, Proposer

2. "The County" refers to the County of Yolo, California.

C. SCOPE OF WORK

1) GENERAL DESCRIPTION:

Firm shall provide temporary staffing on an as needed basis provide persons/candidate with skills in specialty areas which shall include, but are not limited to, administrative/office, customer service and elections and voting operations.

This procurement is not intended to circumvent the normal hiring procedure for County employees. The successful vendor must be cognizant of this objective and provide temporary staffing services when requested by the Elections Department.

The Services to be performed under this solicitation shall be performed under the supervision of the appointed Election Department designee. Services will be contracted as individual work orders against this Agreement and for each work order the County Elections Department shall provide a detailed description of the temporary position to be filled, required qualifications and the length of the term. The term may be extended based on the assignment and mutual consent of the Firm, the person being placed and the Elections Department.

2) TECHNICAL SPECIFICATIONS:

- a. The candidates placed on assignment shall be paid by the temporary staffing agency in accordance with the rates stated in the applicable work order, but shall adhere to the County's policies and procedures while being employed as temporary staff by the County. See Attachment 4
- b. The agencies shall be responsible for providing employee benefits to the candidate in accordance with County policies and procedures and will be responsible for all payroll activities associated with the candidate.
- c. The County will not pay the Firm any additional charges outside of the ones determined by this agreement.
- d. The County Elections Department shall provide a timesheet to the Firm for each candidate assigned to a specific work order at the end of each week so the candidate can be paid. Refer to Attachments 3 & 4.
- e. The Firm shall pre-screen candidates before sending them for consideration. The pre-screening process utilized by the Firm shall include, but not be limited to, personal interviews, skills testing, reference checks, motor vehicle reports, criminal background checks, I-9 verification and drug testing.
- f. Agencies who can provide Bilingual candidates who are fluent in the following languages will be given preference: Chinese, Korean, Punjabi, Russian, Spanish and American Sign language.

- County staff will work with the agency to determine the bilingual needs at each location.
- g. Firm shall have the ability to place candidates during all general & minor Elections. The date ranges for the first Election periods are as follows:
- Primary Start Date: December 1, 2023
 - Primary End Date: May 1, 2024
 - General Start Date: August 1, 2024
 - General End Date: January 1, 2025

The County will provide at least one (1) month notice to the Firm when candidates are needed for Elections or work leading up to the Election process.

- h. Firm shall secure candidates who will be able to perform a minimum of the following duties:
- Sorts, counts, files and reviews and proofs Affidavits of Registration, absentee voter applications and ballots.
 - Prepares and boxes election materials, supplies and petitions for transportation, mailing and storage.
 - Inventories election materials in the Elections Division and at other warehouse facilities.
 - Prepares, packs, unpacks, and may deliver election materials to polling places and elections officers.
 - Verifies signatures on petitions and returned absentee ballots.
 - Sorts and files cancelled Affidavits of Registration.
 - Performs occasional data entry of other simple keyboard operations.
 - Proofs various election materials for accuracy and screens telephone calls and provides information where possible.
 - Prepares and labels sample ballots, pamphlets, and state ballot pamphlets for mailing which includes bagging and lifting up to fifty pounds of election materials in mail cages and transports cages to the post office.

The above duties are typical for those performed by most employees in this class; however, employees may also perform other related duties. Not all duties listed are necessarily performed by each individual in the classification. See Attachment 2 Elections Aide Classification

3) CONTRACTOR/FIRM MINIMUM REQUIREMENTS:

- a. Firm has been in business providing staffing services for a minimum of five (5) years.

4) PREFERRED QUALIFICATIONS:

The Proposer may be evaluated higher if they meet the following qualifications:

- a. Firm has experience placing temporary staff with Elections experience.

E. INVOICING:

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in this agreement. Each invoice must include company logo, invoice date, invoice number, description of services rendered number of hours, employees name, and extended cost.

Contractor shall provide County with adequate documentation to support invoice. Contractor's failure to provide adequate supporting documentation with invoice may result in payment being withheld until the documentation is received.

Contractor shall send invoices via mail to: acebillings@yolocounty.org

F. AWARDED CONTRACTOR/FIRM REQUIREMENT:

- a. The successful Awarded Firm must supply all insurance requirements as required in Exhibit "A," Yolo County Insurance Requirements.
- b. **CONTRACT TERM:** Firm agrees to provide awarded items and/or services as specified in the RFQ document for a period of one year with the option of two additional one-year terms. Hourly rates for candidates placed shall remain firm for the one (1) year term.

G. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFQ Schedule of Events. Proposers shall respond to the written RFQ and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

H. SUBMITTING PROPOSALS:

The required method of submitting your proposal is electronically through <https://www.bidsync.com>.

It is the sole responsibility of the proposer to ensure their proposal reaches Periscope/BidSync before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact Periscope/BidSync at 1 (800) 990 9339 for vendor support.

I. ADDENDA:

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFQ will be posted as an addendum on BidSync. Answers to questions submitted through Periscope/Bid shall be considered addenda to the solicitation documents.

SECTION II. RFQ SCHEDULE OF EVENTS

The following RFQ Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through Bonfire. The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFQ document updates, changes, or answers to questions posted at the <https://www.bidsync.com> website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFQ	3/20/2023	
2	Deadline for Written Comments Posted on BidSync	4/03/2023	
3	County Issues Responses to Written Comments	4/10/2023	
4	Deadline Proposal Due	4/17/2023	4:00pm
5	County Completes Evaluations	5/15/2023	
6	Anticipated Contract Start Date	7/01/2023	

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III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFQ Coordinator

The following RFQ Coordinator shall be the main point of contact for this RFQ:

RFQ Coordinator: Karen Kawelmacher
(530) 666-8073
karen.kawelmacher@yolocounty.org

B. COMMUNICATIONS REGARDING THE RFQ

Upon release of this RFQ, all vendor communications concerning this procurement must be directed to the RFQ Coordinator named above. Unauthorized contact regarding the RFQ with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at <https://www.bidsync.com> in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on Bonfire or per any changes to Schedule of Events as posted to Bonfire.

The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFQ document updates, changes, or answers to questions posted at the <https://www.bidsync.com> website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFQ should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFQ. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor/Firm may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Not with standing the use of approved subcontractors, the Proposer, if awarded a contract under this RFQ, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFQ, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor/Firm will be required to provide and maintain insurance as required and listed in Exhibit "A" before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFQ is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFQ AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFQ in writing at any time. The County also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued it shall be provided to all proposers through Bonfire. Proposers shall respond to the final written RFQ and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFQ in its entirety.

Any proposal received which does not meet the requirements of this RFQ may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFQ and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFQ requirements or excuse the proposer from full compliance with the RFQ. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFQ.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

- 1) Qualifications and Experience
- 2) Responsibility/Demonstrated Competence
- 3) Ability & Approach to Provide Services
- 4) Approach to Diversity, Equity & Inclusion
- 5) Customer References
- 6) Fee Schedule
- 7) Quality & Completeness of Submitted Proposal

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFQ and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION:

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFQ Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER:

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFQ by the County.

C. FEDERAL, STATE, AND LOCAL LAWS:

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW:

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY:

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement

created as a result of this RFQ with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

G. ADDITIONAL PURCHASES:

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

H. EXTENSIONS:

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

I. PRICE ESCALATION:

Contractor/Firm agrees to provide awarded items and/or services as specified in the RFQ document for a period of three years. Hourly rates shall remain firm for the three (3) year term.

J. INVOICES AND PAYMENT TERMS:

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

K. COMPLIANCE:

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

L. DEFAULT:

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other

legal means available to the County. The County may also ban selected proposer up to

County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

M. ADDITIONAL PURCHASES:

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

N. EXTENSIONS:

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

O. PRICE ESCALATION:

The Contractor may raise prices in accordance with the California Consumer Price (CPI-W, US City Average, All Items; NSA) Index for each of the allowable one (1) year extensions: 7/1/2024-6/30/25 & 7/1/2025-6/30/2026). The increase in price shall remain firm for the renewal term. The County reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request.

P. INVOICES AND PAYMENT TERMS:

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

Q. COMPLIANCE:

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

R. DEFAULT:

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

S. TERMINATION FOR CONVENIENCE:

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

T. CANCELLATION FOR UNAPPROPRIATED FUNDS:

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

U. ASSIGNMENT/TRANSFER/SUBCONTRACTING:

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFQ, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

V. F.O.B. POINT:

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

W. PROTESTS: The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1. Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFQ Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of County employee designated as the RFQ/IFB Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
- g. The party filing an "award" protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest;
- h. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County Department of General Services
120 West Main Street, Suite G

Woodland, CA 95695

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFQ/IFB Protest and shall constitute a failure to exhaust administrative remedies.

In all cases, the first level of review of any protest shall be conducted by the respective Department issuing the solicitation.

However, should a protester disagree with the conclusion of the Department Head, the Bidder/Offeror may submit a formal written request by e-mail or hard copy and received within five (5) working days from the date of the first determination made by the Department Head for further review to the County Administrator's Office (CAO). No facsimiles will be accepted. The CAO decision shall be final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

2. Protest of RFQ/BID Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided in writing by e-mail or hard copy directly to the RFQ/IFB Coordinator prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on Bonfire. No facsimiles will be accepted.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3. Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFQ. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received by the RFQ/IFB Coordinator within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**" and shall be received by e-mail or hard copy. No facsimiles will be accepted. Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

4. Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than five (5) working days after the notice of the proposed contract award to the respective Department Head. Contact information for the Department Head is as follows: (Department Head name, address, e-mail.) Notice must be clearly marked "**Notice of Protest of Award of Contract**" and may be received by e-mail or hard copy. No facsimiles will be accepted. A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

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V. Instructions for Completion of Proposal

A. SUBMITTING PROPOSALS:

The required method of submitting your proposal is electronically through <https://www.bidsync.com>

It is the sole responsibility of the proposer to ensure their proposal reaches Periscope/BidSync before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact Periscope/BidSync at 1(800) 990 9339 for Vendor support.

Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS:

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

Exhibit A – Transmittal Letter

A cover letter signed by an official authorized to solicit business and enter into contracts for the Proposer. The cover letter should include the name, address, email address, and phone number of contact person.

Exhibit B – Qualifications and Experience

1. A description summarizing Proposer experience over the past five years in performing similar services for public entities, including Federal, state, county or municipal clients.
2. A statement identifying the personnel likely to be assigned to be the coordinator for Yolo County and their experience with placement for temporary services.
3. A brief description of the firm's experience and history in meeting tight deadlines for staff placement.

Exhibit C – Responsibility/Demonstrated Competence

1. Have you ever defaulted on a contract? If yes, where and why
2. Has your firm ever been suspended or debarred by any government agency? If yes, please explain.
3. In the past five (5) years has any claim against your company concerning your company's work on a project been filed in court or arbitration?
4. Describe the process by which your firm resolves problems with clients.
5. Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal

Exhibit D – Availability & Approach to Provide Services

1. Provide a statement of the Contractor's ability to provide ongoing on call services throughout the term of the contract. Provide a detailed description of the firm's approach to provide services as identified herein. Provide an explanation of how job candidates are identified, assessed and selected. Additionally, provide an explanation of how job candidates may be assigned for a selected project.

Exhibit E – Approach to Diversity, Equity & Inclusion

1. Provide a description of the firm's approach to diversity, equity & inclusion participation in providing services.

Exhibit F – Fee schedule

1. Firm shall provide a list of hourly rates for all candidate positions which shall be inclusive of all costs associated with work likely to be assigned the firm related to tasks stated in this RFQ, including but not limited to personnel, administrative overhead, printing costs, etc.
2. Firm shall list any payment for language differential in their fee schedule. The County may allow payment for a language differential-to be paid for certified bilingual services. Candidates' schedules must be approved in advance in writing by County staff.
3. The County will pay the firm for the direct cost of the temporary employee mileage reimbursement. Mileage reimbursement will be allowed for temporary employees according to the current published federal mileage reimbursement rates. Mileage reimbursement shall be covered **only** in the following circumstances:
 - a. For employees who need to drive to pick up or drop off ballots or any other job related tasks, while working on behalf of the County.

Exhibit G – References

Provide references from five different clients. Include the name, email address and telephone number for a contact person from each reference and the date of the original contracts for whom you have performed comparable projects, preferably during the past five (5) years. Preference will be given for references with California state or local government agencies. Using Yolo County or its employees as references is not recommended.

Exhibit H – Signature Page

Vendor shall complete the County signature page form.

Exhibit I- Non Collusion Non Conflict of Interest Statement Vendor shall complete the above County form

Exhibit J- Exceptions to Agreement

Vendor shall complete the above County form

C. PROPOSAL FORMAT AND CONTENT

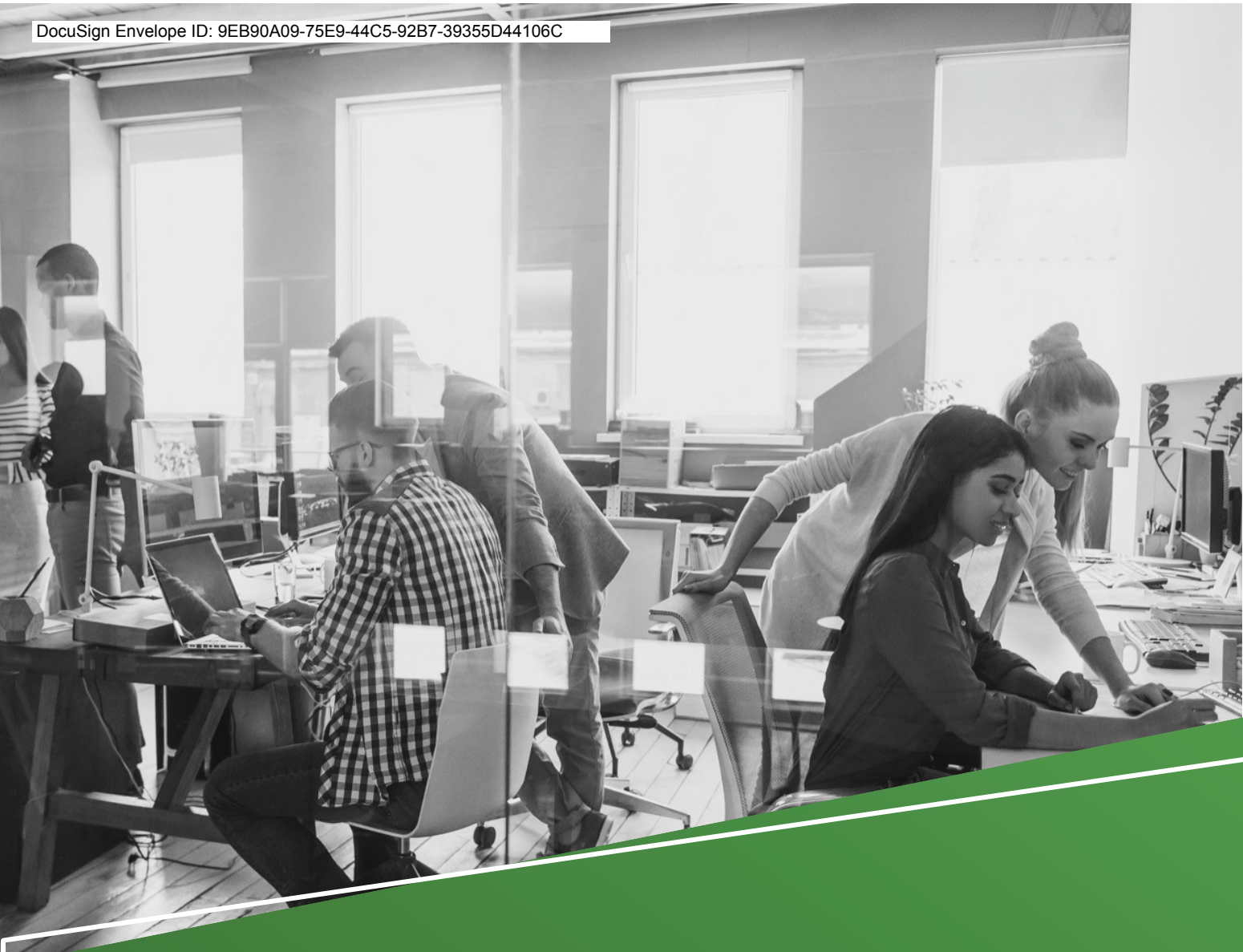
The Proposer(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The format and content of the Proposal are as follows:

1. If provided, use any forms included in the Exhibits as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
2. Identify the Exhibit Category of the proposal, Proposal number and Proposer name on every page submitted.
3. All pages must be numbered sequentially.

EXHIBIT B
AppleOne Employment Services Proposal

Note: The AppleOne proposal, dated April 17, 2023, is fully incorporated into this contract.



Elections Temporary Staffing Services

Presented to County of Yolo

Request for Qualifications (RFQ)

Response Due Date/Time:

April 17, 2023 / 4:00pm PT

Submitted To:

Yolo County Procurement Division
120 West Main Street, Suite G
Woodland, CA 95695
Attention: Karen Kawelmacher



Submitted By:

AppleOne, Inc.
dba AppleOne Employment Services
An ActOne Group Company

Government Solutions Division
1999 West 190th Street
Torrance, California 90504

*All data and information contained herein and provided by **AppleOne** in response to the County is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of **AppleOne**.*

Table of Contents

Exhibit A – Transmittal Letter4

Exhibit B – Qualifications and Experience6

 1. A description summarizing Proposer experience over the past five years in performing similar services for public entities, including Federal, state, county or municipal clients.6

 2. A statement identifying the personnel likely to be assigned to be the coordinator for Yolo County and their experience with placement for temporary services.7

 3. A brief description of the firm's experience and history in meeting tight deadlines for staff placement. .8

Exhibit C – Responsibility/Demonstrated Competence.....9

 1. Have you ever defaulted on a contract? If yes, where and why9

 2. Has you firm ever been suspended or debarred by any government agency? If yes, please explain.....9

 3. In the past five (5) years has any claim against your company concerning your company’s work on a project been filed in court or arbitration?9

 4. Describe the process by which your firm resolves problems with clients.9

 PERFORMANCE MONITORING9

 5. Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal..... 11

Exhibit D – Availably & Approach to Provide Services12

 1. Provide a statement of the Contractor’s ability to provide ongoing on call services throughout the term of the contract. Provide a detailed description of the firm’s approach to provide services as identified herein. Provide an explanation of how job candidates are identified, assessed and selected. Additionally, provide an explanation of how job candidates may be assigned for a selected project. 12

 EVIDENCE OF UNDERSTANDING12

 MANAGEMENT APPROACH OVERVIEW12

 CANDIDATE SOURCING.....14

 TESTING/SKILLS ASSESSMENT15

 REQUISITION PROCESS16

 PRE-EMPLOYMENT SCREENING.....18

 QUALITY CONTROL PROGRAM.....19

 TRIPLE CHECK SYSTEM.....20

Exhibit E – Approach to Diversity, Equity & Inclusion.....22

 1. Provide a description of the firm’s approach to diversity, equity & inclusion participation in providing services.22

 DIVERSITY CERTIFICATIONS22

 COMMITMENT TO DIVERSITY22

DIVERSE RECRUITMENT.....22

DIVERSE BUSINESS PROGRAMS AND PROCEDURES23

DIVERSE BUSINESS PARTICIPATION INITIATIVES24

Exhibit F – Fee schedule.....25

1. Firm shall provide a list of hourly rates for all candidate positions which shall be inclusive of all costs associated with work likely to be assigned the firm related to tasks stated in this RFQ, including but not limited to personnel, administrative overhead, printing costs, etc.....25

2. Firm shall list any payment for language differential in their fee schedule. The County may allow payment for a language differential-to be paid for certified bilingual services. Candidates’ schedules must be approved in advance in writing by County staff.25

3. The County will pay the firm for the direct cost of the temporary employee mileage reimbursement. Mileage reimbursement will be allowed for temporary employees according to the current published federal mileage reimbursement rates. Mileage reimbursement shall be covered only in the following circumstances:25

Exhibit G – References.....26

Exhibit H – Signature Page.....27

Exhibit I- Non Collusion Non Conflict of Interest Statement Vendor shall complete the above County form.....28

Exhibit J- Exceptions to Agreement29

Exhibit A – Transmittal Letter

A cover letter signed by an official authorized to solicit business and enter into contracts for the Proposer. The cover letter should include the name, address, email address, and phone number of contact person.

Per the requirements of this solicitation, AppleOne has included a Transmittal Letter immediately following this page.

Transmittal Letter

17 April 2023

Yolo County Procurement Division
120 West Main Street, Suite G
Woodland, CA 95695
Attention: Karen Kawelmacher, RFQ Coordinator

Subject: *Response to Notice of Request for Qualifications (RFQ) – Elections Temporary Staffing Services*

AppleOne, Inc. dba AppleOne Employment Services (AppleOne) welcomes the opportunity to present our response to the County of Yolo (County). As one of the largest privately held human capital management companies in the United States, AppleOne has over 250 offices throughout North America to support recruiting and bring local labor market knowledge and talent to the County.

AppleOne will provide the County with day-to-day project management from our AppleOne office in Sacramento, California located at 8880 Cal Center Drive, Suite 100, Sacramento, CA 95826, where primary point of contact and Project Manager, Joann Cram will facilitate follow-up and follow through, attend meetings, coordinate resources, services and support and is available directly at (916) 483-9180 or jcram@appleone.com.

AppleOne will provide the County with excellent service that presents lasting solutions while remaining cognizant of the taxpayer's dollar. AppleOne acknowledges receipt, review of this solicitation, and all Amendment(s) issued by the County. If you have any questions regarding the enclosed, please feel free to contact Government Solutions via email at Email: GovSolutions@AppleOne.com.

AppleOne's proposal centers around three important and interconnected themes: continuity, competence, and responsiveness:

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

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

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

AppleOne's proposal reflects our many years of proven innovated processes that are benchmarked by ISO 9000 principles. Our management plan delivers value via efficiency through our program technology that supports better management insight into resources, real time status on processing, and report generation via electronic management dashboards that combine to drive ongoing efficiencies for our clients. It is our hope your final evaluation will reflect upon our innovation, which is an investment on our part at no cost to the County. Further, we present to you a secure integrated industry-leading program that proactively addresses vulnerabilities immediately, and is implementable with measurable results, within your budget constraints.

Thank you for considering AppleOne for your temporary staffing needs. We look forward to working with the County, and will do everything necessary to ensure that AppleOne contract delivery is positive, productive and long-term, and most importantly, fulfills the objectives of the County.

Sincerely,



Dr. Milton J. Perkins, Senior Vice President
AppleOne, Inc. dba AppleOne Employment Services

Exhibit B – Qualifications and Experience

1. A description summarizing Proposer experience over the past five years in performing similar services for public entities, including Federal, state, county or municipal clients.



Founded in 1964 and incorporated in 1968, AppleOne Employment Services (AppleOne) possesses more than 57 years of experience providing temporary staffing services to public and private sector clients across the country. Led by CEO Janice Bryant Howroyd, AppleOne

evolved over its half century in the industry from a single-desk staffing agency into a nationwide organization of hundreds of brick and mortar career centers, reaching every major city in the United States. Part of one of the largest privately held, Black and woman-owned human capital management organizations in the country, AppleOne and its nationwide support network of over 900 recruiters and 200 points of operation continue to develop innovative ways to improve the level of service to our clients. AppleOne is certified as Minority Business Enterprises (MBE) by the National Minority Supplier Development Council (NMSDC) through our home council in Southern California. Additionally, we are certified as a Woman-owned Business by the Women's Business Enterprise National Council (WBENC).

AppleOne provides comprehensive and award-winning staffing and recruitment services including temporary, temp-to-hire, talent acquisition, 1099, and payrolled workers, throughout the United States, Canada, and Puerto Rico. Our core strengths are in delivering quality candidates in the Administrative, Clerical, Call Center and Customer Service, Accounting, Financial, Technical, Professional, and Light Industrial labor categories. Coupled with over five decades of experience, our strategic mix of front-line and back-office support, shared services and national fulfillment hubs, on-site client locations, branch offices, as well as virtual and in-person career centers ensure that we always find, understand, and fulfill the needs of all our clients. Notably, our unique Candidate Care Framework that places every candidate at the "center of our universe" has resulted in a 60% referral rate from AppleOne employee associates actively on temporary assignments.

All AppleOne workforce management, vendor management, and talent acquisition solutions are staffed with professionals committed to the following standards:

- Keeping humanity in human resources
- A mindset and approach that places each candidate at the center of our universe
- A philosophy and mission to find, to understand and to fulfill the needs of another
- Proven DEI sourcing strategies and candidate work bench development strategies
- Unconscious bias recruiter training in support of sourcing an inclusive workbench representative of the local communities where work will be performed
- Simplifying how our clients engage talent
- Keeping our promises by delivering on our promises

AppleOne annually processes hundreds of W2's, places over 145,000 people at thousands of clients throughout the United States and 19 countries. AppleOne is a nationwide full-service staffing firm that provides temporary, temporary-to-hire, and direct hire services across several occupational categories:

- | | |
|---|--------------------------------|
| • Information Technology (IT)/Technical | • Legal |
| • Human Resources | • Light Industrial |
| • Data Entry/Data Processing | • Finance/Accounting/Insurance |
| • Call Center/Customer Service | • Executive |
| • Administrative/Clerical | • Operations |
| • Marketing/Graphics | • Engineering |

AppleOne, which is the wholly-owned subsidiary of the ActOne Group, Inc., has an extensive history of partnering with public sector and non-profit clients, all the while, collaborating to continually evaluate and develop new, innovative and creative ways to continue improving the level of service that is provided to our customers, as well as improve their bottom line.

2. A statement identifying the personnel likely to be assigned to be the coordinator for Yolo County and their experience with placement for temporary services.

AppleOne has comprised a team who will oversee account management and work to ensure the County's satisfaction. The proposed AppleOne team consists of staff with proven experience applying "best practices" within the human capital resources industry. With a team of six (6) full-time employees, the County will be directly serviced by AppleOne's Sacramento branch, which in turn is supported by corporate management. Following is a description of key individuals on the management team.

ACCOUNT MANAGEMENT TEAM		
Ms. Joann Cram Project Manager <i>AppleOne Sacramento</i> <i>8880 Cal Center Drive, Suite 100</i> <i>Sacramento, CA 95826</i> <i>Phone: (916) 483-9180</i> <i>Email: jcram@appleone.com</i>	Ms. Lindsey Kopas Assistant Project Manager <i>AppleOne Sacramento</i> <i>8880 Cal Center Drive, Suite 100</i> <i>Sacramento, CA 95826</i> <i>Phone: (916) 483-9180</i> <i>Email: lkopas@appleone.com</i>	Mr. Rick Hagmann VP of Operations & Client Services <i>ActOne Government Solutions</i> <i>16371 Beach Blvd, Suite 240</i> <i>Huntington Beach, CA 92647</i> <i>Office: (866) 493-8343</i> <i>Email: govnsolutions@appleone.com</i>

Ms. Joann Cram is an ambitious Assistant Branch Manager with high level capabilities in leadership and growth. Ms. Cram has been with AppleOne for nearly 6 years. She is a results-oriented person who prides herself in meeting and exceeding the needs of her clients and candidates.. She is a strong executive leader and coach, skilled at inspiring confidence, leading by example, and inspiring loyal, high-performance teams committed to quality. She is proud of her impeccable communication skills, thoughtful leadership, problem resolution and time management skills. Her goal is fulfilling the mission of the Yolo County Elections by developing great relationships within the organization. As the Project Manager, Ms. Cram will supervise the execution of the contract with the Yolo County Elections. She will manage the day-to-day processes, including testing, screening, and ensuring all temporary employees are fully trained and qualified, have the skills requirements needed for positions, and are performing up to standard for Yolo County. Joann will gather all necessary information needed to recruit, screen, evaluate, and qualify candidates who possess the required skills to be productive while working for the Yolo County Elections. Joann will be directly supported by the Assistant Project Manager for this contract, **Ms. Lindsey Kopas** as well as the area branch staff, and AppleOne's dedicated Government Solutions Division.

For nearly 8 years, **Ms. Lindsey Kopas** has been a valued part of the AppleOne family. She has established herself as an invaluable asset within the human resources and staffing industries. Ms. Kopas has worked extensively on AppleOne's strong reputation in the Sacramento region and looks forward to any opportunity to demonstrate her consistency in quality, her partnership for life, as well as her exceptional ability to provide clients with excellent results. Ms. Kopas will be responsible for recruiting and applicant development, and will provide special recruiting services to support the Yolo County Elections. Additional duties will include: staff performance and accountability, client fulfillment oversight, maintenance and expansion of qualified applicant pool, ongoing training and development of all team members, and ensuring that clients receive quality service at all times.

Mr. Rick Hagmann, VP of Operations and Client Services will be assisting as the primary contact regarding all contract-related issues. Mr. Hagmann leads teams responsible for proposals, centralized recruiting, compensation, payroll, benefits administration, employee relations, contract interpretation, performance management, program management, policy administration, and general human resource and staffing operations.

3. A brief description of the firm's experience and history in meeting tight deadlines for staff placement.

Ms. Joann Cram, or an alternate point-of-contact at the Sacramento office, will promptly respond to all standard requests, including those received by email or voice mail, within 30 minutes with a confirmation that the Job Order Request was received, as well as a progress report. After receiving an order from the County there is typically a four (4) hour turnaround time to place a qualified temporary employee. Specialty positions require a 24 to 48-hour turnaround, and ASAP orders generally can be filled within two (2) hours. AppleOne utilizes a proprietary software system called Office Automation (OA), which allows the account management team to instantly identify a select group of candidates that match the job descriptions submitted by the County. This allows the AppleOne Sacramento office to expedite job order requests by the County by identifying candidates instantly. AppleOne's streamlined job order process will ensure that our response time meets all of the requirements of the County.

Exhibit C – Responsibility/Demonstrated Competence

1. Have you ever defaulted on a contract? If yes, where and why

No. AppleOne has never defaulted on a contract.

2. Has your firm ever been suspended or debarred by any government agency? If yes, please explain.

No. AppleOne has never been suspended or debarred by any government agency.

3. In the past five (5) years has any claim against your company concerning your company's work on a project been filed in court or arbitration?

No. AppleOne has not had any claim against our company filed in court or arbitration concerning our company's work on a project.

4. Describe the process by which your firm resolves problems with clients.

If, for any reason, the County is not completely satisfied with the performance of any AppleOne assigned employee, the County will not be charged for the unsatisfactory work performed up to a maximum of eight (8) hours and the candidate will be replaced at no charge. Ms. Cram, the County's primary point of contact and account executive, will oversee any such needed replacements to ensure replacements are handled in a prompt and satisfactory manner.

Please note that, in such cases, the AppleOne account management team will handle temporary employee terminations as required by the County, including handling next-day pick-up of badges, security cards, data, or other material in their possession that belongs to the County. AppleOne uses our unique "Triple Check" system to ensure that temporary employees meet attendance, punctuality, performance and other requirements of the County. Failure to meet or exceed AppleOne standards results in the employee's termination for non-performance. This information is noted in AppleOne's internal tracking system, which has a "no recall" function that is activated when necessary. AppleOne's project team members are empowered to make judgment calls regarding employee performance, enabling us to replace an unsatisfactory employee immediately.

PERFORMANCE MONITORING

AppleOne Employment Services, via our parent company The ActOne Group, Inc., is ISO 9001:2015 certified and adheres to strict, internationally recognized guidelines of quality and process development. AppleOne's ISO certifications assure our clients that AppleOne has implemented and maintains a consistent, repeatable process for the engagement and management of temporary workers and staffing suppliers. Internal audits cover all aspects of AppleOne's quality system and relate to the requirements of ISO 9001:2015. The results of Internal Audit Reports are presented during Management Review Meetings, where any detected problems or issues are discussed, along with needed Corrective Actions.

Frequency Of Monitoring

AppleOne's overall monitoring is based on consistent communication with the County, as well as the temporary employees performing the tasks. This monitoring will include:

- Check-in with all personnel by location
- Weekly Scheduling reports to review coverage for each coming week
- Communication between local "Leads" and the Account Executive

- Weekly/Monthly audits on billing differences.
- Continual monitoring and documentation of County and temporary employee satisfaction

Documentation Methods

AppleOne uses the following methods as established by our Quality Control Plan and our corporate Quality Manual to document monitoring and performance:

- **Attendance Call** – An attendance call is made to the Client Company the day of the start of the assignment to ensure the employee has arrived on time unless otherwise requested by the client and noted in Office Automation under the client note screen.
- **First Day Quality Call** – After the arrival of the temporary employee on the first day of employment, a quality control call is made to the client later that day, ensuring the client is satisfied with the work performance of the employee unless otherwise requested by the client and noted in Office Automation under the client note screen.
- **Friday Quality Call** – Each Friday, an AppleOne account management team member will call all clients where temporary associates have been working unless you have been in touch with the client on a regular basis during the week. The purpose of a Friday Call is to:
 1. Do another quality call on the job performance of the employee
 2. If the assignment has ended, determine the reason it ended and to record this information within the Office Automation system, in the “COMMENTS” section of the assignment. Also document the “EOA” (End of Assignment) for the employee on this assignment.
 3. If the employee ended the assignment early or was released, change the status of the assignment in the Office Automation system through the ACTION Field to reflect the reason (s)he is no longer there (i.e., Fall-Off, Customer Dissatisfied).
- **Corrective Action** - Complaints received by the branch are documented in the Office Automation System and investigated to determine the reason for the complaint. The results of investigations are also documented in Office Automation. If the branch manager determines that corrective action is necessary, a Corrective Action Form is prepared and the issue is investigated. Because of the information stored in our Office Automation system, AppleOne can print related reports daily, weekly and monthly. Our account management team will check to ensure there is follow-up and positive conclusion to all Corrective Action.
- **Quality Assurance Surveys** – As part of our overall Quality Control Plan, AppleOne uses a variety of Quality Assurance Survey Forms to gather information from our clients and temporary employees. These surveys provide insight into the effectiveness and success of our service offering, and also document any problem areas so that they may be addressed and resolved.
- **Internal Audit** - Internal audits cover all aspects of AppleOne’s quality system and relate to the requirements of ISO 9001:2008. The results of Internal Audit Reports are presented during Management Review Meetings, where any detected problems or issues are discussed, along with needed Corrective Actions.

Please note that, as part of our ongoing “green” initiatives, the majority of AppleOne documentation is done electronically within our *Office Automation* system.

Deficiency Correction

AppleOne is committed to the belief that superior customer service requires anticipating and proactively solving potential concerns before they can become problems. Our AppleOne representatives will utilize if necessary a scheduled or ongoing daily interaction with the County to ensure customer satisfaction and quickly resolve any concerns.

Per our deficiency correction response and resolution process, once a performance issue is clearly understood, the AppleOne primary point of contact will provide immediate follow-up with a specific time frame in which the County can expect action, as well as provide periodic status reports while working on the issue.

Failure to meet or exceed AppleOne standards results in the employee's termination for non-performance. This information is noted in AppleOne's internal tracking system, which has a "no recall" function that is activated when necessary. AppleOne's team members are empowered to make judgment calls regarding employee performance, and replace an unsatisfactory employee immediately.

5. Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal

AppleOne does not currently have, nor does it anticipate, any conflicts in the provision of services under this contract.

Exhibit D – Availably & Approach to Provide Services

1. Provide a statement of the Contractor’s ability to provide ongoing on call services throughout the term of the contract. Provide a detailed description of the firm’s approach to provide services as identified herein. Provide an explanation of how job candidates are identified, assessed and selected. Additionally, provide an explanation of how job candidates may be assigned for a selected project.

AppleOne is more than capable of providing ongoing on call services throughout the term of the contract. We understand that the County is looking for qualified Staffing Agencies to provide high-quality, temporary seasonal help for the Yolo County Elections Branch of ACE. We also understand the County’s volume and urgency of required services, which should be provided by an agency that will respond in a prompt and reliable manner. AppleOne will be a strategic human capital partner with the County. We understand the organization and culture; therefore, our ability to “hit the ground running” is distinct. Given our core capabilities in human capital management, we understand the County’s human capital challenges and needs. AppleOne puts those challenges and needs at the forefront of our support in planning, strategy and execution.

EVIDENCE OF UNDERSTANDING

As evidence of our understanding of the Scope of Services, AppleOne provides the County with the following:

- A proven track record with similar work completed for other government and public sector entities across a diverse range of job classifications.
- Flexibility in the provision of urgent requests due to planned or unplanned absences in order to mitigate workflow interruptions.
- Direct experience and expertise in expeditiously sourcing, screening, and providing top quality candidates.
- Clear understanding and vision of integrated accounting services.
- Capable, knowledgeable staff and a proven organizational structure aligned with project/program activities. We pride ourselves on being an honest broker for our customers – AppleOne puts the County’s needs first.
- Proficiency with building and implementing oversight programs and processes.
- A management approach including experienced staff and customized reporting.
- Strict compliance with and implementation of regulations regarding work authorization in accordance with applicable State and federal laws, rules and regulations.

AppleOne’s highly regarded five-decade track record and strong knowledge base will be brought to the County program. AppleOne possesses the business acumen to work with various internal and external team members engaged in complex initiatives. We bring a wealth of experience for providing oversight programs for complex recruitment solutions to governmental, commercial, educational, and non-profit entities, and have done so for over 50 years. AppleOne understands the purpose of the County’s RFQ and is ready to provide, day one, the County with augmentation of staff to handle unique and immediate County needs. AppleOne has hundreds of professional and technical staff within the surrounding areas of the County and thousands of employees nationwide, available to meet immediate needs.

MANAGEMENT APPROACH OVERVIEW

AppleOne’s approach to providing services to the County is comprehensive, and based upon our decades of experience of public sector service. Our service plan includes the following key components.

Contract Management

AppleOne offers proven processes and procedures that have been used effectively to provide highest quality, professional staffing services for its public sector client base. Our account management approach incorporates implementation, transitioning of current temporary employees and/or on-site support as needed.

Key Personnel

AppleOne will service the contract with the County through AppleOne's Sacramento branch. The proposed account management team will be headed by AppleOne Project Manager **Ms. Joann Cram**, who will serve as Primary Account Representative. Ms. Cram will be directly assisted by **Ms. Lindsey Kopas**, who will serve as Assistant Account Representative. AppleOne's Government Solutions Division, which is already providing similar support to numerous public sector entities, will coordinate services with the Sacramento-based team. This division is headed by Dr. Milton J. Perkins, Vice President of Government Solutions, who will serve as the contractual point of contact for the County.

24-Hour Account Support

AppleOne understands that the County's needs can arise at any time of the day or night. Ms. Cram and Ms. Kopas are available to the County 24 hours a day, seven days a week, by calling either the branch during our normal business hours of 7:30 AM to 5:30 PM, Monday through Friday, or via cell phone.

Candidate Sourcing and Assessment

One of the reasons for AppleOne's continued success in quickly supplying high-quality staff is our recruiting and matching processes. If requested, AppleOne employs management practices designed to quickly recruit and hire skilled professionals for any position, which is critical to our business success.

Job Order Fulfillment

The job order filling procedures at AppleOne are based on our in-depth knowledge of the needs of Government entities and dedication to gaining and maintaining an understanding of your unique staffing needs. In addition, AppleOne can customize our recruitment and matching processes according to projected staffing requirements in order to further ensure that qualified candidates are available.

Pre-Employment Screening

Prior to sending an employee to work for the County, the AppleOne Account Management Team, in conjunction with the appropriate County representative(s), will evaluate what pre-employment background screening will be utilized. AppleOne assures the County that our screening services will meet the most rigorous requirements.

Quality Control

To ensure that our performance meets the County's requirements, AppleOne will use the processes established in our proven Quality Control Program. The overall purpose of AppleOne's Quality Control Program is to guarantee that AppleOne provides its clients, such as the County, with the level of service they expect from a leader in the employment services industry.

Billing and Invoicing

AppleOne will process all time sheets and paychecks and provide the County with accurate, concise and timely invoices. If the County requires changes to the invoicing process during the term of the contract, AppleOne will work with the appropriate County representative(s) to modify its invoice process and ensure

that AppleOne remains fully compatible with the invoice processing requirements of the County. This includes the related invoicing and management reports as required by the County.

Our service plan is tailored to ensure that AppleOne meets the County's service requirements.

CANDIDATE SOURCING

Our approach to achieving success for the County will be personal and informative, effectively positioning your company to make meaningful connections with leading associates excited to become a part of your team. In addition to recruitment and talent acquisition services, AppleOne can assist in:

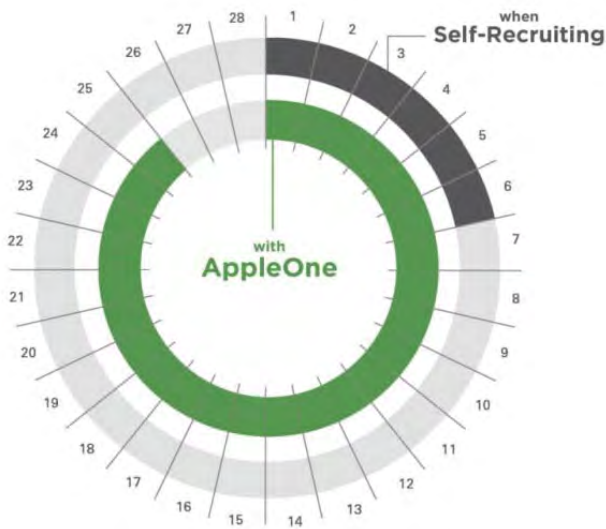
- Brand strategy and awareness
- Re-alignment of process work streams to simplify how talent is engaged by your company
- Optimizing all sources of talent
- Designing recruitment plans that align with the County diversity and inclusion plans
- Thought leadership and consulting on emerging industry trends, as well as pending legislation and regulations that may impact how the County engages direct and contractor associates, regardless of job title or associate classification

Several distinguishing factors set AppleOne apart from the competition:

- Our People. Talent agents with specializations in temporary staffing
- Client and associate relationship management aligned to our real connections delivery system
- Strategic mix of talent ecosystems: Contingent, SOW, Full-Time Placement, and Referred Talent
- Talent ETL technology to build and curate a client-specific talent community
- Woman- and minority-owned enterprise, with certification

AppleOne is an ideal recruiting and workforce management partner for the County. Our proposed solution will include:

- Up Hire service pledge is the oath that makes the greatest impact in the business of clients and the lives of our temporary associates. Up Hire defines the experience that all receive from AppleOne:
 - + **Understanding Matters**
 - + **People Matter**
 - + **Honesty Matters**
 - + **Innovation Matters**
 - + **Relationship Matter**
 - + **Everything Matters**
- Advanced sourcing and associate engagement strategies for temporary professionals, tailored to your brand and messaging: “get to know us” videos and messaging from the County hiring managers and supervisors, interviews from in-person to Skype and text, forums and blog outreach, social networking, and interaction via AppleOne’s real connections community
- Tracking for open requisitions to promote visibility into spend data, fill rates, submittals, turnover, and more to identify and adjust for local, regional and national hiring trends
- Centralized account management support from AppleOne branches and more than 200 corporate-affiliated career centers and branch offices
- Data science, providing insight into average pay rate data by position type and location
- Alternative workforce solutions such as apprenticeships and intern programs



Additionally, AppleOne, as an expert in temporary staffing, will flex and scale our service delivery in line with the County's business goals and labor demand management strategies. For example, we can work with the County to design an employer value proposition that improves the associate and hiring manager experience, promotes sustainability within and retention of the workforce, and positions the County ahead of the competition in the race for top talent.

We are more than a recruiting agency. To this end we seek to create true business partnerships with our clients that are consultative, innovative, and strategic. The breadth and scope of our service and technology offerings ensure that your needs will never outpace our capabilities.

TESTING/SKILLS ASSESSMENT

As part of our 10-step hiring process, AppleOne utilizes both hard and soft skill assessments with prospective candidates. AppleOne will ensure your company receives highly qualified candidates who will seamlessly maintain your high productivity rate. To accomplish this goal, we conduct an extensive in-person interview with each applicant using behavioral-evaluation techniques. Our branch staff takes the extra time to learn an individual's "soft skills," including aspirations, talents, past experiences, preferred work environment, and more, allowing the applicant to be placed in a position best-suited for him/her. Your Dedicated Account Executive will work with your company to create detailed job descriptions based upon your needs to ensure we identify the best matches and recruit accordingly. The applicant's qualifications are then entered into our Office Automation system, which allows our staff to accurately match them with our client companies, all within the shortest timeframe possible.

AppleOne utilizes **SHL Talent Central**, an evaluation tool designed to capture our candidate's knowledge in several different "hard skill" arenas. With over 1,300 validated assessments, skill and behavioral assessments are available in several job families including business, clerical, contact center, customer service, IT and safety, along with Microsoft Office software in several different languages. Hard skills, education and professional certifications are also verified by AppleOne.

As part of our 4-step onboarding process, AppleOne will provide orientation, site tour and training as required to prospective candidates. In addition AppleOne policies, rules and regulations, the New Employee Handbook, safety training and a 16-minute video titled, "*Where Great People and Great Companies Meet.*" AppleOne also provides our "*Best Foot Forward*" e-sign document that all associates sign to ensure they understand our expectations when on assignment, including time and attendance procedures, behavior and tips for success in the workplace and more to proactively meet AppleOne's quality standards. AppleOne can also carry out training programs to support new worker compliance with accepted County corporate procedures, such as a County handbook, site tours and introduction to any critical processes. Some clients also include HR-related training aspects such as sexual harassment policy and safety videos with OSHA initiatives. Each candidate is also personally counseled on the proper dress code and conduct in and around client facilities.

REQUISITION PROCESS

The job order filling procedures at AppleOne are based on our in-depth knowledge of the needs of Government entities and dedication to gaining and maintaining an understanding of your unique staffing needs. AppleOne has found that one of the best ways to deliver qualified candidates is to perform job profiling and benchmarking to establish parameters that will assist in identifying the skill levels required to succeed in the County's specific working environments, in addition to gaining a clear understanding of your office atmospheres.

AppleOne has in-depth knowledge of supporting the needs of public-sector

Based on knowledge of your requirements and using software and systems, our account management team, led by Project Manager Ms. Cram (PM), will quickly fill your staffing needs from AppleOne's large pool of pre-qualified candidates. In addition, AppleOne can customize its recruitment and matching processes according to projected staffing requirements in order to further ensure that qualified candidates are available. Ms. Cram will maintain close contact with appropriate County representatives to maintain an awareness of current and upcoming staffing requirements in order to minimize potential disruptions from employee turnover.

Procedure For Requesting Temporary Personnel

The County's notification of need will initiate AppleOne's streamlined job ordering process. AppleOne has a standardized Job Order Response Process that provides an overview of how we will ensure the availability and qualifications of contractor personnel. The breakdown of AppleOne's Job Order Response Process is as follows:

- **Step 1 – Job Order Submitted:** Job Order is submitted by the County to an AppleOne account management team member via your preferred method (phone, fax, or the Internet). The PM, Ms. Cram, will serve as the single-point-of-contact for the County.
- **Step 2 – Acceptance of Order and Initial Response:** The AppleOne account management team accepts the order and enters it into AppleOne's internal Office Automation database. Ms. Cram (PM) or Ms. Kopas (Assistant PM) will respond within 4 hours or less to confirm that they received the order as well as provide a status update. Working collectively, all team members of the Sacramento branch will identify potential candidates for the County's consideration. Further information may be requested at this stage from the contracting officer or department head at the County.
- **Step 3 – Evaluation Process:** Once a qualified candidate is identified, AppleOne completes a customized evaluation process for the County. This includes an in-depth, in-person interview, as well as review of job requirements and expectations, and verification of references. If the candidate meets all requirements and accepts the positions, we will move onto the next step. If not, the previous step is repeated until a qualified candidate match is made.
- **Step 4 – Interview/Final Approval:** The candidate is then interviewed or presented for a final approval by the County. AppleOne will notify the temporary associate in writing with information specific to his or her assignment if the position is accepted.
- **Step 5 – Orientation:** Prior to the start date, AppleOne will provide the candidate with a full orientation on the job and the County environment, as well as information on how to complete their timecard or assign them a badge/password for AppleOne's Web Time Capture software.
- **Step 6 – Quality Control:** On the first day of assignment, a member of the account management team will conduct a quality control call to the candidate's supervisor. At the end of the first week, another quality control check will be completed. Afterwards, the team will conduct ongoing quality checks to ensure that the candidate is performing up to, or better than, expectations for the County.

Placement Of Temporary Personnel

AppleOne knows that having the best in professional personnel is integral to the ongoing success at County locations. Our precise, comprehensive methods for providing staffing services will ensure that the County obtains the maximum projected value for each dollar of expenditure. We remain committed to providing personnel with the skills, experience and character to excel in their positions with the County.

Our service delivery performance measurements are devised based on our quality driven customer centric approach. Our efforts are focused on achieving the goal of Excellence in all aspects of service, and these including:

- **On-time availability of the candidate:** After selection of the candidates, AppleOne ensures timely availability of the candidates. They will start on the agreed to date and time.
- **Monitoring of hours:** AppleOne conducts regular monitoring of employee hours while on assignment. This will serve to ensure they do not exceed maximum allowable hours in a calendar year with the County.
- **Background check compliance:** We ensure that all candidate submitted to clients are cleared to work, and all background checks have been completed in accordance with all client requirements.
- **Close monitoring of the services performed:** We monitor the performance of the staff engagement on a continuous basis and in consultation with the designated client manager(s).
- **Performance evaluation of services delivered:** AppleOne reviews the performance of our services delivered on a quarterly basis. In this connection, County designated staff receives one-page performance evaluation document from AppleOne. This evaluation helps AppleOne to discuss where our performance is exceeding and the areas, which would need further efforts to develop. This feedback mechanism helps us and our candidates to improve their skills, knowledge and personality.
- **Replacement of candidate:** In the rare case that there is a need for replacement of a candidate, AppleOne ensures replacement is provided to the client within 5 days of such situations. The first week of the replaced candidate is not billed to the client.
- **Defect Prevention Program:** This program, used across the board, is aimed at achieving quality improvements in all phases of AppleOne service deliveries as defined above. This has been implemented by setting quality standards for *How can we serve our customers better?* One of the important measurements we have in place is – ‘Continuous review of our business processes’ for delivering value added services, quality and responsiveness, timeliness of deliverables, risk minimization and cost effectiveness.
- **Implementing Customer Feedback Evaluation Process:** We believe such quality of service measures as customer feedback surveys play an essential role in cementing a satisfactory relationship between supplier and customer, as well as uncovering a potentially serious problem.
- **Management Monitoring and TQM in our service delivery to our Clients:** We believe in Total Quality Improvement Programs (TQIP), which is the cornerstone of AppleOne’s business strategy. It is a structured, planned approach to continuous quality improvement and establishes an ongoing quality management program in every aspect of our business. Its goal is to create a customer oriented quality culture committed to making quality improvement a permanent way of life for the company. Its major elements are:
 - Management commitment
 - Functional organization ownership in approach
 - Employee involvement at all levels
 - Practical measures to track progress
 - Recognition for team and individual performance

- o Ongoing training and communications.

Our emphasis is on quality services and we continuously improve our business processes to support our service delivery model. This allows us to refine our function processes in each area of services (human resources, sales and marketing, contracts and client relationships) with the overall result providing us a capability to be highly responsive to client needs. We maintain a large database of qualified candidates who are available for projects.

Minimum Candidate Qualifications

AppleOne will only extend employment offers to individuals who, at a minimum have:

- *Completed and signed all required pre-employment paperwork, including our “Best Foot Forward” agreement, confidentiality and arbitration agreement, and our background investigation consent form.*
- *Provided all required I-9 documentation*
- *At least two (2) positive references from their most recent employers on file with AppleOne*
- *Favorable in-person interviews with our branch team members*
- *Have passed any required skills tests with scores acceptable to the County*

Temporary employees who meet the County requirements, such as education, experience and background clearances, are then presented to the County for interview. Once placed on assignment, temporary employees must adhere to the various performance standards and agreements as presented and explained to them prior to engagement. For example, AppleOne’s policies regarding absences and punctuality are addressed both in AppleOne’s “Best Foot Forward” agreement, which each candidate signs before being placed out on assignment, and in any orientation brochure that AppleOne creates for the County.

Additionally, AppleOne’s Office Automation (OA) database system maintains a complete history of each associate so that AppleOne remains aware of each associate’s reputation with regard to attendance and previous employment.

PRE-EMPLOYMENT SCREENING

Prior to sending an employee to work for the County, AppleOne’s account management team, in conjunction with the appropriate County representative(s), will evaluate what pre-employment background screening will be utilized. To assure that AppleOne’s clients receive the best temporary associates in an efficient manner, AppleOne utilizes our strategic partner, *A-Check Sterling*, to conduct extensive pre-employment screening. In addition to references and education verification, pre-screening may include drug screens, criminal background checks, social security checks, and DMV verifications. A-Check’s services are available for AppleOne’s temporary associates as well as the County’s permanent employees. Following is a description of the services that can be provided by A-Check Sterling:

BACKGROUND CHECK (IF ALLOWABLE)	
Criminal Felony/Misdemeanor – 7 years	This includes a one (1) County, one (1) name, criminal record search of felony records, and will include misdemeanor records when available. All information will be obtained at the courthouse by a dedicated City researcher unless direct connection to the courthouse is established. Five (5) and 10 year options are also available upon request.
Criminal Search - National Federal – 7 years	This search includes a one (1) name federal criminal record search of federal records. All information will be obtained through the Federal Public Access to Court Electronic Records (PACER) system with on-line direct connection to records and dispositions. Five (5) and 10 year options are also available upon request.
National Criminal Database Search – 7 years	This search includes one (1) name. A-Check’s National Criminal Database search (NATCRIM) includes over 250 million criminal records from all fifty states, the District of Columbia and

BACKGROUND CHECK (IF ALLOWABLE)	
	Puerto Rico. This database search perfectly complements county courthouse searches by increasing the chances of catching additional criminal data from places of work or residence not disclosed during the application process. Results are available within minutes when ordered via A-Check Direct™ and all information reported is FCRA compliant. Five (5) and 10 year options are also available upon request.
National Sex Offender Registry	While convictions for sexual offenses will appear upon the criminal record in the county or state where the offense was committed, oftentimes sexual offenders will relocate where their criminal records will not reflect the offense. Information returned from sexual offender registry inquiries may include: name, AKA name, physical characteristics, date of birth, residential address, employer, county, state of conviction, date of conviction, and offense(s).
County Civil Records Search	This includes one county, one name search obtained by a court researcher at the county courthouse. Information obtained may include plaintiff and defendant's actions and case outcome.
Compliance Link Search	Comprehensive list of Compliance searches available upon request.
Motor Vehicle Records - Driver's Report	Depending on state law, this search will reveal a three (3) to five (5) year driving history. Reported information will include type of license, any violations, disciplinary actions, convictions, issue date, expiration date, revocations, suspensions, accidents, status and restrictions.
Professional Reference	A-Check will verify a professional reference by seeking answers to predetermined questions including information on communication skills, work attitude, professionalism and punctuality. This information will be obtained through a phone interview with a former supervisor or personnel department.
Employment Verification-Plus	Contact up to three (3) times daily, will be made for up to three (3) Days. Documentation will be requested from the applicant for any verifications of employment not obtained. A-Check will verify present or past employment to include position(s) held, dates of employment, salary, confirmation of specific job duties, reason for leaving, eligibility for re-hire, and overall job performance. Information will be obtained through phone interviews with former supervisor or personnel department. Pricing is per individual screened. <i>**Additional fee may apply if previous employer charges a fee for release information or uses a records clearinghouse.</i>
Education Verification-Basic	Contact up to three times daily, will be made for up to three (3) Days. This search verifies Colleges/Universities attended with dates of enrollment, Major/Degrees obtained, Grade Point Average, and professional certification. Pricing is per individual screened. <i>**Additional fee if transcripts are requested. Additional fee may apply if educational institution requires use of a records clearinghouse.</i>
Professional License Verification	This search verifies a professional license or professional certification. Additional fee if transcripts are requested or if educational institution/licensing body requires use of a records clearinghouse.
Credit Report	This report provides information into a person's financial background. It also provides present and past addresses, current and past employers, and verifies and identifies users of the social security number provided.
Social Security Trace	This search verifies the Social Security number provided is valid, the person/people associated with the number, current and past addresses, and current and past employers.

QUALITY CONTROL PROGRAM

AppleOne's Quality Control Program (QCP) was established to guarantee that AppleOne provides its clients, such as the County, with the level of service they expect from a leader in the employment services industry. The Program ensures the following:

- AppleOne meets and exceeds contract expectations when placing contractor personnel.
- AppleOne complies with Local, State and Federal rules and regulations.

The goal of AppleOne's QCP is to measure the AppleOne service levels, as well as identify opportunities for

improvement. By doing so, AppleOne enhances customer satisfaction and improve important operational efficiencies. AppleOne's QCP will ensure that the highest standards are met regarding delivery of services, performance reviews, communication with and availability to County supervisors and managers and minimization of employee turnover.

AppleOne's QCP is based on defined standards of excellence which guide all of the AppleOne work, and a Performance Baseline with specific Performance Objectives developed in conjunction with the appropriate County representative(s) for each individual contacted project. These Performance Objectives are routinely/periodically reviewed and compliance issues addressed in a formal monthly meeting, or as often as the desired by the County.

AppleOne ensures maintenance of the QCP through Monthly/Bi-weekly reviews and reports covering topics including (a) job order and team management, (b) required deliverables, (c) job order schedule and cost control, (d) employee security compliance requirements, (e) contractor identification and in-processing procedures, (f) training and certification requirements (g) staffing and retention issues. These reviews incorporate findings from personal contact by the Project Manager and project team with the appropriate County representative(s), as well as regular Quality Assurance Surveys. Any complaint or deficiency is immediately reviewed by the Project Manager, who is empowered to take swift corrective action.

Our standard quality monitoring tools are detailed below. Please note that our quality programs are tailored to meet the specific needs of each client.

Quality Assurance Surveys

AppleOne maintains its standards of excellence through a variety of quality assurance surveys, including:

- A. **Performance Surveys.** County department and hiring managers will have the opportunity to gauge AppleOne on its performance with regard to its responsiveness on job orders; the selection of contractor personnel relevant to the assignment, and the levels of communication between the County and AppleOne.
- B. **Service Reports.** Results from various quality reviews will be compiled and presented to the County, providing statistical information regarding job orders received versus job orders filled, job order replacement ratio, and average response time. The data will be reflected in informative graphs and charts displaying satisfaction and performance levels as well as other measured parameters. These reports can be provided weekly, monthly, or for any other time span as required by the County.
- C. **Employee Assignment Satisfaction Surveys.** Measure the satisfaction level of our currently working personnel at client work locations. This tool assists with the Employee Monitoring Program that will allow proactive measurement activities to minimize turnovers and the overall quality of AppleOne placements.
- D. **Employee Exit Interview Surveys.** Measure and probe the reasons behind assignment separations from the employee's perspective. This information is shared with customers to minimize the turnover and to create assignment longevity from our personnel.

AppleOne's QCP, developed with the appropriate County representative(s), will guarantee that the County receives top-caliber service.

TRIPLE CHECK SYSTEM

The AppleOne Triple Check System takes a proactive approach to ensuring that the performance of contractor

employees meet and exceed the County's requirements and expectations. The Triple Check System consists of the following:

1. An AppleOne account team member will make an arrival time telephone call to the County representative who placed the request to the contract within thirty (30) minutes of the scheduled arrival time of the employee. (S)he also will make a quality control call to the County representative who placed the request on the first day of each new assignment to confirm AppleOne's employee(s) is performing up to your expectations.
2. The Project Manager (PM) will continue to check weekly (or more frequently, if necessary) with the County to ascertain the quality of the employee's performance.
3. After the assignment is complete, we will check to evaluate the overall quality of the associate's performance and productivity, including the distribution of a performance evaluation form to the appropriate County personnel. AppleOne retains only those associates who meet or exceed our high performance standards.

Using the Triple Check System, we will monitor all aspects of a temporary associate's performance, including, but not limited to:

- Attendance
- Punctuality
- Proficiency in Required Skills
- Ability to Adapt to the Work Environment
- Ability to Follow Instructions
- Ability to Solve Problems
- Ability to follow established policies and procedures
- Verbal Communication Skills
- Written Communication Skills
- Quality of Work
- Productivity
- Dress Attire
- Ability to maintain effective working relationships

By using the Triple Check System, AppleOne will ensure that the employees meet and exceed all of the requirements of the County. Poor workplace performance is handled through a process of progressive discipline. Employees are coached and counseled on their performance on a continual basis. Additional training or instruction is provided when appropriate. Failure to meet or exceed AppleOne standards results in the employee's termination for non-performance. This information is noted in AppleOne's internal tracking system, which has a "no recall" function that is activated when necessary. AppleOne's team members are empowered to make judgment calls regarding employee performance, and replace an unsatisfactory employee immediately.

Exhibit E – Approach to Diversity, Equity & Inclusion

1. Provide a description of the firm’s approach to diversity, equity & inclusion participation in providing services.

As the nation’s largest privately-held certified W/MBE staffing company, and a National Corporate Plus Member of the National Minority Supplier Development Council (NMSDC), AppleOne has a unique interest in providing employment opportunities for minority and disadvantaged job seekers. We participate in numerous Department of Labor programs to help minority, and disadvantaged job seekers. We customize our recruiting, evaluation, training, and placement services to meet the unique needs of Section 3 candidates. In conjunction with helping public housing residents with their employment goals, we also aid our minority entrepreneur colleagues by subcontracting staffing assignments for our associates through them.

DIVERSITY CERTIFICATIONS

As a wholly owned subsidiary of The ActOne Group, Inc., the largest woman, minority-owned staffing services firm in the United States, AppleOne is uniquely qualified to understand and fulfill your diversity goals. Both AppleOne and ActOne are certified as Minority Business Enterprises (MBE) by the National Minority Supplier Development Council (NMSDC) through our home council in Southern California. Additionally, we are certified as a Woman-owned Business by the Women’s Business Enterprise National Council (WBENC). Our policy of encouraging and assisting minority, women-owned, and other diverse enterprises is a reflection of our long-standing commitment to equal opportunity and affirmative action. This commitment is supported by our highest levels of management and is communicated to all current and potential employees.

COMMITMENT TO DIVERSITY

AppleOne’s policy of encouraging and assisting minority, women-owned, service-disabled, and veteran-owned enterprises stems from our roots of being a female-minority-owned business enterprise. This commitment is emphasized by the highest levels of management and is communicated to all current and potential employees. The success of our supplier diversity program is vital to the growth of our corporation. AppleOne’s executive management supports our supplier diversity goals and holds our account managers responsible for the success of our client-based programs.

AppleOne has an aggressive supplier-diversity program. We identify women/minority-owned firms and assist them in the corporate purchasing environment. AppleOne has developed extensive rules, policies, guidelines, and reporting procedures to assist diverse enterprises in a multitude of aspects. We save these suppliers time and expense with business costs and continually identify partnered vendor opportunities. AppleOne also participates in the Mentor-Protégé Program. This program provides mentoring by prime contractors, such as AppleOne, to help small and disadvantaged organizations, as well as minority/women-owned businesses.

DIVERSE RECRUITMENT

AppleOne is an equal opportunity employer and we fully support your commitment to a diverse workforce. Like your agency, AppleOne is committed to ensuring that our employment standards, procedures, and practices are applied in a manner that provide equal opportunities without regard to race, color, religion, gender, national origin, age, disability, sexual orientation, or veteran status. AppleOne’s offices recruit temporary associates from economically disadvantaged groups through a variety of community organizations and business associations. As part of this effort to cultivate a diverse workforce, AppleOne utilizes multiple recruitment methods, such as aggressive advertising for new applicants and frequenting local job fairs to locate exceptional candidates. AppleOne also posts job advertisements in a variety of online recruiting sites that are focused on diversity outreach. Those sites include:

- AsianAmericanJobsite.com
- BET EMP
- EmployDiversity
- Gay Financial Network
- HispanicOnline
- Latina
- Resource Partnership
- Best Buddies
- DiversityJobsite.com
- ESSENCE
- HireDiversity
- IM Diversity
- MinorityJobsite.com
- Third Age

Currently, AppleOne has a large pool of bilingual candidates in its databases. Part of AppleOne's application process is indicating bilingual capabilities, which we track through the proprietary AppleOne software, Office Automation (OA) system. To complement AppleOne's Instant Recruitment Network and JobCaster, for example, we utilize Hispanic media outlets as a recruitment tool. AppleOne has tenured, senior branch personnel who are fluent in a variety of languages and we are active in various ethnic Chambers of Commerce. In addition, AppleOne branches are empowered to make flexible decisions to accommodate clients at the local level. This includes developing customized, innovative recruiting, and screening programs per a client's request.

Furthermore, AppleOne utilizes the Department of Labor programs, job fairs, and other similar programs to enhance the diversity of the candidates that we can provide to clients. AppleOne's labor pool represents the full citizenry of the communities served by your agency.

DIVERSE BUSINESS PROGRAMS AND PROCEDURES

The *AppleOne Supplier Diversity Program* asserts non-discrimination in any aspect of our service utilization on the basis of race, religion, color, sex, sexual orientation, age, national origin, citizenship status, marital status, veteran status, or disability. It is a reflection of our long-standing commitment to equal opportunity and affirmative action. AppleOne promotes the employment, recruitment, and provision of a diverse workforce, recognizing that diversity not only creates opportunity, but strengthens core business competencies.

Tier 1

All staffing and service dollars spent with AppleOne are Tier-1 diversity dollars spent with a certified WMBE firm.

Tier 2

Many of our client companies have stringent qualifications on the necessary levels of diverse supplier participation, which is why AppleOne has designed and implemented several programs to track participation levels of our diverse partner vendors in our work with our large enterprise clients. Though contingent workforce dollars spent with AppleOne qualify as Tier 1 diversity spend, we look to build a strong Tier 2 supplier base of diverse firms.

Our supplier diversity initiatives include working with our clients' established diverse suppliers, and AppleOne actively seeks out and recruits small, local, disadvantaged, veteran, minority, and women-owned suppliers to assist in fulfilling the diversity initiatives of our clients. Our solution provides these suppliers with an equal opportunity to participate in major contracts without having to invest in the resources or technology normally required for a relationship with large, decentralized companies. Additionally, AppleOne interviews qualified diverse businesses to establish a pool of companies to assist clients in meeting their Tier 2 diversity goals. For example, AppleOne currently has a long-term contract with a major telecommunications company that includes a supplier plan that lists diverse firms, sets goals, and covers startup, maintenance, expansion, and reporting.

DIVERSE BUSINESS PARTICIPATION INITIATIVES

AppleOne has enjoyed numerous successes in its diversity initiatives. We continually undertake efforts to increase opportunities for small, HUD, W/MBE, veteran, and other diverse business entrepreneur colleagues by subcontracting staffing assignments through these vendors for our large enterprise private and public sector clients. We also have extensive experience in providing for diverse business development programs of other large enterprise clients. Many of these client companies and public sector entities have stringent qualifications on the necessary levels of diverse business participation, which is why AppleOne has designed and implemented several programs to track participation levels of our diverse business partner vendors in our work with large enterprise clients.

AppleOne makes a special effort to partner with diverse businesses. AppleOne considers the following to be elements of a successful diverse business subcontracting plan:

- Identification of sub-contracting opportunities for diverse businesses
- Elimination or reduction of service fee
- Assisting with policy, rules, and regulations of contract
- Providing financial assistance to effectively utilize capital expenditures and cash flow

Exhibit F – Fee schedule

1. Firm shall provide a list of hourly rates for all candidate positions which shall be inclusive of all costs associated with work likely to be assigned the firm related to tasks stated in this RFQ, including but not limited to personnel, administrative overhead, printing costs, etc.

AppleOne submits the following fee schedule for the candidate position indicated below.

FEE SCHEDULE	
Personnel Category	Election Aide
Hourly Pay Rate	\$19.00/hour
Hourly Bill Rate	\$28.12/hour

2. Firm shall list any payment for language differential in their fee schedule. The County may allow payment for a language differential-to be paid for certified bilingual services. Candidates' schedules must be approved in advance in writing by County staff.

AppleOne is not requesting any alternate or additional payment for language differential in our fee schedule.

3. The County will pay the firm for the direct cost of the temporary employee mileage reimbursement. Mileage reimbursement will be allowed for temporary employees according to the current published federal mileage reimbursement rates. Mileage reimbursement shall be covered only in the following circumstances:

AppleOne acknowledges and understands this County policy.

Exhibit G – References

Provide references from five different clients. Include the name, email address and telephone number for a contact person from each reference and the date of the original contracts, for whom you have performed comparable projects, preferably during the past five (5) years. Preference will be given for references with California state or local government agencies. Using Yolo County or its employees as references is not recommended.

AppleOne submits the following five (5) client references as evidence of our experience in providing similar services to those requested by the County:

CLIENT: Sacramento County Voter Registration and Elections	
EMAIL:	lotzmi@sacounty.gov
PHONE:	916-875-6464
CONTACT NAME:	Michael Lotz
DATES OF SERVICE:	1998- Present

CLIENT: SEIU Local 1000	
EMAIL:	kswanson@seiu1000.org
PHONE:	916.554.1285
CONTACT NAME:	Karla Swanson, Human Resources Coordinator
DATES OF SERVICE:	2004- Present

CLIENT: California State University, Sacramento	
EMAIL:	m.richardson@csus.edu
PHONE:	(916) 278-6076
CONTACT NAME:	Mellonie Richardson
DATES OF SERVICE:	2004- Present

CLIENT: Kern County Elections	
EMAIL:	cantula@kerncounty.com
PHONE:	661-868-3590
CONTACT NAME:	Laura Cantu
DATES OF SERVICE:	1998- Present

CLIENT: City of Ventura	
EMAIL:	bfriedel@cityofventura.ca.gov
PHONE:	805-654-7801
CONTACT NAME:	Bill Friedel, Principal Human Resources Analyst
DATES OF SERVICE:	2003- Present

Exhibit H – Signature Page

Vendor shall complete the County signature page form.

**County of Yolo
SIGNATURE PAGE**

Solicitation Name: Elections Temporary Staffing RFQ

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final, and shall be honored for the length of time indicated in the request.

All paper submittals must be manually signed in ink in the appropriate space below. If submitting electronically via BidSync, print name of “Authorized Person” in the space provided for signature.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

AppleOne, Inc
Company Name


Name: Carlton G Bryant

327 W. Broadway
Address

Title: Executive Vice President

Glendale CA 91204
City State Zip

Phone: 866-493-8343


Signature of Person Authorized to Sign

Fax: 714-596-7798

Carlton G Bryant
Printed Name

Email: govsolutions@appleone.com

Executive Vice President
Title

04/13/2023
Date



Exhibit I- Non Collusion Non Conflict of Interest Statement Vendor shall complete the above County form

**Exhibit I – NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT
Elections Temporary Staffing RFQ**

I, Carlton G Bryant, am the
(name)
Executive Vice President of AppleOne, Inc
(Position Title) (Company)

The term “Offeror”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. Anti-Collusion Statement. The Offeror has not in any way directly or indirectly:

- a. Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.

2. Preparation of Solicitation and Contract Documents. The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and respo in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. Participation in Decision Making Process. The Offeror has not participated in the evaluation of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:



(Signature)

April 13th, 2023

(Date)

Exhibit J- Exceptions to Agreement
Vendor shall complete the above County form

EXHIBIT J – EXCEPTIONS

Elections Temporary Staffing RFQ

All County Contract requirements by section, subsection or numbered item for which Vendor has stated "Read and do not comply" are considered exceptions and must be documented in this form. Vendor may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Vendor should write "No Exceptions" under the "Requirement(s) Section Number and Text" for Exception in row number 1.

Exception Number	Requirement(s) Section Number and Text	Describe the Nature of the Exception and Explain how Vendor's Response Still Meets the RFP Requirements
1	Section IX.B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.	AppleOne does not agree to pay a difference for services the County may procure from other vendors. This deletion does not alter AppleOne's services or responsibilities to the County.
2	Section XII.B. (first paragraph) - With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of	AppleOne will indemnify the County to the extent of AppleOne's negligence. AppleOne will not agree to indemnify the County for the negligent acts of the County or any County employee.

Deleted: , and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County...

2 (Cont.)	California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature to the extent caused by any negligent or intentional act or willful misconduct of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.	This deletion does not alter AppleOne's services to the County.
3	Section XIII.A,	AppleOne requests the deletion of Waiver of Subrogation requirements. AppleOne meets all of the County's other insurance requirements in Section XIII.
4		



Signature of Person Authorized to Sign

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Deleted: arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by ...

Deleted: omission

Deleted: , regardless of whether or not it is caused in part by a party indemnified hereunder ...

Deleted: 10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

Exhibit C **Payment Provisions**

1) Compensation

Total compensation for all temporary staffing services and mileage reimbursement under this Agreement shall not exceed six hundred thousand dollars (\$600,000.00) over the entirety of the initial one (1) year term and potential two (2) years of contract extensions.

Payment will be provided in accordance with the table below:

1. Cost per hour of temporary labor	\$28.12
2. Mileage reimbursement* per Federal schedule	\$0.655/mile

*County will pay Contractor for the direct cost of temporary employee mileage according to the Federal mileage reimbursement schedule. Mileage reimbursement shall occur ONLY for employees that use their personal vehicles to pick up or drop off ballots, or perform any other job-related tasks while working on behalf of the county.

2) Method of Payment

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in this agreement. Each invoice must include company logo, invoice date, invoice number, description of services rendered number of hours, employees name, and extended cost.

Contractor shall provide County with adequate documentation to support invoice. Contractor's failure to provide adequate supporting documentation with invoice may result in payment being withheld until the documentation is received.

Contractor shall send invoices via mail to: acebillings@yolocounty.org

3) Price Escalation

The Contractor may raise prices in accordance with the California Consumer Price (CPI-W, US City Average, All Items; NSA) Index for each of the allowable one (1) year extensions: 7/1/2024-6/30/25 & 7/1/2025-6/30/2026. The increase in price shall remain firm for each one-year renewal term. Contractor shall inform County of the CPI increase at least 30 days prior to the expiration of the then-existing term. The County reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request.

Exhibit D

Attachment 2

Elections Aide

Class Code:
000195

COUNTY OF YOLO

Established Date: Jan 1, 1991

Revision Date: Aug 1, 2013

DESCRIPTION:

Definition

Under close supervision, performs routine clerical and manual work in the Elections Division at the County Clerk/Recorder's Office.

ESSENTIAL FUNCTIONS:

The following duties are typical for those performed by most employees in this class; however, employees may also perform other related duties. Not all duties listed are necessarily performed by each individual in the classification.

- Sorts, counts, files and reviews and proofs Affidavits of Registration, absentee voter applications and ballots.
- Prepares and boxes election materials, supplies and petitions for transportation, mailing and storage.
- Inventories election materials in the Elections Division and at other warehouse facilities.
- Prepares, packs, unpacks, and may deliver election materials to polling places and elections officers.
- Verifies signatures on petitions and returned absentee ballots.
- Sorts and files cancelled Affidavits of Registration.
- Performs occasional data entry of other simple keyboard operations.
- Proofs various election materials for accuracy and screens telephone calls and provides information where possible.
- Prepares and labels sample ballots, pamphlets, and state ballot pamphlets for mailing which includes bagging and lifting up to fifty pounds of election materials in mail cages and transports cages to the post office.

EMPLOYMENT STANDARDS:

Experience: One year of clerical experience; one year of full time business or college education beyond the high school level may be substituted for the required experience.

KNOWLEDGE & ABILITY:

Knowledge of: general familiarity with the role of an election office; alphabetical and numerical sequences; simple office machines.

Ability to: read, write and spell at high school level, perform simple computations, learn simple clerical procedures; perform routine and repetitive tasks; understand and follow written and oral instructions; perform physical work including lifting and moving, perform tasks with dexterity; communicate and work harmoniously with others; perform alphabetical and numerical filing; perform simple keyboard and data entry tasks.

MEDICAL CLASS:

Medical Class I: This class requires that the person stand or walk most of the time with bending, stooping, squatting, twisting, reaching, working on irregular surfaces, frequent lifting of objects up to twenty-five pounds and occasional lifting of objects up to fifty pounds may be required.

