

**HOUSING AUTHORITY REPORT**

**DATE ISSUED:** January 6, 2009 (March 26, 2009)    **REPORT NO:** HAR 09-008

**ATTENTION:** Members of the Housing Authority  
For the Agenda of April 21, 2009

**SUBJECT:** Temporary Employment Agency Contracts

**REQUESTED ACTION:**

That the Housing Authority approve temporary employment agency services contracts with both Kelly Services and Manpower of San Diego.

**STAFF RECOMMENDATION:**

Authorize the President/Chief Executive Officer or designee to negotiate and enter into a contract with both Kelly Services and Manpower of San Diego for temporary employment services with the following terms:

1. Each contract term will begin March 1, 2009 for the duration of two (2) years with three (3) additional one (1) year options.
2. The proposed combined expenditures for both temporary employment agencies will not exceed \$500,000 in any contract year.

These recommendations were reviewed and approved for forwarding by the Housing Commission on February 20, 2009. These recommendations were first heard by the Housing Authority on March 24, 2009, at which time additional questions were raised and the item was continued until the April 21, 2009 Housing Authority meeting.

**SUMMARY:**

The Housing Commission requires temporary employment agency services at all of its locations to fill vacancies due to absences for illness or disability, leaves of absence, and to temporarily fill permanently budgeted positions until recruitments or budget processes are finalized.

A Request for Proposal (RFP) solicitation process was issued on October 26, 2008 and thirteen (13) responsive bids were received. Bidders were evaluated and scored based on the following criteria:

- Overall qualifications, experience, and demonstrated ability (40 points)
- Quality and responsiveness of proposal to the goals and objectives and scope of service detailed in this RFP (30 points)
- Cost reasonableness, appropriateness and necessity as compared to all other proposals to provide services (30 points)

Based on the evaluation criteria considered in the procurement selection, the responsive bids received the following total scores from the four person screening committee:

Agency	Total points	DBE
Kelly Services	350	
Manpower	350	
Spherion	349	
AppleOne	325	
PrideStaff	320	X
TLC	306	X
Aerotek	298	
Simply Office	210	
Robert Half	210	
Go-Staff	200	
Select Staffing	200	
Venturi Staffing	125	
Simply Staffing	120	X

**FISCAL CONSIDERATIONS:**

Certificate Numbers: 09-093 (Kelly), 09-094 (Manpower)

Amount: \$500,000 (Combined)

Revenue Source: Various

Division: Various

Line Item: Business Services

Funds for these expenditures are included in the Housing Commission FY09 Budget approved on April 25, 2008 and June 10, 2008 by San Diego Housing Commission Board and Housing Authority, respectively.

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:**

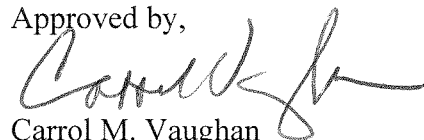
Outreach for temporary services included emails to temporary employment agencies, a general notice published in the San Diego Daily Transcript, La Prensa, and San Diego Voice & Viewpoint, and a notification on the Housing Commission's website.

Respectfully submitted,



Tina Holmes  
Human Resources Officer

Approved by,



Carrol M. Vaughan  
Executive Vice President &  
Chief Operating Officer

Attachments:

- 1) Contracts
- 2) Auditor's Certificates
- 3) Background Information

Copies available for review during business hours at the Housing Commission offices at 1122 Broadway, San Diego, CA 92101, Main Lobby and at the Office of the City Clerk, 202 C Street, San Diego, CA 92101.

**San Diego Housing Commission**  
**Agreement for Temporary Employment Services**  
**With**  
**Kelly Services Inc.**

THIS AGREEMENT, entered into this 1st day of January, 2009,

between the Commission:

Sar Diego Housing Commission  
1122 Broadway, Ste 300  
Sar Diego, California 92101  
(619) 231-9400

and the Contract

Kelly Services Inc.  
999 West Big Beaver Road  
Troy, MI 48084

**101. DESCRIPTION OF WORK**

Kelly Services Inc. ("Contractor") shall provide Temporary Employment Services to the San Diego Housing Commission ("Housing Commission") as generally described in the specifications/scope of services attached hereto.

**102. CONTRACT ATTACHMENTS**

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Service, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3
4. Certificate of Compliance, Contract Attachment No. 4
5. Workforce Report, Contract Attachment No. 5
6. Contractor's Proposal Attachment No. 6

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective February 1, 2009 and continue through June 30, 2011 with three (3) one year options for renewal at a negotiated rate not to exceed the base price of the contract plus the increase in the Consumer Price Index and any statutory or regulatory increase mandated by law. The adjustment shall apply to both the total compensation amount referenced within Section 104 as well as the rates referenced within Contract Attachment No. 3.

104. COMPENSATION AND METHOD OF PAYMENT

- a. Rates For services performed under this Agreement, the Housing Commission shall pay the Contractor at the rates set forth in Contract Attachments No. 3, and No. 6 "Compensation Schedule", attached hereto and made a part hereof. To the extent of a conflict in rates, those referenced within Contract Attachment No. 3 shall prevail. To the extent that there is a conflict in the provisions of Contract Attachment No. 6 and this Agreement and/or any other contract attachment, the provisions of this Agreement and the other contract attachment shall control over the provisions contained within Contract Attachment No. 6.
- b. Maximum Compensation The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) in any twelve (12) month period. Contractor acknowledges that the Housing Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above.

It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachments No. 2 and No. 6 may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

Further, the Housing Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Housing Commission and/or the Housing Authority of the City of San Diego fail(s) to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Housing Commission to terminate the Agreement as set forth in Section 214 of this Agreement.

- c. Method of Payment The Contractor shall submit an Invoice to the Housing Commission specifying the amount due for services performed by the contractor's staff. Such invoice shall:
  1. Reference the Contract number assigned hereto;
  2. Describe the services performed in detail, as specified in Contract Attachments No. 2 and No. 6
  3. Indicate the amount charged for the work performed. Such invoice for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the invoice, the Housing Commission shall make payment by approximately the

thirtieth day of a given month if the requisition is submitted to the Housing Commission no later than the first day of said given month. Payments will be made to Contractor at the address given above.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Housing Commission and the Contractor at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Housing Commission:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form

By:  \_\_\_\_\_

Charles B. Christensen  
General Counsel  
San Diego Housing Commission

Contractor

By:  Tami Traxell

Title: Division V.P.

Date: 2/26/09

Date: 2/26/09

**Contract Attachment No. 1**  
**General Provisions**

200. GENERAL PROVISIONS

201. Status of Contractor

This contract calls for the performance of the services of the consultant as an independent contractor. Contractor will not be considered an employee of the Housing Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Housing Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Housing Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Contract (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Housing Commission during the term of this contract or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

(a) For the duration of this Contract, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

(b) A conflict occurs when circumstances, known to the Contractor, place the Housing Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Housing Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Housing Commission to agree upon modifications of its relationship with said new client or Housing Commission in order to continue to perform services for said client and/or Housing Commission without compromising the interests of either. Should no agreement regarding modification be reached, Housing Commission may terminate its contract with Contractor.

(d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Housing Commission for the benefit of any other client.

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Housing Commission if Contractor employs an individual who, within twelve months immediately preceding such employment, in their capacity as a Housing Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

#### 205. Contractor's Liability

(a) The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Housing Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.

(b) Contractor shall indemnify, hold harmless and defend the Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:

- 1) for damages to real or personal property, or personal injury to any third party resulting from the negligence of Contractor, its employees or its agents, but excluding any negligence of temporary employees assigned by Contractor to Commission; or
- 2) for any breach of any obligations, duties or covenants of Contractor under this Contract or transactions related to it.

#### 206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of \$1,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against liability of the Commission, Contractor, its Subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of service under this Agreement.

(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount as required by Federal, State and/or Local law, acceptable to the Housing Commission during the full term of this Contract arising out of or in connection with the Contractor's performance of service under this Agreement

(c) The general liability insurance required to be purchased and maintained by the Contractor shall name the Housing Commission, the Housing Authority and the City of San Diego as additional insured's and shall contain cross-liability endorsements.



(d) The Contractor shall furnish to the Housing Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days prior written notice will be given to the Housing Commission in the event of cancellation, reduction or nonrenewal of the insurance.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission. Contractor shall not be required to control the environment in which temporary employees perform their work, the details of their work, and their work product. Commission will provide temporary employees with a safe and suitable workplace and provide Contractor with prompt notice of any workplace injury suffered by a temporary employee. Commission agrees to use temporary employees in positions that match the job descriptions for which Contractor assigns them and provide internal supervision and instruction to temporary employees.

208. Equal Opportunity Programs

During the performance of this Contract, the Contractor agrees as follows:

- (a) Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the Contractor will report to the project manager, payments made to all vendors by month, contract to date and percentage of overall contract value.
- (b) Contractor and any Subcontractor hired to fulfill Contractor's obligations under this Agreement, if any, shall fully comply with and shall submit a Report of San Diego County Workforce Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.
- (c) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law.
- (d) If any underrepresentation is found after submission of contractor's workforce report, the Housing Commission may request an equal employment opportunity plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within 30 days. Once the EEOP has been approved by the Commission, the contractor must adhere to said plan. In the case of multi-year contracts, the contractor will be required to submit annual workforce reports and EEOP updates as requested.
- (e) Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be barred from participating in Housing Commission projects for not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Housing Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

- (a) No services covered by this Contract shall be subcontracted without the prior written consent of the Commission.
- (b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.
- (c) The Contractor shall be as fully responsible to the Housing Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

211. Assignability

- (a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Commission.
- (b) Claims for money due or to become due to the Contractor from the Housing Commission under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Housing Commission may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Housing Commission and the Contractor, shall be incorporated into this Contract.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Housing Commission or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

- "(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document

or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the Contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports."

214. Termination

This Agreement may be terminated by either the Housing Commission or Contractor on thirty (30) days written notice, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

215. Attorney's Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

Contract represents the sole and entire agreement between the Housing Commission and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of both the Housing Commission and Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Law of State of California

This Contract and its performance and all suits and special proceedings under this Contract shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not

be construed to extend to this contract if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Housing Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this contract by the Commission.

221. Drug-free Workplace

Contractor shall certify to the Housing Commission that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees: that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace.
  - (b) The Contractor's policy of maintaining a drug-free workplace.
  - (c) Any available drug counseling, rehabilitation and employee assistance programs.
  - (d) The penalties that may be imposed upon employees for drug abuse violations.
3. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is the responsibility of the Contractor to be fully aware of and comply with every requirement under Federal and State law pertaining to labor provisions.

224. Extension of Contract Term

- (a) Provided, that the Contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Housing Commission, may extend the terms of the Agreement, with Contractor's

written approval, for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be exercised by the Contractor.

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Housing Commission by delivery of a Notice of Extension in writing to the contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Housing Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Housing Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Housing Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Housing Commission upon the contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the contractor a right to compel the Chief Executive Officer of the Housing Commission to exercise the option to extend the Agreement.

(e) The Housing Commission and Housing Authority of the City of San Diego hereby delegate the authority to the Chief Executive Officer of the Housing Commission to pay compensation to Contractor, during the option period, on a prorated basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the Housing Commission and/or Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

225. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall assure that each principal of the Contractor that is supervising the Contractor's work under this Agreement shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700), a copy of which is available at the office of the Commission, if applicable, at the following times:

- (a) Upon execution of contract;
- (b) Annually on or before April 1 of each year;
- (c) Within 30 days after completion of the contract.

Said form will be filed within ten (10) days of written notice from the Housing Commission to the Contractor.

226. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- (a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,
- (b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

227. Section 3 Contract Clauses

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions that are filled:
  - (1) After the contractor is selected but before the contract is executed, and
  - (2) With persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

228. HUD Program-Specific Audit Requirement

24 CFR 45-1 require that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling \$300,000 or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding HUD direct, guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with HUD program specific audit requirements.

229. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) Contractor will require that the above stated language be included in the award documents for all sub awards at all tiers, including subcontracts, sub grants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and

- (4) Further, Contractor and all sub recipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

Housing Commission:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: Charles B. Christensen

Charles B. Christensen  
General Counsel  
San Diego Housing Commission

Contractor

By: Tami Troxell Tami Troxell

Title: Division VP

Date: 2/26/09

Date: 2/26/09



**Contract Attachment No. 2**  
**Specifications/Scope of Services**

**Specifications**

Contractor shall provide a comprehensive catalog of clerical, office, maintenance and other related administrative support service options to the Housing Commission. In addition, the Contractor will make every effort to ensure diversity among the temporary agency worker(s) Temp(s) provided to the Housing Commission. Contractor further agrees to:

- Provide appropriate method to match the Housing Commission's needs within specified time frames.
- Coordinate all scheduled work dates with Housing Commission at least one business day before the start of assignments.
- Provide an invoice for each Temp request, according to the specifications prescribed by the Housing Commission.
- Provide weekly reports as specified in the scope of services.

The Contractor shall ensure the following prior to recommending any Temp for placement to the Housing Commission:

- Background checks are conducted with positive results as required;
- Drug screenings are conducted with negative results as required;
- Educational background is verified as required;
- References are verified as required;
- Ensure that a sufficient and adequate number of temporary support services are available;

**Scope of Services**

1. Housing Commission will call the Contractor for temporary services and provide the title and any special skills or experience required. Certain positions may require bilingual skills.
2. The Contractor will compare job requirements with worker qualifications and will fax resume and test results of Temp(s) as requested.
3. The Contractor will call the Housing Commission within two (2) hours to report status or provide name(s) for Housing Commission approval.
  - a. If Contractor is unable to locate a qualified candidate within four (4) hours of the initial request, the Housing Commission reserves the right to contact other temporary agencies for placement.
  - b. For same day emergency staffing needs, if the Contractor cannot provide a qualified Temp within one (1) hour of the request, the Housing Commission reserves the right to contact other temporary agencies for placement.
4. Certain positions may require driving. The Contractor will be notified of this requirement when applicable. Once the Housing Commission has approved the placement for positions requiring driving, the Contractor will ensure copy of a valid California driver's license, proof of vehicle

insurance and proof of vehicle registration in the State of California are retained and available for review prior to the worker reporting to an assignment.

5. Once the Housing Commission has approved a Temp placement, the Contractor will provide the Temp with the forms listed below. These forms are to be retained on file and provided to the Housing Commission upon request prior to the beginning of an assignment:
  1. Conflict of Interest Statement and Disclosure Form - Signed
  2. Electronic Mail and Internet Usage Summary - Signed
  3. Housing Commission's Appearance Guidelines and Information - Signed
  4. Work Place Guidelines - Signed
  5. Rules for Driving on the Job (when applicable) - Signed
6. In addition, Temps will be required to comply with the Housing Commission's Standards of Conduct Policy and disclose any conflict of interest prior to the acceptance and start date. These policies are subject to change from time to time and it is the expectation that Temps will comply with all regulations pertaining to professional work practices, behavior and service expectations. These documents will be made available to the successful Contractor by the Housing Commission.
7. The Housing Commission will not pay for parking or transportation for temporary employees. The responsibility for parking and transportation is that of the Contractor and or temporary employee. Parking is available in the basement of our main offices as well as in lots surrounding the location.
8. It is the Contractor's responsibility to notify Temps of the extension or end of assignment. If the Contractor is unable to notify Temp of the end of assignment, the Contractor will be at the work site to notify Temp prior to the start of the next work day. The Contractor shall assume all responsibility for the collection of the Temp's personal belongings. After 48 hours, the Housing Commission reserves the right to dispose of all personal articles left behind by Temps. In addition, it is the responsibility of the Contractor to obtain and return Housing Commission property in the possession of terminated Temps or as requested by the Housing Commission.
9. Housing Commission reserves the right to end a Temp's assignment if work performed is substandard, attendance is poor, or for other business related reasons. The Contractor will be requested to notify their Temp of the end of the assignment, and must locate an alternate Temp within 24 hours if requested. The Contractor will notify Temp after normal business hours of the end of assignment. If Contractor is unable to notify Temp of end of assignment, Contractor will be at the work site to notify Temp prior to start of next work day.
10. Placement of a Temp does not guarantee regular staffing. Regular staffing is subject to merit competition conducted by the Housing Commission.
11. Temporary workers provided by the agency shall be considered employees of the agency and shall in no sense be considered employees or agents of Commission nor shall they be entitled or eligible to participate in any benefits, privileges, or plans given or extended by the Commission to its employees. The agency has full responsibility for meeting any and all requirements, legal and otherwise, as the employer of any temporary workers provided to the Commission.

12. The Housing Commission does not provide bonuses for longevity or merit service increases for Temps. Rate of pay is based on duties performed and in accordance with the agreed upon fee schedule. The Contractor shall assume the full responsibility to respond to a worker's request for pay increase due to length of assignment or merit service.
13. The Contractor will provide follow-up customer service to the Housing Commission including phone contact, surveys and site visitation to ensure quality of service on a monthly basis.
14. The Contractor will provide the Housing Commission with a weekly status report. The report should include:
- A listing of all Temps
  - Reasons for termination of Temps no longer on assignment
  - Pay rates for all Temps
  - Hours and dates worked
  - Departments in which Temps were/are assigned
  - Placement classification for each Temp
  - Billing rate for each Temp
  - Total amount billed to date
  - Cumulative fiscal year to date summaries
  - Section 8 subsidy recipient status
15. Contractor will provide Housing Commission with testing resources for regular status positions as requested; these services shall be provided at no cost and shall not exceed 15 employees per year.

### **Service Categories**

Please note the service categories listed in this document should not be construed as a detailed description of the tasks to be performed but rather a broad and general outline.

### **Administrative Office Support Services**

Temporary administrative office support is responsible for but not limited to: opening and routing mail, answering phones, providing customer service at public counters, drafting general correspondence, preparing minutes of meetings, and other related administrative support duties as assigned.

### **Maintenance**

Assist with the performance of: building and surrounding grounds maintenance and repair functions, minor equipment repairs, light mechanical work, general custodial work, carpentry, painting, plumbing, or service as directed.

### **Accounting and Financial Services**

Temporary accounting staff is responsible for but not limited to reconciling accounting records, preparing accounting reports and budgets, reviewing and verifying payroll documents and compliance documents for completeness, correct pay rate and reasonableness, producing reported work hour summary reports, posting accounting entries, summarizing accounting records, accepting and processing invoice payments.

### **Technical and Information Technology Services**

Temporary technical and information technology support is responsible for, but not limited to: web design and maintenance, computer hardware and software installation, troubleshooting and repairs.

### **HUD Section 3 Program Requirements**

1. The Contractor agrees to and shall comply with HUD Section 3 program requirements to hire qualified Housing Commission residents for placement when possible. The Housing Commission's Section 3 coordinator will work in conjunction with Contractor to assist in program implementation. The Contractor agrees to meet with Human Resources, the Equal Opportunity Office and Workforce and Economic Development quarterly to review the success of the program and make adjustments to the program as mutually agreed upon.
2. The Contractor agrees to provide temporary staffing placement opportunities for qualified residents, wherever possible, outside of the Housing Commission and to provide notice to the Housing Commission of placements.
3. If there are four (4) or more Temps placed with the Housing Commission, twenty-five percent (25%) shall be resident(s) of the Housing Commission. If less than four (4) Temps are employed, at least one worker shall be a resident of the Housing Commission. If no residents are interested in staffing with the Contractor, this requirement shall be deemed satisfied.
4. The Contractor agrees to and shall target staffing opportunities and to recruit, interview, select, and hire qualified residents for positions. Outreach to residents may include:
  - a. Producing marketing materials for the various housing locations and training facilities;
  - b. Conducting an annual job fair;
  - c. Coordinating job related presentations with the Workforce & Economic Development Unit at least once per quarter. Additionally, the Contractor will allow a maximum of twenty (20) Housing Commission residents access to its on-line training curriculum every year. If no residents are interested in the on-line training curriculum, this requirement shall be waived.



**Contract Attachment No. 3  
Compensation Schedule**

Housing Commission Classification	Hourly Bill Rate Including Mark-up	Over Time Bill Rate Including Mark-up	Mark-up rate
Accounting Assistant/Technician	\$20.10/34%	\$30.15/34%	34%
Administrative Assistant	\$20.10/34%	\$30.15/34%	34%
Housing Aide I/Housing Aide II	\$14.74/34%	\$22.11/34%	34%
Housing Assistant I	\$17.42/34%	\$26.13/34%	34%
Housing Assistant II	\$21.44/34%	\$32.16/34%	34%
Office Assistant I/Clerical	\$16.08/34%	\$24.12/34%	34%
Office Assistant II/Sr. Office Assistant	\$18.76/34%	\$28.14/34%	34%
Maintenance Technician	\$22.40/40%	\$33.60/40%	40%

**HOURLY COSTS FOR TEMPORARY EMPLOYEES**

Service Line (e.g., Light Industrial, Office, Legal, Administrative, Agency/Lawyer, or Job Title)	Job Family (e.g., ...)	Mark-Up %
Administrative/Light Accounting/Clerical		34%
Light Industrial		40%
All Direct Hire Placements		20% of Annual Salary
All Temp to Hire assignments are 640 hours with \$no conversion fee		\$0
Payroll/Transition Rate (Referred/Agency)		30%

**PRICING FOR CONVERSION OF TEMPORARY EMPLOYEES**

As set forth below, The Housing Commission agrees to pay a conversion fee upon the conversion of a temporary employee from Kelly's employment to Housing Commission employment. The conversion fees are reflected below

Example:

Hours Worked on Order	% of Annual Salary/Conversion Fee
1 - 130	20% / \$4,992
131 - 260	15% / \$3,744
261 - 391	10% / \$2,496
391-520	5% / \$1,248
521-639	3%/\$749
640+	No Conversion Fee

Housing Commission:

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Contractor

By: Tami Troxell Tami Troxell  
 Title: Division VP  
 Date: 2/26/09

Approved as to Form:

By: [Signature]  
 Charles B. Christensen  
 General Counsel  
 San Diego Housing Commission

Date: 2/26/09

**CERTIFICATE OF COMPLIANCE**

The City of San Diego, The San Diego Housing Commission and Housing Authority are committed to an Equal Opportunity Program pursuant to applicable Federal and State laws and regulations, which provides Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

Kelly Services

(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce and if requested, an acceptable Equal Employment Opportunity Plan which addresses the corrective actions that will be taken by this firm to eliminate any discriminatory outreach or hiring practices, if they exist, and to introduce outreach and hiring practices to maximize employment opportunities for all qualified individuals.

Tami Troxell

Name of Authorized Official

Division VP

Title

Tami Troxell

Signature of Authorized Official

2/26/09

Date



## Contract Attachment No. 5

Workforce Report of San Diego County  
 San Diego Housing Commission 1122 Broadway Suite 300, San Diego, CA 92101

Payroll Ending Date: 2/26/09 Name of Contractor: Kelly Services  
 Signature of Contractor: [Signature]

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                                      |                             |
|------------------------------------------------------|-----------------------------|
| (1) African-American, Black                          | (4) American Indian, Eskimo |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (5) Caucasian               |
| (3) Asian, Pacific Islander                          | (6) Other Ethnicity         |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian Pacific Islander		(4) American Indian		(5) Caucasian		(6) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial			1									
Professional Specialty												
Engineers/Architects												
Technicians and Related Support												
Sales												
Administrative Support/Clerical				2		1						
Services												
Precision Production, Craft and Repair												
Machine Operators, Assemblers, Inspectors												
Transportation and Material Moving												
Handlers, Equipment Cleaners, Helpers and Non-Construction Laborers*												
<b>TOTALS FOR EACH COLUMN</b>			1	2		1						
DISABLED (by ethnicity & gender)												
<b>GRAND TOTAL OF ALL EMPLOYEES</b>												
<b>NON-PROFIT AGENCIES ONLY</b>												
President												
Vice President												
Secretary												
Treasurer												
<b>TOTALS FOR EACH COLUMN</b>												

\*Gender and minority composition of the board is required above. Please substitute titles of officers or board members as necessary.

Contract Attachment No. 5 (continued)

OCCUPATIONAL CATEGORY LIST

Executive, Administrative and Management

Executive, Administrative Management Related

Professional Specialty

Engineers, Architects, Surveyors  
Mathematical and Computer Scientists  
Health Diagnosing  
Health Assessment and Treating  
Teachers, Post-secondary  
Teachers, Except Post-secondary  
Counselors, Educational and Vocational  
Librarians, Archivists, Curators  
Social Scientists and Urban Planners  
Social, Recreation and Religious Workers  
Lawyers and Judges

Technicians and Related Support

Health Technologists and Technicians  
Engineering and Related Technologists and Technicians  
Technicians, Except Health, Engineering and Service

Sales

Supervisors and Proprietors  
Sales Representatives, Finance and Business Services  
Sales Representatives, Commodities except Retail  
Sales Workers, Retail and Personal Services

Administrative Support

Supervisors, Administrative Support  
Computer Equipment Operators  
Secretaries, Stenographers, Typists  
Information Clerks  
Records, Processing Except Financial  
Financial Records Processing  
Duplicating and Other Office Machine Operators  
Communications Equipment Operators  
Mail and Message Distributing  
Material Recording and Distributing Clerks  
Adjusters and Investigators  
Other Administrative Support

Precision Production, Craft and Repair

Supervisors, Mechanics and Repairers  
Vehicle and Mobile Equipment Mechanics and Industrial  
Machinery Repairer  
Machinery Maintenance  
Electrical and Electronic Equipment Repairers  
Heating, Air Conditioning, Refrigeration Mechanics  
Other Mechanics and Repairers  
Supervisors Construction  
Construction Trades, Except Supervisors  
Extractive Occupations  
Precision Production Occupations

Machine Operators, Assemblers and Inspectors

Metalworking and Plastic Working Machine Operator  
Metal and Plastic Processing Machine Operators  
Woodworking Machine Operators  
Printing Machine Operators  
Textile, Apparel and Furnishing Machine Operators  
Machine Operators, Assorted Materials  
Fabricators, Assembler & Hand Working Occupations

Transportation and Material Moving

Motor Vehicle Operators  
Rail Transportation Occupations  
Water Transportation Occupations

Material Moving Equipment Operators

Handler, Equipment Cleaners, Helpers and Laborers

Handlers  
Equipment Cleaners  
Helpers  
Laborers

Services

Private Households  
Protective Services  
Supervisors, Protective Services  
Firefighting and Fire Prevention  
Police and Detectives  
Guards  
Supervisors, Food Preparation and Services  
Health Services  
Cleaning and Building Service

Contract Attachment No. 6



November 7th, 2008

Lori J. Briere  
Procurement/Program Analyst  
San Diego Housing Commission  
1122 Broadway, Suite 300  
San Diego, CA 92101

Dear San Diego Housing Commission

We at Kelly Services would like to thank San Diego Housing Commission (hereafter referred to as the Commission) for the opportunity to respond to your Request for Proposal. After attending the Pre-Bid conference, we were very excited to know that we share similar values in communication and "doing the right thing" for our External and Internal Customers.

By partnering with Kelly, the Commission will enjoy the unique benefits of Kelly's expansive geographic presence. We are the only global staffing provider whose branch offices—all 2,600 throughout the world—are company-owned and -operated. These office locations are your direct channel to our spectrum of capabilities, and are key to our responsive customer service.

Kelly's full range of skill levels, expanded capabilities, and enhanced line of business solutions, significantly strengthen our ability to respond to the Commission staffing requirements. Our services can help you remain flexible in a changing business environment.

As you review our response, you will learn more about how the Commission can benefit from working with Kelly. We trust that our San Diego Team has the level of experience, commitment, service and dedication to partnership with the Commission that will ensure your staffing goals are met. Our experience locally as well as corporate resources will allow us to move forward in building a lasting relationship with the Commission. We also hope that our willingness to understand and adapt our recruiting plan for the Commission will merit further consideration and we welcome the opportunity to present our capabilities firsthand.

Sincerely,

Adrian Duarte  
Branch Manager  
619.298.6600



# **San Diego Housing Commission and Kelly Services, Inc.**

Response to Request for Proposal – Temporary Staffing  
Services.

Proposal Number BS08-03

November 7, 2008

*Kelly Services, Inc. considers this document, and any attached information or pricing information submitted with it, confidential and proprietary information to Kelly, and provides it to your company for its sole use. Access to this document should be restricted exclusively to authorized employees.*

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*Product names are trademarks of their respective companies.*

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# METHODOLOGY

## Company Overview and Service Lines

We are excited about the opportunity to form a partnership with the Commission and share our "best practices" from similar industries as well as current labor market trends, state-of-the-art recruiting programs and "best in class" quality management system. Please consider our response as a commitment to building a long-term partnership with the Commission.

## Company Shared Values

Kelly's operating values are clearly stated in our Vision, Mission, and Values statement. Our vision is to be the world's best staffing services company and to be recognized as the best. Our mission is to provide the highest quality service and solutions to our customers, employees, shareholders, and communities.

Our Shared Values are five statements that define Kelly's culture and the standards of excellence shared by all Kelly employees. These value statements are aligned with our core professional competencies—the abilities and behaviors necessary for success at Kelly:

***We do the right thing.***

**Core Competencies** – Honesty and Integrity; Inspires Trust; Inclusion and Diversity

***We make a difference.***

**Core Competencies** – Customer Commitment; Community Support; Solution-Focused

***We deliver excellence.***

**Core Competencies** – Strategic Thinking; Quality of Service; Continuous Learning; Bottom-Line Focused

***We are one Kelly.***

**Core Competencies** – Team Orientation; Global Perspective; Working Relationships

***We know our business.***

**Core Competencies** – Functional/Technical Expertise; High-Impact Communication; Excellence in Execution; Organizational Awareness

Kelly Services, Inc. is a *Fortune* 500 company and world leader in human resources solutions headquartered in Troy, Michigan, offering temporary staffing services, outsourcing, vendor onsite, and full-time placement. We serve customers like the Commission through 2,600 company-owned and -operated offices in 40 countries and territories—providing employment to more than 750,000 employees annually, with skills including office services, accounting, engineering, information technology, law, science, marketing, creative services, light industrial, education, and health care. Revenue in 2007 was \$5.7 billion.

## Contract Attachment No. 6

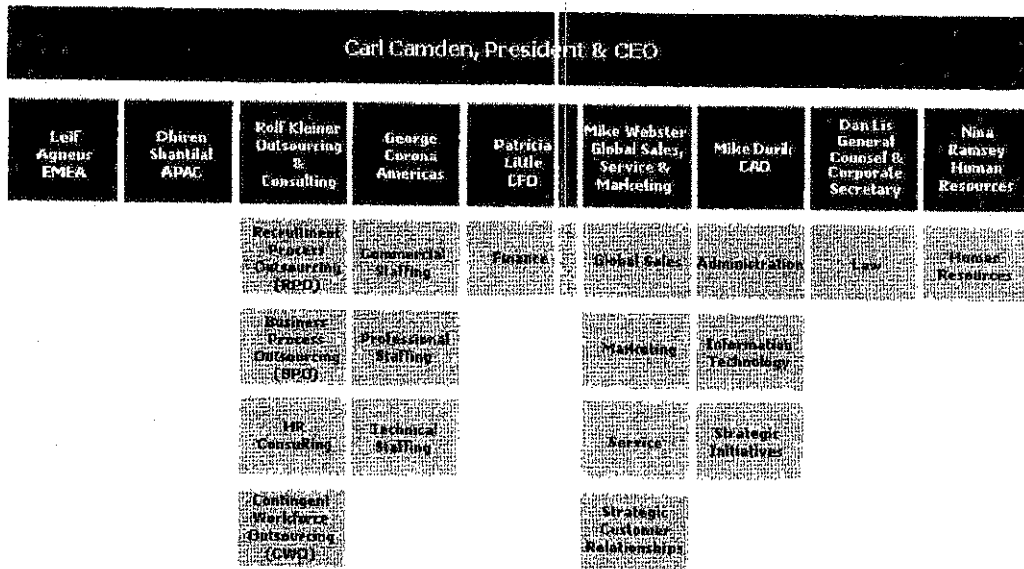
Kelly's wholly-owned company structure facilitates centralized decision making and ensures consistent implementation of all corporate directives and customer-specific service delivery. It also enables us to provide you with the most responsive and focused service possible. Kelly can offer the Commission the following workforce solutions:

Commercial Staffing	Professional & Technical Staffing
Kelly® Office Services™	Kelly Financial Resources®
Kelly® Light Industrial Services™	Kelly Law Registry®
Kelly® Electronic Assembly Services™	Kelly IT Resources®
Kelly® Marketing Services™	Kelly Engineering Resources®
KellyConnect®	Kelly Scientific Resources®
Kelly Educational Staffing®	Kelly Healthcare Resources®
Integrated Staffing Solutions	
Kelly Automotive Services Group®	Kelly Government Solutions™
Kelly Higher Education®	
Outsourcing & Consulting	
Contingent Workforce Outsourcing (CWO)	HR Consulting – Strategic Workforce Planning, Global Mobility, Training & Education, and Human Resources Consulting
Recruitment Process Outsourcing (RPO)	
Business Process Outsourcing (BPO)	Outplacement and Executive Search
Delivery Methods	
Temporary Help – traditional temporary staffing	KellyDirect® – direct-to-permanent sourcing
KellySelect® – temporary-to-permanent sourcing	Kelly Partnered Staffing® – onsite staffing support

## Organizational Structure - Corporate and Branch Offices

Our corporate headquarters in Troy, Michigan coordinate and supervise the activities of all Kelly's 9,200 permanent employees and more than 2,600 company-owned and -operated branch offices. Our stable organizational structure facilitates centralized decision-making and ensures the consistent implementation of all corporate directives. It also enables us to provide customers like the Commission with the most responsive, efficient service possible. Kelly's corporate organizational chart is displayed below:

## Contract Attachment No. 6



### Corporate Offices

Kelly's corporate office is responsible for the strategic direction of the company. Our strategy is driven by feedback from our customers, our field organizations, competitive analysis, and market research. Corporate decisions focus on the development, design, and implementation of:

- Service offerings and staffing solutions
- Recruiting and retention programs
- New technologies and efficiency initiatives
- Systems for managing payroll, invoicing, and reporting
- Quality- and customer-satisfaction initiatives
- Infrastructure to support these programs effectively

Kelly divides its field operations into divisions. In each of these divisions, numerous branch offices report into area or regional offices which, in turn, report to our corporate office. The field organization is empowered to further develop and improve services to meet our customers' local needs.

Special corporate sectors also direct the delivery of Kelly's non-traditional staffing solutions. These are unique business lines—such as Kelly Management Services (outsourcing)—that require both a highly specialized focus and a set of resources distinct from our branch offices. Like Kelly's field operation divisions, these corporate sectors are supervised by a designated Senior Vice President and General Manager at Kelly's headquarters.

### Branch/On-site Offices

Kelly's office locations are your direct channel to our spectrum of capabilities—and a key to our responsive customer service. Linked regionally to one another and to Kelly Corporate Headquarters via an automated network, our offices implement corporate directives, uphold company-wide policies and quality standards,



## Contract Attachment No. 6

and coordinate customer and employee relations at the local level. Local and on-site management offices typically handle the following:

- Recruiting, screening, interviewing, skills evaluation, hiring, and orientation of candidates
- Ongoing training for all Kelly employees
- Taking customer orders and filling assignments
- Monitoring employee and vendor performance against established standards in areas such as turnover, customer satisfaction, and assignment fill rate
- Sharing partnership results with customers via account business reviews
- Resolving employee-relation and customer-satisfaction issues
- Managing customer and employee relationships

More information on Kelly's organizational history, officers, board of directors, and financial standing is available for your review on [kellyservices.com](http://kellyservices.com) and in our Annual Report.

### Past or Pending Litigation

Historically, Kelly's staffing-related litigation experience has been very favorable. As a company of international size and scope, we do become involved in legal matters from time to time within the ordinary course of business. None of these matters has resulted in a settlement or judgment that would be considered material in nature or amount, nor has the outcome of any such claims or suits affected our ability to serve customers.

### Needs Analysis

Kelly will analyze the Commission needs to establish a fundamental knowledge of your operations, staffing requirements, and performance expectations. To accomplish this objective, we will conduct meetings with the end users of staffing, outsourcing, and consulting services throughout your organization—utilizing standardized templates to document the information. The desired outputs of our needs analysis process include:

- **Understanding** each user's operation and their subsequent staffing needs, including development of a department profile and a catalog of job profiles
- **Learning** how each user measures their operation's performance, both as a whole and for each individual employee
- **Identifying** which attributes of your current staffing and outsourcing procurement system work well, and which the users have identified as needing improvement

### Topics of Focus

Specific subjects that may be covered with the Commission end users during our needs analysis process include, but are not limited to:

- An overview of each user's operation
- The objectives of each user's operation
- Usage patterns, peak and constant periods
- Tenure of assignments or projects
- Orientation and training requirements
- Ordering process
- Lead time required when ordering
- Timekeeping methods
- Security requirements
- Quality expectations
- Program "wish list"

## Contract Attachment No. 6

- Benefits of your current system
- Areas for improvement in your current system
- Current operational performance, including fill rate, turnover, and quality
- How current staffing procurement impacts your focus on core business activities
- Performance metrics in place to measure overall and individual operational success

Through needs analysis, Kelly will identify skill groups and define the targeted resources needed to develop an effective recruiting strategy for the Commission based on your most current needs and requirements.

### Recruiting and Screening Process

The foundation of Kelly's recruiting methodology is targeted recruiting, a consistent approach in developing focused recruiting programs for customers like the Commission. We will first identify the common characteristics of your top performers, and determine which media, imagery, message, and execution strategies are proven to attract those leading candidates. We will focus our efforts on those audiences most likely to produce your best candidates, and further refine this targeting to help ensure that we reach 100% of the available labor pool. Kelly branch offices will implement the Commission-specific program, and develop additional tactics based on your top candidate's profile data as needed.

### Consistent Processes for Quality Results

Our superior outcomes stem from reliable recruiting procedures. Kelly will follow a standardized process using consistent tools to facilitate discovery and recruitment at every branch location. Common steps and documentation include:

- **Recruiting Needs Assessment and Prioritization Worksheet** – Captures your current/future needs, and significant local market and labor pool conditions
- **Recruiting Plan and Tracking Report Template** – Captures the information needed to align recruitment with your defined requirements
- **Recruiting Source Qualification Worksheet** – Documents the most productive recruiting sources available in your market, with categorization by skill set
- **Employee Questionnaire** – Administered to help target difficult or unfamiliar skill sets, for input from high-performing employees with your targeted skills

Our recruiters will implement all related sourcing activities once a Commission-specific recruiting plan is developed. Our branch staff will also assess each of your program sources and tactics to promote quality and optimize the use of our most established resources. Finally, Kelly will review our progress against your ongoing requirements—to ensure that our plans remain aligned with your needs and support the continuous improvement of the Commission results.

### Recruiting Generations X and Y

Generations X and Y together comprise a demographic of roughly 120 million people in the United States, expected to account for as much as 70% of that workforce by 2012. To recruit top candidates for the Commission from these target audiences, Kelly recognizes the importance of connecting with them in a voice and medium that resonates most with their unique characteristics, and developing recruitment strategies tailored to their preferences.

## Contract Attachment No. 6

Studies show that Generations X and Y are attracted to the workplace for different reasons than their predecessors. Less than longer-term job security, they seek work that integrates new technologies, opportunities for new skills and advancement, personal attention, short-term payoffs, and a more flexible work/life balance. Accordingly, Kelly has adapted a number of recruiting tools and tactics to appeal to this growing segment, like those detailed below:

### Virtual Worlds

Kelly recently launched its own virtual island in Second Life—a three-dimensional, Web-based world that enables people to interact, play, do business, and communicate together while personified as their own unique virtual characters online. Second Life presents an ideal application for social networking to Generations X and Y, combining a dynamic balance of fun and technology with an introduction to Kelly's brand as an employer. Through this engaging connection, active and passive job seekers alike can explore a range of interactive job-scenario adventures, games, events, and inquire about real-world career opportunities that exist through Kelly.

### Online Entertainment

We have developed several Web sites that function as points of entry online for the Generation X and Y audience, to help brand Kelly as their employer of choice:

- ***Virtualbreakroom.com*** – This site features a number of amusing diversions targeted to a younger demographic, including work-related music, movie quotes, e-cards, a nickname generator, and job leads with links to Kelly's employment site.
- ***FindFrankaJob.com*** – On this site, users are able to manipulate a video cartoon character as he searches through different work scenarios and environments, and link to Kelly's job board for searching through current opportunities.
- ***SnapAttack.net*** – Winner of the Web Marketing Association's 2007 "Best Game Site Interactive Application" WebAward, this site features a simulated office environment that players can customize with pictures of their boss or co-workers to use as targets for shooting rubber bands, among other links to Kelly job information.

As the lines continue to blur between passive and active jobseekers—and more Generation X and Y candidates are exposed to job opportunities through social networking communities online—Kelly will be positioned as their employer of choice through creative, targeted, and unique recruiting tactics like those described above.

### Hiring Process

Candidate care is fundamental to Kelly's ongoing success, and an approach we cultivate from the outset of our hiring process. The information gathered and evaluated during this process is documented in our front-office system to ensure procedural consistency. We will evaluate each candidate's ability, skills, experience, work history, and fit with the Commission to ensure that every employee meets our standards and earns your approval.

Human resource expertise and quality awareness also govern every step of our hiring process—a standard operating procedure at every Kelly branch office. Candidates are screened during our selection process through:

- An in-depth interview

## Contract Attachment No. 6

- A signed statement regarding felony convictions
- Signed releases for background checking and drug screening
- Presentation of acceptable evidence of their authorization to work

Additional the Commission-specific screening requirements—such as for drug screening and background checks—will be included as appropriate. An overview of Kelly's hiring process flow is outlined below:

### Hiring Process Flow

#### **1. Candidate Pre-Qualification**

- Pre-qualification questions will determine if candidates are qualified based on the Commission needs, as well as their own availability and preferences

#### **2. Candidate Evaluation**

- **Interviewing** candidates will determine their qualifications, skills, experience, knowledge, interest, availability, employment history, and pay requirements
- **Testing** administered when applicable will verify the candidates' abilities
- Conducting **reference checks** and performing **verifications** of employment, education, certifications, licenses, or credentials as required

#### **3. Candidate Registration**

- Administering **initial application forms**:
  - Employment Application
  - Background Screening Notice, Disclosure, and Authorization
  - Release for Reference Checks and Verification of Information
- Administering **conditional employment forms**
  - Form I-9
  - Release and Consent for Drug Testing
  - Request for Verification
  - Pre-Screening Notice and Certification Request for the Work Opportunity Credit
  - Form W-4
  - State or Local forms (if required)
  - the Commission-specific forms or releases (if required)
- Conducting a Kelly **orientation**:
  - Providing an Employee Handbook and obtaining candidates' signatures on the Employee Handbook Acknowledgement
  - When applicable, review safety training materials and show the New Employee Orientation and Safety Training video
  - Administer any the Commission and/or service line-specific training and/or orientation materials, if applicable

# QUALIFICATIONS, EXPERIENCE AND REFERENCES

## References Table

Kelly is proud to provide our local customer references which we believe will highlight our unique staffing experience. Our customers value the honest feedback, creative ideas, and solution-driven programs which have enabled them to be successful in their respective industries.

One example we would like to highlight is a large project we helped with Kaiser Permanente. This particular location had never used a staffing company and they were in the midst of implementing a new software program to support their 150 person call center in El Cajon. They had an immediate need to train all their employees at the same time to ensure total customer satisfaction. Up until this point, they had a high turn over ratio (50-60%) for hiring Patient Representatives. We were able to provide 15 Patient Representatives for a six to nine month project and 11 of them had the opportunity to go permanent with Kaiser after the project was complete. The benefit to Kaiser was cost savings on training, hiring/developing and most important, they had satisfied customers. The success of this project allowed us to staff for smaller call centers throughout San Diego County and continues to help us work with other departments within Kaiser Permanente.

<b>Company Name</b>	Kaiser Permanente
<b>Address</b>	1620 E. Main Street, El Cajon, CA 92021
<b>Contact</b>	David Keesey
<b>Phone Number</b>	619.590.4020/ David.G.Keesey@kp.org

<b>Company Name</b>	Hewlett-Packard
<b>Address</b>	16399 Rancho Bernardo Rd., San Diego, CA 92127
<b>Contact</b>	Frank Kozakiewicz
<b>Phone Number</b>	858-655-8539; frank.kozakiewicz@hp.com

<b>Company Name</b>	Asset Marketing Systems Ins. Svcs, LLC
<b>Address</b>	Business Park Dr., San Diego, CA 92131
<b>Contact</b>	Craig Stearman and/or Chris Gladheim
<b>Phone Number</b>	858-693-5342; 858-348-1400; cstearman@assetmarketingsystems.net or cgladheim@assetmarketingsystems.net

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## SUBCONTRACTORS

As a wholly-owned organization, Kelly will primarily utilize our branch network to fulfill the needs of the Commission. Key partner or joint venture relationships are not typically utilized when servicing customers in those areas where we have a presence.

However, Kelly has worked collaboratively with many of our competitors to meet the needs of our customers—often when Kelly and another supplier are named as primary or preferred suppliers to a particular customer. In servicing preferred vendor relationships, Kelly partners with hundreds of suppliers—identified during implementation and typically consisting of incumbent suppliers that have good relationships with the local customer operations.

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## ADDITIONAL DATA

### Testing Capabilities Overview

Kelly requires that all employees complete a thorough hiring process, including a face-to-face interview and appropriate skill assessment before they are introduced to any of our customers. We thoroughly screen applicants and conduct behavioral interviews to determine suitability for the Commission's assignments. Our testing and training tools are customized to each service line to mirror the actual workplace, providing applicants with a realistic preview of the job, and Kelly with a realistic preview of the applicant's abilities. Based on the needs of your position and each candidate's reported skill sets, we administer tests carefully targeted to validate the best available match for most any of the Commission's specific positions.

Kelly's evaluations are consistent with the guidelines established and enforced by the Equal Employment Opportunity Commission (EEOC) and the American Psychological Association (APA). Our evaluations have been shown to be job-related, and free from adverse impact.

### Office Services

The delivery of testing and training services to the Commission's local Kelly branch offices is managed centrally through our PinPoint Testing System. This approach takes the guesswork out of test selection, ensuring that your evaluations are administered consistently by job title. The Pinpoint Testing System is automated to track and record employee results, integrating this data into our front office system, Kelly StaffNet (KSN). While our competitors may also provide testing and training content, no other supplier can match the integration offered by our PinPoint Testing System.

Our PinPoint Testing System includes TimeSolver evaluation methodology for Microsoft Office applications. Based on each successive answer, this feature adapts to the level of your candidate's skill—posing easier questions for wrong answers, and more difficult ones after every correct response. While eliminating the need for multiple level evaluations, TimeSolver evaluations can still accurately determine skill level in fewer responses—making it much more efficient than conventional methods.

Kelly can offer the Commission a number of tests designed to assess your candidate's level of proficiency using various Microsoft applications, including the software titles listed below—for all editions dated **2007 and earlier**:

- Access
- Outlook
- Excel
- PowerPoint
- Internet Explorer
- Windows
- Project
- Word

## Contract Attachment No. 6

### Specialized Office Skills

We can also provide the Commission with a variety of assessments that test your candidates' skills in relevant niche industries, or their knowledge in those fields, including:

- Accounting Office Skills
- Core Office Skills
- Insurance Office Skills
- Legal Office Skills
- Medical Office Skills
- Mortgage Office Skills

### Multilingual Testing\*

As a world leader in global staffing, Kelly understands the critical importance of a workforce capable of communicating across borders. Kelly is able to offer evaluations to assess candidates' skill proficiencies in more than 80 languages. The Commission can have candidates complete both spoken and written tests as needed for your particular skills sets.

The **Multilingual Skills Analysis Spoken Language Evaluation** assesses the candidate's ability to verbally communicate in a target language. The evaluation consists of a conversation with a certified language proficiency tester where spoken questions will be asked. Questions are designed to assess the ability to speak the standard form of the target language without using another language or slang.

The **Multilingual Skills Analysis Written Language Evaluation** consists of questions that require a written response in the target language. The questions deal with business and professional writing situations that are typically encountered in formal and informal business environments.

*\*Available for an additional cost.*

### Temporary Employee Training Overview

Kelly has a long-standing history of designing and delivering effective training and development programs—known to enhance our employees' productivity, job satisfaction, and loyalty. We have committed substantial resources to the training needs of our employees and customers like the Commission.

Most of our training programs are offered free of charge to Kelly employees, who are encouraged to take advantage of any such opportunities to improve their skills and employment prospects. Training programs are extended to all Kelly employees, regardless of their geographic location.

Kelly uses computer-based training along with audio and video technology to deliver training solutions. Our training and testing programs have been translated into various languages to meet the needs of multilingual audiences.

### PinPoint Training

Training is a key component of the PinPoint Selection System. By precisely identifying skill gaps our training enhances productivity, job satisfaction, and employee loyalty—making it possible to offer the Commission the best workforce in office staffing.



## Software Application Training

Our exclusive PinPoint Training System is interactive and media rich. It covers training for multiple software platforms including the latest Microsoft products.

## Light Industrial Training

Our assignment-intensive training is available to cover the specific procedures our employees will follow at the Commission's location. Typically handled onsite, Kelly can facilitate this training as an optional delivery feature. Most of our Light Industrial (LID) customers realize great benefits from thorough orientation and training, including reduced turnover and increased productivity—direct results of providing employees with the knowledge they need to do the job well.

## OSHA and Safety

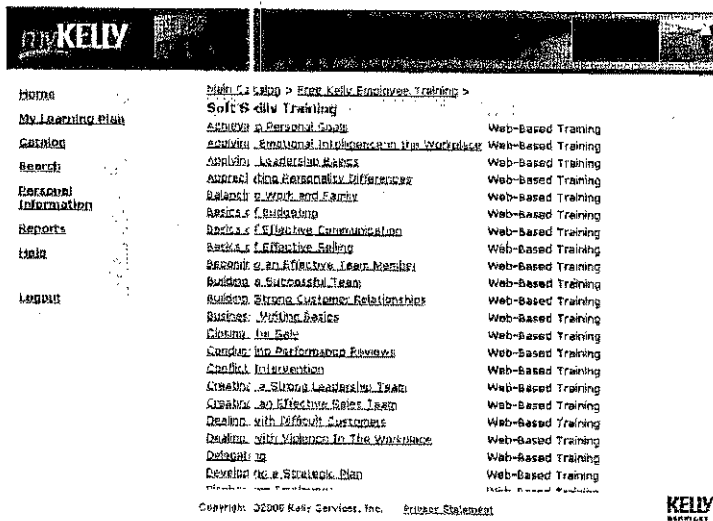
Safety is a major concern to Kelly, and we strive to ensure that our customers share that concern. We will request a review of your OSHA log and an invitation to serve on your safety committee if possible. We also require that all Kelly LID employees complete our Safety Orientation Program, including a detailed overview of mandatory OSHA safety guidelines, a safety video and handbook, and a site tour whenever possible. Our safety efforts can provide a great deal of added benefit to the Commission, by helping to reduce your workers' compensation claims and absenteeism while improving productivity.

## Kelly Learning Center

The Kelly Learning Center (KLC) is our online training and career development site. Through the KLC, employees can register for training to develop the skills they need to learn to do their job well and to succeed in our rapidly changing economy.

The KLC is an interactive, multimedia training and career development site. It combines the latest e-learning technology with Kelly's 60-year tradition and expertise in recruiting and developing a high caliber workforce:

- Available 24 hours, 365 days a year and is always up-to-date and relevant
- Integrates multimedia, instructor-led, and real-time learning techniques
- A variety of delivery methods to suit learning style
- Can start and stop courses as needed
- Take training from anywhere with a properly configured PC and Internet connection
- Tracks progress through the course and maintains a transcript for credit



## Reporting Capabilities

### Standard Usage Reporting

Kelly is proactive in developing our usage reporting—with each designed to accommodate the majority of our customers' needs, incorporating the most frequently requested features, data elements, and formats. Each report is subjected to a legal review, minimizing any potential co-employment risks from information shared between Kelly and our customers. Kelly's standard usage reports were developed using industry best practices, and can include Commission-specific data elements such as your cost center numbers, ordering sources, types of temporary help, and amount spent.

From our flexible menu of options, we can quickly provide the Commission with the formats and data elements most frequently requested by different functional areas, including accounts payable, human resources, purchasing/procurement, end users, and operations department management. Also, our electronic offerings will allow the Commission to define the report or sort sequence that best meets your needs for communicating information throughout your organization.

### Data Elements and Time Parameters

Examples of common data elements available on Kelly reports include: Attn Individual, Attn Department, Purchase Order, Release Number, Department Ordering, Department Using, Month, Branch, Order, and Week Ending Date. The reporting time parameters available for selection range from Current Week, Month, Quarter, Year-to-Date, Previous Year, and Custom Date Ranges.

### eReporting Overview

Kelly eReporting is a proprietary Web-based information center that lets you access data online to customize, run, schedule, and distribute reports automatically throughout your organization. With employee usage, spending, and headcount information readily available, the Commission will be well-equipped to track, manage, and control your staffing expenditures. Easy-to-read reports can be presented in HTML, PDF, or Excel formats, including graphs and charts that quickly summarize your information.



Kelly eReporting gives you the information you need, when you need it. For example, you might schedule weekly usage reports to deliver to your desktop each Monday morning, eliminating the need to reset report parameters or wait for data to download. And eReporting is a value-added solution from Kelly, so you receive this benefit at no additional charge.

Some key benefits of our eReporting application include:

- Key actionable data is available online, when you need it.
- Reports can be viewed at both summary and detailed levels.
- No formal training is required.
- Reports can be displayed, downloaded or e-mailed in multiple formats.
- Delays in receiving paper-based reports are eliminated.

## Contract Attachment No. 6

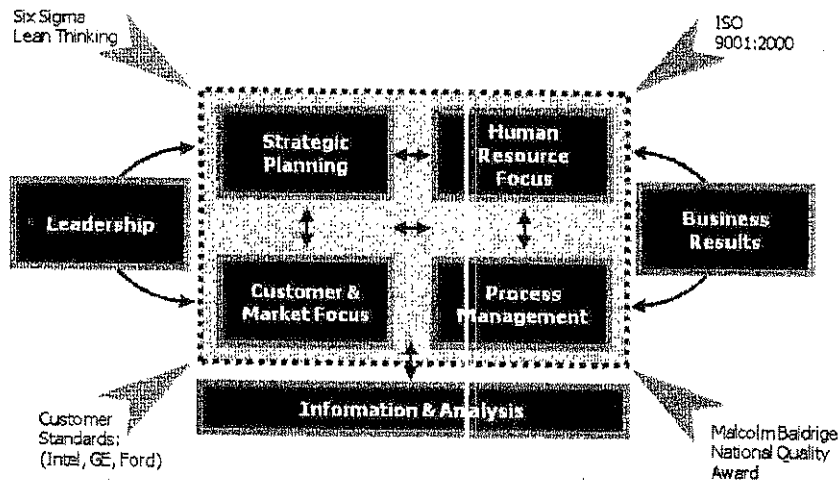
### Kelly Quality Management System Overview

The Kelly Quality Management System (KQMS) is our global quality system—focusing on the processes, measures, and continuous improvement methodologies that will ensure service excellence and measurable value to the Commission.

Kelly is the only staffing company to have a globally deployed quality management system. KQMS incorporates ISO 9001:2000 standard requirements and the Baldrige National Quality Award Criteria. The KQMS is in place at every Kelly operation worldwide—including our traditional and specialty business units, headquarters, and subsidiaries. This truly global scope provides customers like the Commission with unmatched consistency of service and a unified conformity to your performance objectives.

The KQMS has been certified as world-class through quality audits by Intel Corporation, Ford Motor Company, Xerox Corporation, and COPC-2000, a contact center quality standard.

### Kelly Quality Management System – KQMS



### Quality Assurance of Services

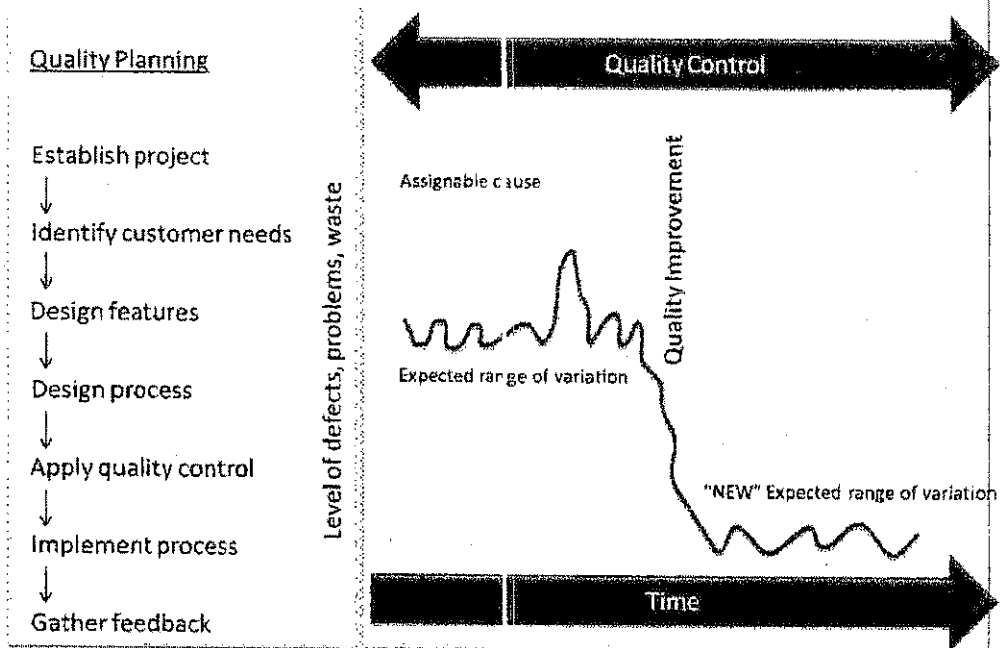
Kelly's Quality Planning, Quality Control, and Quality Improvement programs provide a comprehensive process management system that is integral to the way we conduct business. These processes ensure that we will adhere to and maintain the Commission's specific requirements throughout the Kelly organization.

The primary tools used to ensure conformity to your objectives include:

- Global Standard Operating Procedures (SOPs) and standardized training - to ensure that processes are performed consistently by all individuals and organizations
- Management assessments and internal quality audits - conducted annually throughout the global Kelly organization, including our branches and support departments to monitor compliance, identify areas for improvement, and share best practices

The figure below illustrates how these methodologies interrelate:

Contract Attachment No. 6



**Quality Planning, Control, and Improvement**

- **Quality Planning** – A set of activities that establishes quality goals and designs the features and processes to meet them
- **Quality Control** – A regulatory process through which we measure performance, compare actual performance with acceptable standards, and act on the difference
- **Quality Improvement** – A systematic approach to identifying and removing the root cause of persistent performance problems

Kelly manages and controls these processes on a daily basis by tracking key measures and applying quality control procedures. The main tools utilized include standard operating procedures, control plans, and supporting work instructions. Standard operating procedures ensure that processes are performed consistently by all individuals and organizations. Control plans outline key measures and other relevant information.

All Kelly branches and corporate organizations set goals and decision-making criteria for each of their key measures, established using historical performance and customer requirements. A criterion for decision is defined as the point at which action is required. Any measures meeting the criteria will be noted and any corrective actions documented to ensure that a process remains in control and meets the Commission requirements.

## Contract Attachment No. 6

We use process measurement data, customer satisfaction information, and comparative data as indicators for control and improvement cycles. This data will be shared with the Commission during pre-established business reviews, to review our performance and identify areas for improvement. We then utilize our Quality Improvement Process to provide a systematic approach for analyzing symptoms, identifying root causes, implementing permanent remedies, and measuring improvement to ensure success.

Customers like the Commission represent our most important source of quality improvement opportunities. Based on your feedback, Quality Improvement Processes are implemented across functions, regions, or customer-specific teams—improving your service delivery and productivity, while reducing costs and optimizing your key business processes.

### Tracking Our Performance

At program onset, Kelly's Implementation team will work with the Commission to define your performance objectives and develop meaningful ways to track our conformity. In addition to our regular Quality Control Process—a series of arrival and follow-up calls that ensure your satisfaction with every assignment we fill—Kelly has larger-scale performance review tools that provide further detail on how well we are meeting your needs:

- **Kelly Customer Satisfaction Surveys** – Administered at regular intervals to focus on meeting the needs and expectations of the Commission's end users and program sponsors. Program management and senior Kelly management review the results, and implement action plans according to our agreements.
- **Kelly Customer Satisfaction Index** – An index that gauges the Commission satisfaction ratings with both our temporary employees and program staff. The results serve as an objective, numeric index of your satisfaction.
- **Business Reviews** – A forum for reviewing mutual expectations and performance.
- **Customer Loyalty Studies** – Customers are interviewed in depth to assess drivers of customer loyalty and what it will take to ensure you stay with Kelly. Interviews cover your perceptions of our customer service, temporary employee performance, quality, pricing and more.

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## KEY PERSONNEL

### Experience of Proposed Staff

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#### Experience of principals, project managers and key planners, and designers who would be assigned to this project;

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Kelly's branch network is your direct channel to a wide spectrum of Kelly capabilities—and a key to our highly responsive customer service. Local branch offices typically handle a variety of service activities, including the following:

- Recruiting, screening, testing, interviewing, hiring, and orientating new candidates
- Ongoing training for Kelly employees
- Taking customer orders and filling assignments
- Monitoring employee and vendor performance against established quality standards for factors such as turnover, customer satisfaction, and assignment fill rate
- Resolving employee relations and customer satisfaction issues

Our service strategy for the Commission includes an experienced team that will coordinate and oversee the delivery of Kelly's extensive resources, helping to ensure that our service always meets your needs. The members of your local Kelly service team will include:

**Jennifer Toth**, Staffing Supervisor, Kelly Services Mission Valley Office – Jenn has over three years of staffing industry experience nationwide, and has worked on the Human Resource side of staffing as well. Originally from Philadelphia, Jenn is relatively new to the San Diego area. She understands that building trust and being honest with both candidates and clients is crucial to the success of staffing. She is a graduate of Chestnut Hill College, where she received her Bachelor's in Business Management.

**Melissa ("Missy") Signoracci**, Partnered Staffing Supervisor, Kelly Services Mission Valley Office – Missy has been in the staffing industry over a year in San Diego. Her previous experience includes almost seven years of military service with the United States Navy. She has been in the San Diego area for over 7 years. She understands that constant communication and strong detail orientation are key success factors in the staffing business. As a current student of Southwestern College and National University, Missy has taken several classes concentrated in Leadership and Supervision along with Business Management.

**Karina Jacobo**, Staffing Supervisor, Kelly Services Mission Valley Office – Karina has recently made a career change in the staffing industry about 3 months ago and has phenomenal customer service, written/verbal communication and administrative skills. Her previous experience includes almost three years with a renowned San Diego architectural firm. Karina is a native to San Diego area and is bilingual Spanish/English. As a current graduate of San Diego State University, Karina has her Bachelor's degree in Social Sciences and Spanish Literature.

**Adrian Duarte**, Branch Sales Manager, Kelly Services Mission Valley Office – Adrian has over 12 years staffing industry experience in San Diego. He has been in the San Diego area for over 20 years. He understands that excellent customer service and honesty with customers and candidates are key success factors in the staffing industry. A graduate of ITT Technical Institute San Diego, Adrian has also had on

Contract Attachment No. 6

going schooling with public speaking, speech quality and presentations with various community programs such as San Diego Workforce Organization, Maximus, City Heights Community Development Corporation, Urban League of San Diego County and Regional Occupational Program. Adrian currently serves on advisory boards for PAC (Professional Advisory Council) for Human Resources for Jobing.com and Southwestern College Advisory Board.

This Kelly team will be directly responsible for the consistent coordination of communication, reporting, and service delivery for the Commission to ensure seamless quality service in San Diego County. Adrian Duarte will be the primary contact and will assign a designated Staffing Supervisor for the Commission upon contract approval. All Kelly U.S. offices are wholly company-owned, so each Kelly office will comply with any service terms and conditions specified in any agreement between the Commission and Kelly on a regional or national level as well.

Housing Commission:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: Charles B. Christensen

Charles B. Christensen  
General Counsel  
San Diego Housing Commission

Contractor:

By: Tami Troxe

Title: Division VP

Date: 2/26/09

Date: 2/26/09

# San Diego Housing Commission

## Agreement for Temporary Employment Services

With

### Manpower San Diego

THIS AGREEMENT, entered into this 1st day of January, 2009

between the Commission: San Diego Housing Commission  
1122 Broadway, Ste 300  
San Diego, California 92101  
(619) 231-9400

and the Contractor: Manpower San Diego  
1855 First Avenue, Ste 300  
San Diego, CA 92101

#### 101. DESCRIPTION OF WORK

Manpower of San Diego ("Contractor") shall provide Temporary Employment Services to the San Diego Housing Commission ("Housing Commission") as generally described in the specifications/scope of services attached hereto.

#### 102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Service, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3
4. Certificate of Compliance, Contract Attachment No. 4
5. Workforce Report, Contract Attachment No. 5
6. Contractor's Proposal, Contract Attachment No. 6

#### 103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence February 1, 2009 and continue through June 30, 2011 with three (3) one year options for renewal at a negotiated rate not to exceed the base price of



the contract plus the increase in the Consumer Price Index and any statutory increase mandated by law as set forth in Contract Attachment No. 3. The adjustment shall apply to both the total compensation amount referenced within Section 104 as well as the rates referenced within Contract Attachment No. 3.

#### 104. COMPENSATION AND METHOD OF PAYMENT

- a. Rates For services performed under this Agreement, the Housing Commission shall pay the Contractor at the rates set forth in Contract Attachments No. 3 "Compensation Schedule", attached hereto and made a part hereof. To the extent of a conflict in rates, those referenced within Contract Attachment No. 3 shall prevail. To the extent that there is a conflict in the provisions of Contract Attachment No. 6 and this Agreement and/or any other contract attachment, the provisions of this Agreement and the other contract attachment shall control over the provisions contained within Contract Attachment No. 6.
- b. Maximum Compensation The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) in any twelve (12) month period. Contractor acknowledges that the Housing Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above.

It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachments No. 2 and No. 6 may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

Further, the Housing Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Housing Commission and/or the Housing Authority of the City of San Diego fail(s) to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Housing Commission to terminate the Agreement as set forth in Section 214 of this Agreement.

- c. Method of Payment The Contractor shall submit an Invoice to the Housing Commission specifying the amount due for services performed by the contractor's staff. Such invoice shall:
  1. Reference the Contract number assigned hereto;
  2. Describe the services performed in detail, as specified in Contract Attachments No. 2 and No. and No. 6
  3. Indicate the amount charged for the work performed. Such invoice for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Provided the invoice is correct, the Housing Commission shall make payment on or before thirty (30) days from receipt of invoice. Payments will be made to Contractor at the address given above.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Housing Commission and the Contractor at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Housing Commission:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor

By:  \_\_\_\_\_

Title: Executive Officer

Date: 02/12/09

Approved as to Form

By:  \_\_\_\_\_

Charles B. Christensen

General Counsel

San Diego Housing Commission

Date: 2/19/09

**Contract Attachment No. 1**  
**General Provisions**

200. GENERAL PROVISIONS

201. Status of Contractor

This contract calls for the performance of the services of the consultant as an independent contractor. Contractor will not be considered an employee of the Housing Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Housing Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Housing Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Contract (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Housing Commission during the term of this contract or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

- (a) For the duration of this Contract, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.
- (b) A conflict occurs when circumstances, known to the Contractor, place the Housing Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Housing Commission in the event that such a conflict occurs.
- (c) In the event of such a conflict, Contractor shall meet and confer with the Housing Commission to agree upon modifications of its relationship with said new client or Housing Commission in order to continue to perform services for said client and/or Housing Commission without compromising the interests of either. Should no agreement regarding modification be reached, Housing Commission may terminate its contract with Contractor.
- (d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Housing Commission for the benefit of any other client.

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Housing Commission if Contractor employs an individual who, within twelve months immediately preceding such employment, in their capacity as a Housing Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

#### 205. Contractor's Liability

(a) The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Housing Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.

(b) Contractor shall indemnify, hold harmless and defend the Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:

- 1) for damages to real or personal property, or personal injury to any third party resulting from the negligence of Contractor, its employees or its agents; or
- 2) for any breach of any obligations, duties or covenants of Contractor under this Contract or transactions related to it.

#### 206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of \$1,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the Commission, Contractor, its Subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.

(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Housing Commission during the full term of this Contract.

(c) Contractor shall assure that temporary employees assigned to the Housing Commission under this Agreement and whose assignment requires them to operate an automobile as part of their duties, provide a certificate of automobile liability insurance, from said temporary employees insurer, on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than \$500,000 per occurrence.

(d) All insurance required to be purchased and maintained by the Contractor shall name the Housing Commission, the Housing Authority and the City of San Diego as additional insured's and shall contain cross-liability endorsements.

(e) The Contractor shall furnish to the Housing Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days prior written notice will be given to the Housing Commission in the event of cancellation, reduction or nonrenewal of the insurance. This Certificate shall be provided to the Housing Commission at the address set forth above, to the attention of Lori Brierre.

#### 207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

#### 208. Equal Opportunity Programs

During the performance of this Contract, the Contractor agrees as follows:

(a) Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the contractor will report to the project manager, payments made to all vendors by month, contract to date and percentage of overall contract value.

(b) Contractor and each Subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Workforce Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.

(c) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law.

(d) If any underrepresentation is found after submission of contractor's workforce report, the Housing Commission may request an equal employment opportunity plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within 30 days. Once the EEOP has been approved by the Commission, the contractor must adhere to said plan. In the case of multi-year contracts, the contractor will be required to submit annual workforce reports and EEOP updates as requested.

(e) Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be barred from participating in Housing Commission projects for not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Housing Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

- (a) No services covered by this Contract shall be subcontracted without the prior written consent of the Commission.
- (b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.
- (c) The Contractor shall be as fully responsible to the Housing Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

211. Assignability

- (a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Commission.
- (b) Claims for money due or to become due to the Contractor from the Housing Commission under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Housing Commission may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Housing Commission and the Contractor, shall be incorporated into this Contract.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Housing Commission or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

"(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar

amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the Contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports."

214. Termination

This Contract may be terminated by the Housing Commission on thirty (30) days written notice to the contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

215. Attorney's Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

Contract represents the sole and entire agreement between the Housing Commission and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of both the Housing Commission and Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Law of State of California

This Contract and its performance and all suits and special proceedings under this Contract shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Housing Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this contract by the Commission.

221. Drug-free Workplace

Contractor shall certify to the Housing Commission that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace.
  - (b) The Contractor's policy of maintaining a drug-free workplace.
  - (c) Any available drug counseling, rehabilitation and employee assistance programs.
  - (d) The penalties that may be imposed upon employees for drug abuse violations.
3. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is the responsibility of the Contractor to be fully aware of and comply with every requirement under Federal and State law pertaining to labor provisions.

224. Extension of Contract Term

- (a) Provided, that the contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Housing Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the



Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be excised by the Contractor,

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Housing Commission by delivery of a Notice of Extension in writing to the contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Housing Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Housing Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Housing Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Housing Commission upon the contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the contractor a right to compel the Chief Executive Officer of the Housing Commission to exercise the option to extend the Agreement.

(e) The Housing Commission and Housing Authority of the City of San Diego hereby delegate the authority to the Chief Executive Officer of the Housing Commission to pay compensation to Contractor, during the option period, on a prorated basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the Housing Commission and/or Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

225. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall assure that each principal of the Contractor that is supervising the Contractor's work under this Agreement shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700), a copy of which is available at the office of the Housing Commission, if applicable, at the following times:

- (a) Upon execution of contract;
- (b) Annually on or before April 1 of each year;
- (c) Within 30 days after completion of the contract.

Said form will be filed within ten (10) days of written notice from the Housing Commission to the Contractor.

226. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- (a) To the extent that the Agreement conflicts with either any Attachment(s) and/or Schedule(s), the terms and conditions of the Agreement shall prevail; and,
- (b) To the extent that any Contract Attachment conflicts with any Schedule, the Contract Attachment shall prevail.

227. Section 3 Contract Clauses

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled
  - (1) After the contractor is selected but before the contract is executed, and
  - (2) With persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

#### 228. HUD Program-Specific Audit Requirement

24 CFR 45-1 require that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling \$300,000 or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding HUD direct, guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with HUD program specific audit requirements.

#### 229. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) Contractor will require that the above stated language be included in the award documents for all sub awards at all tiers, including subcontracts, sub grants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and

- (4) Further, Contractor and all sub recipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

Housing Commission:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

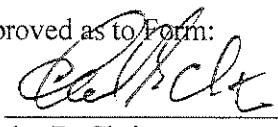
Contractor

By:  \_\_\_\_\_

Title: Executive Officer

Date: 02/12/09

Approved as to Form:

By:  \_\_\_\_\_

Charles B. Christensen

General Counsel

San Diego Housing Commission

Date: 2/19/09

**Contract Attachment No. 2**  
**Specifications/Scope of Services**

**Specifications**

Contractor shall provide a comprehensive catalog of clerical, office, maintenance and other related administrative support service options to the Housing Commission. In addition, the Contractor will make every effort to ensure diversity among the temporary agency worker(s) Temp(s) provided to the Housing Commission. Contactor further agrees to:

- Provide appropriate method to match the Housing Commission's needs within specified time frames.
- Coordinate all scheduled work dates with Housing Commission at least one business day before the start of assignments.
- Provide an invoice for each Temp request, according to the specifications prescribed by the Housing Commission.
- Provide weekly reports as specified in the scope of services.

The Contractor shall ensure the following prior to recommending any Temp for placement to the Housing Commission:

- Background checks are conducted with positive results as required;
- Drug screenings are conducted with negative results as required;
- Educational background is verified as required;
- References are verified as required;
- Ensure that a sufficient and adequate number of temporary support services are available;

**Scope of Services**

1. Housing Commission will call the Contractor for temporary services and provide the title and any special skills or experience required. Certain positions may require bilingual skills.
2. The Contractor will compare job requirements with worker qualifications and will fax resume and test results of Temp(s) as requested.
3. The Contractor will call the Housing Commission within two (2) hours to report status or provide name(s) for Housing Commission approval.
  - a. If Contractor is unable to locate a qualified candidate within four (4) hours of the initial request, the Housing Commission reserves the right to contact other temporary agencies for placement.
  - b. For same day emergency staffing needs, if the Contractor cannot provide a qualified Temp within one (1) hour of the request, the Housing Commission reserves the right to contact other temporary agencies for placement.

4. Certain positions may require driving. The Contractor will be notified of this requirement when applicable. Once the Housing Commission has approved the placement for positions requiring driving, the Contractor will ensure copy of a valid California driver's license, proof of vehicle insurance and proof of vehicle registration in the State of California are retained and available for review prior to the worker reporting to an assignment.
5. Once the Housing Commission has approved a Temp placement, the Contractor will provide the Temp with the forms listed below. These forms are to be retained on file and provided to the Housing Commission upon request prior to the beginning of an assignment:
  1. Conflict of Interest Statement and Disclosure Form - Signed
  2. Electronic Mail and Internet Usage Summary – Signed
  3. Housing Commission's Appearance Guidelines and Information – Signed
  4. Work Place Guidelines - Signed
  5. Rules for Driving on the Job (when applicable) - Signed
6. In addition, Temps will be required to comply with the Housing Commission's Standards of Conduct Policy and disclose any conflict of interest prior to the acceptance and start date. These policies are subject to change from time to time and it is the expectation that Temps will comply with all regulations pertaining to professional work practices, behavior and service expectations. These documents will be made available to the successful Contractor by the Housing Commission.
7. The Housing Commission will not pay for parking or transportation for temporary employees. The responsibility for parking and transportation is that of the Contractor and or temporary employee. Parking is available in the basement of our main offices as well as in lots surrounding the location.
8. It is the Contractor's responsibility to Temps of the extension or end of assignment. If the Contractor is unable to notify Temp of the end of assignment, the Contractor will be at the work site to notify Temp prior to the start of the next work day. The Contractor shall assume all responsibility for the collection of the Temp's personal belongings. After 48 hours, the Housing Commission reserves the right to dispose of all personal articles left behind by Temps. In addition, it is the responsibility of the Contractor to obtain and return Housing Commission property in the possession of terminated Temps or as requested by the Housing Commission.
9. Housing Commission reserves the right to end a Temp's assignment if work performed is substandard, attendance is poor, or for other business related reasons. The Contractor will be requested to notify their Temp of the end of the assignment, and must locate an alternate Temp within 24 hours if requested. The Contractor will notify their Temp of the end of the assignment, and must locate an alternate Temp within 24 hours if requested. The Contractor will notify Temp after normal business hours of the end of assignment. If Contractor is unable to notify Temp of end of assignment, Contractor will be at the work site to notify Temp prior to start of next work day.
10. Placement of a Temp does not guarantee regular staffing. Regular staffing is subject to merit competition conducted by the Housing Commission.

11. Temporary workers provided by the agency shall be considered employees of the agency and shall in no sense be considered employees or agents of Commission nor shall they be entitled or eligible to participate in any benefits, privileges, or plans given or extended by the Commission to its employees. The agency has full responsibility for meeting any and all requirements, legal and otherwise, as the employer of any temporary workers provided to the Commission.
12. The Housing Commission does not provide bonuses for longevity or merit service increases for Temps. Rate of pay is based on duties performed and in accordance with the agreed upon fee schedule. The Contractor shall assume the full responsibility to respond to a worker's request for pay increase due to length of assignment or merit service.
13. The Contractor will provide follow-up customer service to the Housing Commission including phone contact, surveys and site visitation to ensure quality of service on a monthly basis.
14. The Contractor will provide the Housing Commission with a weekly status report. The report should include:
  - A listing of all Temps
  - Reasons for termination of Temps no longer on assignment
  - Pay rates for all Temps
  - Hours and dates worked
  - Departments in which Temps were/are assigned
  - Placement classification for each Temp
  - Billing rate for each Temp
  - Total amount billed to date
  - Cumulative fiscal year to date summaries
  - Section 8 subsidy recipient status
15. Contractor will provide Housing Commission with testing resources for regular status positions as requested, these services shall be provided at the rates set forth in Contract Attachment No. 3.

### **Service Categories**

Please note the service categories listed in this document should not be construed as a detailed description of the tasks to be performed but rather a broad and general outline.

### **Administrative Office Support Services**

Temporary administrative office support is responsible for but not limited to: opening and routing mail, answering phones, providing customer service at public counters, drafting general correspondence, preparing minutes of meetings, and other related administrative support duties as assigned.

### **Maintenance**

Assist with the performance of: building and surrounding grounds maintenance and repair functions, minor equipment repairs, light mechanical work, general custodial work, carpentry, painting, plumbing, or service as directed.

## **Accounting and Financial Services**

Temporary accounting staff is responsible for but not limited to reconciling accounting records, preparing accounting reports and budgets, reviewing and verifying payroll documents and compliance documents for completeness, correct pay rate and reasonableness, producing reported work hour summary reports, posting accounting entries, summarizing accounting records, accepting and processing invoice payments.

## **Technical and Information Technology Services**

Temporary technical and information technology support is responsible for, but not limited to: web design and maintenance, computer hardware and software installation, troubleshooting and repairs.

## **HUD Section 3 Program Requirements**

1. The Contractor agrees to and shall comply with HUD Section 3 program requirements to hire qualified Housing Commission residents for placement when possible. The Housing Commission's Section 3 coordinator will work in conjunction with Contractor to assist in program implementation. The Contractor agrees to meet with Human Resources, the Equal Opportunity Office and Workforce and Economic Development quarterly to review the success of the program and make adjustments to the program as mutually agreed upon.
2. The Contractor agrees to provide temporary staffing placement opportunities for qualified residents, wherever possible, outside of the Housing Commission and to provide notice to the Housing Commission of placements.
3. If there are four (4) or more Temps placed with the Housing Commission, twenty-five percent (25%) shall be resident(s) of the Housing Commission. If less than four (4) Temps are employed, at least one worker shall be a resident of the Housing Commission. If no qualified residents are interested in staffing with the Contractor, this requirement shall be deemed satisfied.
4. The Contractor agrees to and shall target staffing opportunities and to recruit, interview, select, and hire qualified residents for positions. Outreach to residents may include:
  - a. Producing marketing materials for the various housing locations and training facilities;
  - b. Conducting an annual job fair;
  - c. Coordinating job related presentations with the Workforce & Economic Development Unit at least once per quarter. Additionally, the Contractor will allow a maximum of twenty (20) Housing Commission residents access to its on-line training curriculum every year. If no residents are interested in the on-line training curriculum, this requirement shall be waived.
5. The Contractor agrees to and shall notify the Housing Commission upon termination of a Housing Commission resident and to provide the reason for termination. Upon termination of resident, Contractor agrees to replace the services of the temporary worker in the position with another resident whenever possible.



6. The Contractor agrees to and shall maintain and document all placements.

Housing Commission:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor

By:  \_\_\_\_\_

Title: Executive Officer

Date: 02/12/09

Approved as to Form:

By: \_\_\_\_\_

Charles B. Christensen

General Counsel

San Diego Housing Commission

Date: \_\_\_\_\_

**Contract Attachment No. 3  
Compensation Schedule**

<b>Housing Commission Classification</b>	<b>Hourly Pay Rate Range</b>	<b>Hourly Bill Rate Including Mark-up</b>	<b>Over Time Bill Rate Including Mark-up</b>	<b>Mark-up rate</b>
Accounting Assistant/Technician	\$15-16	\$21.00 to \$22.40	\$31.50 to \$33.60	40.0%
Administrative Assistant	\$15-17	\$22.40 to \$23.80	\$31.50 to \$35.70	40.0%
Housing Aide I/Housing Aide II	\$12-14	\$16.80 to \$19.60	\$25.20 to \$29.40	40.0%
Housing Assistant I	\$14-16	\$19.60 to \$22.40	\$29.40 to \$33.60	40.0%
Housing Assistant II	\$16-18	\$22.40 to \$25.20	\$33.60 to \$37.80	40.0%
Office Assistant I/Clerical	\$12-15	\$16.80 to \$21.00	\$25.20 to \$31.50	40.0%
Office Assistant II/Sr. Office Assistant	\$16-20	\$22.40 to \$28.00	\$33.60 to \$42.00	40.0%
Maintenance Technician	\$14-18	\$22.23 to \$28.58	\$33.35 to \$42.88	58.8%

**PRICING FOR CONVERSION OF TEMPORARY EMPLOYEES**

As set forth below, The Housing Commission agrees to pay a conversion fee upon the conversion of a temporary employee from Manpower's employment to Housing Commission employment. The conversion fees are reflected below

<b>Hours Worked on Order</b>	<b>% of Annualized Salary/Conversion Fee</b>
1 - 130	20% / \$4,992
131 - 260	15% / \$3,744
261 - 391	10% / \$2,496
391-520	5% / \$1,248
521-639	3% / \$749
640+	No Conversion Fee

<b>Training Service</b>	<b>Rate</b>
-------------------------	-------------

Testing Resources, page 15	\$35 per candidate, per assessment
Online Training and Development Center, page 4	\$55 per candidate, per software package/ business skills course

\*Manpower agrees to the Hourly Bill Rates and Mark-ups provided above as requested, with the additional contract modifications detailed below:

- Drug, Background, DMV and Education checks will be billed to the Commission at cost.
- Certain scarce skill set requirements, such as bilingual abilities, may require higher pay and bill rates than those quoted above. Manpower will always confirm rates for those skills with the Commission prior to assigning a temporary employee.
- Manpower will guarantee the services of each temporary employee provided to the Commission. If for any reason the Commission is not satisfied with a candidate provided by Manpower, Manpower will replace that candidate at no charge, provided Manpower is notified within the first 8 hours of that candidate's commencing an assignment with the Commission.
- Beyond 8 hours it will be assumed that the services were performed to the Commission's satisfaction, and payment will be due for all hours worked by that candidate.
- Manpower may, from time to time, be required to increase the rates set forth in proportion to any legislatively mandated new or increased costs, which may be required by federal, state, or local law, such as FICA, FUTA, State Unemployment Tax, and worker's compensation insurance. The increase commences upon the effective date of such new or increased costs. Changes include any new or increased cost associated with the passage of a federal or state law mandating any wage increase or benefits for employees.
- Technical and Information Technology Services: Manpower will also provide the Commission with skilled Technical and IT staffing services on an as-needed basis, under the same conditions outlined in this agreement, at a mark-up rate of 50%.

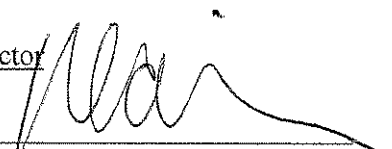
Housing Commission:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor

By:  \_\_\_\_\_

Title: Executive Officer

Date: 02/12/09

Approved as to Form:

By:  \_\_\_\_\_

Charles B. Christensen

General Counsel

San Diego Housing Commission

Date: 2/19/09

### CERTIFICATE OF COMPLIANCE

The City of San Diego, The San Diego Housing Commission and Housing Authority are committed to an Equal Opportunity Program pursuant to applicable Federal and State laws and regulations, which provides Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

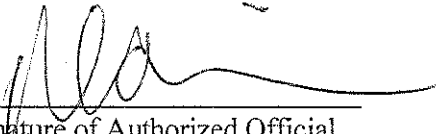
CPM LLC, San Diego Manager of San Diego  
(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce and if requested, an acceptable Equal Employment Opportunity Plan which addresses the corrective actions that will be taken by this firm to eliminate any discriminatory outreach or hiring practices, if they exist, and to introduce outreach and hiring practices to maximize employment opportunities for all qualified individuals.

Philip C. Blair  
Name of Authorized Official

Executive Officer  
Title

  
Signature of Authorized Official

02/12/09  
Date

## Contract Attachment No. 5

Workforce Report of San Diego County  
 San Diego Housing Commission 1122 Broadway Suite 300, San Diego, CA 92101

Payroll Ending Date: 10/7/08 Name of Contractor: Manpower of San Diego

Signature of Contractor: \_\_\_\_\_

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                                      |                             |
|------------------------------------------------------|-----------------------------|
| (1) African-American, Black                          | (4) American Indian, Eskimo |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (5) Caucasian               |
| (3) Asian, Pacific Islander                          | (6) Other Ethnicity         |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian Pacific Islander		(4) American Indian		(5) Caucasian		(6) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial		1		4	1				7	4		
Professional Specialty					1				1			
Engineers/Architects												
Technicians and Related Support												
Sales									2	1		
Administrative Support/Clerical	1	5	1	7		1			4	8		
Services												
Precision Production, Craft and Repair												
Machine Operators, Assemblers, Inspectors												
Transportation and Material Moving												
Handlers, Equipment Cleaners, Helpers and Non-Construction Laborers*												
<b>TOTALS FOR EACH COLUMN</b>	1	6	1	11	2	1			14	13		
DISABLED (by ethnicity & gender)												
<b>GRAND TOTAL OF ALL EMPLOYEES</b>	50											
<b>*NON-PROFIT AGENCIES ONLY</b>												
President												
Vice President												
Secretary												
Treasurer												
<b>TOTALS FOR EACH COLUMN</b>												

\*Gender and minority composition of the board is required above. Please substitute titles of officers or board members as necessary.

## Contract Attachment No. 5 (continued)

### OCCUPATIONAL CATEGORY LIST

#### Executive, Administrative and Management

Executive, Administrative Management Related

#### Professional Specialty

Engineers, Architects, Surveyors  
Mathematical and Computer Scientists  
Health Diagnosing  
Health Assessment and Treating  
Teachers, Post-secondary  
Teachers, Except Post-secondary  
Counselors, Educational and Vocational  
Librarians, Archivists, Curators  
Social Scientists and Urban Planners  
Social, Recreation and Religious Workers  
Lawyers and Judges

#### Technicians and Related Support

Health Technologists and Technicians  
Engineering and Related Technologists and Technicians  
Technicians, Except Health, Engineering and Service

#### Sales

Supervisors and Proprietors  
Sales Representatives, Finance and Business Services  
Sales Representatives, Commodities except Retail  
Sales Workers, Retail and Personal Services

#### Administrative Support

Supervisors, Administrative Support  
Computer Equipment Operators  
Secretaries, Stenographers, Typists  
Information Clerks  
Records, Processing Except Financial  
Financial Records Processing  
Duplicating and Other Office Machine Operators  
Communications Equipment Operators  
Mail and Message Distributing  
Material Recording and Distributing Clerks  
Adjusters and Investigators  
Other Administrative Support

#### Precision Production, Craft and Repair

Supervisors, Mechanics and Repairers  
Vehicle and Mobile Equipment Mechanics and  
Industrial Machinery Repairer  
Machinery Maintenance  
Electrical and Electronic Equipment Repairers  
Heating, Air Conditioning, Refrigeration Mechanics  
Other Mechanics and Repairers  
Supervisors Construction  
Construction Trades, Except Supervisors  
Extractive Occupations  
Precision Production Occupations

#### Machine Operators, Assemblers and Inspectors

Metalworking and Plastic Working Machine Operator  
Metal and Plastic Processing Machine Operators  
Woodworking Machine Operators  
Printing Machine Operators  
Textile, Apparel and Furnishing Machine Operators  
Machine Operators, Assorted Materials  
Fabricators, Assembler & Hand Working Occupations

#### Transportation and Material Moving

Motor Vehicle Operators

Rail Transportation Occupations  
Water Transportation Occupations  
Material Moving Equipment Operators

#### Handler, Equipment Cleaners, Helpers and Laborers

Handlers  
Equipment Cleaners  
Helpers  
Laborers

#### Services

Private Households  
Protective Services  
Supervisors, Protective Services  
Firefighting and Fire Prevention  
Police and Detectives  
Guards  
Supervisors, Food Preparation and Services  
Health Services  
Cleaning and Building Service

## Temporary Staffing Services

ITB No. BS-08-03

Prepared for: the San Diego Housing Commission

November 7, 2008



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## Executive Summary

We would like to thank The San Diego Housing Commission for the opportunity to respond to the RFP for Temporary Staffing Services. As one of your current staffing partners, Manpower has provided Maintenance Technicians to the Commission for over a year. We would welcome the opportunity to expand our relationship with the Commission into the Accounting and Administrative areas, and are confident our capabilities and expertise will add significant value.

### The Manpower Advantage

#### 1. Experience

The Commission is financed largely through Federal funds, and Manpower understands the implications this creates with regards to equity, compliance and transparency of process. As detailed in our submission, Manpower works with a number of organizations with similar requirements. We have included four mini-case studies and performance data to illustrate our experience: The San Diego Unified Port District, General Dynamics/NASSCO, SANDAG and The San Diego Workforce Partnership.

#### 2. Service and Communication

We do a lot more than just fill our customer's orders. *Manpower's vision is to lead in the creation and delivery of services that enable our clients to win in the changing world of work.* This means we add value to our client's business by sharing our resources, research and data to help you stay ahead of curve. We have also implemented a structured communication process through our Predictable Performance System. This ensures we provide the Commission with the highest quality personnel, and respond to your needs quickly and thoroughly.

#### 3. Innovative Training and Placement Services

Manpower is the expert in San Diego when it comes to training and workforce development. Our involvement and contributions back to the communities in which we operate helps us keep our finger on the pulse of the local labor market, and more importantly, enables us to access the most talented and diverse candidates to fill your positions.

### A Total Solutions Provider

Manpower is one of the largest and most established providers of staffing solutions in San Diego, as well as globally. We can also meet the Commission's needs for Accounting, Finance, IT and other technical, professional and executive positions.

This would provide the Commission with numerous benefits and efficiencies from working with a total staffing solutions provider. We look forward to participating in the RFP process for those additional staffing services as well in the coming months. Again, we thank you for the invitation to participate, and we look forward to the next stage of the evaluation process.

### Introduction to Manpower

#### Manpower San Diego – local ownership and accountability

Locally, Manpower has been a leader in the staffing market for over 30 years. Our team in San Diego includes 50 permanent full-time staff, with offices in Downtown, Mission Valley, Sorrento Valley, San



Marcos, Temecula and Hemet. We also operate six on-site management operations for customers across the county. As mentioned earlier, our vision is to help our clients win in the changing world of work, through the provision of customized staffing solutions, unparalleled service, and the resources of a global Fortune 500 company.

In San Diego we are a locally owned franchise of Manpower Inc. (NYSE symbol: MAN). We are quite proud of our history in the region, and have been under the same ownership for over 30 years. Our clients benefit from the resources and expertise of a Fortune 500 company, with the additional advantage of local responsiveness and accountability. Manpower's San Diego corporate office on First Avenue is just a few minutes away from the Commission's downtown headquarters. This allows us to be nimble, creative and fast – and no corporate hierarchy means our clients get the answers and results they need quickly.

On page 9 we have provided an organizational chart depicting the structure of the team that will service the Commission's staffing needs, as well as a brief biography on all key personnel managing the relationship and delivering services.

#### **Manpower Globally – a Fortune 500 Industry Leader**

Manpower is a recognized leader in the provision of customized staffing solutions, with over \$16 billion in annual revenues, and maintains ISO 9001:2000 registration at over 900 offices across the U.S., including San Diego, and more than 2,000 offices globally.

Manpower has placed more than 4.1 million candidates with over 400,000 clients across all industry sectors. We have also had the privilege of being recognized by Fortune Magazine as America's Most Admired Company in the Staffing Sector for three consecutive years.

#### **Statement of Interest**

Manpower would like to confirm its interest in contracting with the Commission for a fixed-term indefinite quantity service agreement, per page 8, Section C.

#### **HUD Section 3 Requirements**

Manpower has extensive experience reaching out to diversity, as well as underserved and economically disadvantaged job seekers. As part of this commitment to community involvement, we have gained extensive experience in the creation and delivery of innovative training and job placement programs (please see page 4 as well as attachments 9 and 10 for more information on TechReach).

We are ready to support the Commission's efforts to place residents into its temporary staffing positions whenever possible. Our proposed strategy would be as follows:

- Initial meeting with the Commission's Section 3 Coordinator and the entire Manpower account team to agree program requirements, expectations and communication processes
- Review list of eligible resident job seekers and current or upcoming employment opportunities with the Commission
- Manpower will then conduct additional resident employment outreach initiatives such as posting notifications at resource rooms and facility onsite offices at residences managed by the Commission
- Manpower will pre-screen a pool of resident job seekers, with results forwarded to the Section 3 Coordinator

## Contract Attachment No. 6

- For those candidates who do not qualify for the Commission's openings, Manpower will identify training/skills gaps and assist with training through our online Training and Development Center (<http://www.manpowertdc.com>) with a flat preferred pricing scale of \$55 per candidate per program.
- Residents not placed at the Commission will also be eligible for employment through Manpower with other client companies and organizations
- A Manpower account team member will be in contact with the Commission's Section 3 Coordinator for weekly status updates, with full team meetings quarterly

### Training Solutions

Manpower is uniquely positioned to help the Commission employ residents from its various housing programs. We can assess and train job seekers to provide them with the skills necessary to obtain employment at the Commission, or with other San Diego employers. We have had tremendous success running outreach and job seeker training initiatives under our TechReach program.

We can design a customized program to meet the Commission's needs. Two different solutions could be as follows:

1. **1.5 weeks** full time intensive program for residents for specific positions at the Commission. These candidates will be pre-identified by Manpower and the Commission, and will move directly into a position with the Commission contingent upon successful training completion.
2. **2.5 weeks** full time to assist residents to obtain positions with other employers within San Diego County. Candidates for this training would be selected through a joint interview process conducted by Manpower and the Commission's Section 3 Coordinator. Upon graduation from the program, Manpower's Training Assistant will continue to work with each student for up to one year to provide ongoing career coaching, mentoring, and job placement assistance.

Please see attachments 9 and 10 for more information on Manpower's TechReach training programs. We would be happy to provide a more detailed presentation to the Commission in this area.

### Diversity – a competitive advantage

Our business is guided by the belief that there is a role for every individual in the world of work. Manpower continues to build on our legacy of diversity and inclusion in many ways through our involvement with a number of diversity and workforce development organizations here in San Diego. Our participation and relationships with these organizations enables us to not only share our resources and expertise in the community, it also helps us reach candidates of all backgrounds:

- Center for Policy Initiatives
- LEAD San Diego (current board member)
- San Diego Economic Development Corporation
- San Diego Workforce Partnership (current board member)
- Urban League of San Diego
- United Way of San Diego (c) **Contract Attachment No. 6**

### **Manpower's Diversity Goals:**

- Maximizing our competitiveness by recruiting, selecting, developing, promoting, and retaining a high performing, diverse workforce.
- Establishing and managing systems and processes that promote an inclusive culture by committing leadership and resources to diversity initiatives.
- Promoting the richness and values of a diverse Manpower workforce by celebrating and recognizing cultural events and diversity accomplishments.

### **Our Objectives Include:**

- Gaining leadership commitment through role modeling leadership values.
- Aligning diversity initiatives, events, and objectives with Manpower's business goals and strategies.
- Blending performance and accountability into our diversity actions.
- Educating, training, and reinforcing Manpower's global values.
- Recruiting, developing, retaining, and promoting diverse talent.
- Becoming an "employer of choice" based on our vision of inclusiveness.
- Creating a culturally diverse exchange program by reaching out to internal and external communities.
- Communicating diversity initiatives and events to employees and our customer base.

### **Recruitment and Selection Methodology:**

#### **Manpower's Predictable Performance System**

The Predictable Performance System, Manpower's Quality Management System, is a systematic approach to our recruitment and selection process. This enables Manpower to accurately place temporary employees on assignment with the Commission. Your hiring managers receive qualified, productive workers, and our employees are placed in positions that fully utilize their skills, interests and abilities.

The Predictable Performance System also includes methods for following up with our associates and clients. This ensures that our service meets or exceeds expectations. The Predictable Performance System consists of the following business processes:

1. Recruiting
2. Interview
3. Testing
4. Reference/background checking
5. Orientation and Compliance
6. Training
7. Follow-up

#### **1. Recruiting**

Manpower's Staffing Specialists will use a variety of methods to recruit quality candidates for the Commission's openings. To assist the Commission in its goal of filling its temporary positions with residents from the Commission's programs, Manpower will work closely with the Section 3 Coordinator. Residents will be the priority pool from which Manpower will source candidates.

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In the event that no qualified priority candidates are available, and conducting a training program for residents is not feasible, Manpower's additional sourcing methods will include: Manpower's Applicant Portal, internet-based search methods, referrals from existing temporary employees, government partnerships (such as Manpower's Customized Training Program for the San Diego Workforce Partnership) trade shows, and career fairs.

### 2. Interview

Manpower's structured interview is designed to uncover the widest range of work each candidate can do. We also use behavioral-based interviewing techniques – by analyzing past behavior in previous work situations, we can better predict future on-the-job performance.

This is different from the typical job interview. Most employers try to match a candidate to one known job. Manpower, however, tries to match a candidate to a variety of possible positions based on their preferences, aptitudes and skills. This provides the Commission with additional flexibility by pre-identifying other skills a candidate might possess. Hiring managers then have the option of assigning that person with additional responsibilities.

### 3. Reference and Background Checking

All candidates must provide a minimum of two work-related references prior to going on assignment through Manpower. At the Commission's instruction, Manpower will also conduct drug and background screening after the Commission's hiring manager has selected a candidate. All offers of temporary employment through Manpower at the Commission will be contingent upon a clean drug and background check.

Education and DMV checks will also be conducted as directed by the Commission on a position-by-position basis. The cost for all education, DMV, background and drug screenings will be passed on to the Commission at cost only. Manpower has negotiated preferential rates with various screening agencies due to our high volume.

### 4. Testing

During the intake process a candidate's skills and knowledge are verified through a variety of assessments. Not only do Manpower's tests predict success on the job, they also help reveal aptitudes and abilities the candidate might not realize they possess. Assessments are designed to specifically evaluate those skills required for each position. All candidates placed by Manpower, including light industrial positions such as Maintenance Technicians, must successfully complete a minimum of two Manpower assessments. Results can be provided to the Commission as required.

### 5. Orientation, Compliance and Commission Documentation

Prior to assignment, each temporary employee completes a face-to-face pre-employment orientation with one of our Staffing Specialists. This ensures every temporary employee understands Manpower's safety procedures, substance abuse policy, payroll procedures, and reporting protocols.

As part of this orientation, candidates are also provided any special instructions they might require prior to commencing an assignment with the Commission. We also collect signed copies of all forms required by the Commission: Standards of Conduct Policy, Conflict of Interest, Email and Internet Usage, Appearance Guidelines, Workplace Guidelines and Driving Rules.

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**No temporary employee will commence assignment at the Commission prior to the Commission receiving copies of all requisite documentation.**

### 6. Training

As mentioned earlier, Manpower's Talent and Development Center (TDC) provides our temporary employees with more than 2,500 training opportunities to help them enhance their move forward in their careers. This also enables us to “upskill” temporary employees, preparing them for higher responsibilities the Commission might need to assign them. Again, this provides additional flexibility to the Commission at no additional cost.

### 7. Follow-up

As the legal Employer of Record, it is imperative that Manpower keep up-to-date with each temporary employee's performance, and the Commission's satisfaction with the placement. Our Staffing Specialists contact the hiring manager in the morning on the first day to ensure the employee has arrived safely and on time. We will then continue to follow-up at frequent intervals to ensure the hiring manager and the employee are both satisfied with the placement.

### Compliance through ISO 9001:2000 Registered Procedures

The Predictable Performance System, Manpower's Quality Management System detailed above, is registered to ISO 9001:2000 standards. Through an internal and external operational audit process, and a six-step continuous improvement model, Manpower assures service delivery excellence to clients and associates.

ISO 9001:2000 is a series of international standards used to define the basics of how to establish, document, implement, maintain, and continually improve an effective quality management system. ISO 9000 formalizes our methodology of structured interviews, validated testing, extensive training and skill development programs, detailed client needs assessment, performance measurements, problem resolution procedures, and associate recognition programs.

The Predictable Performance System ensures the Commission's staffing needs will be filled with the most accurately matched candidates, who have all undergone the same quality training programs, and will all undergo the same quality performance review process.

### Protecting the Commission from Co-employment Issues

All temporary service workers provided to the Commission will be employees of Manpower, and not independent contractors or subcontractors. As your staffing partner, it is Manpower's role to protect the Commission from co-employment issues and handle the management of temporary service workers, including performance appraisals, counseling and assignment terminations.

**Manpower's role is to remove the challenges of sourcing and managing temporary employees so that the Commission can focus its resources on serving its residents and other program constituents.**

## Communication: the Key to a Successful Partnership

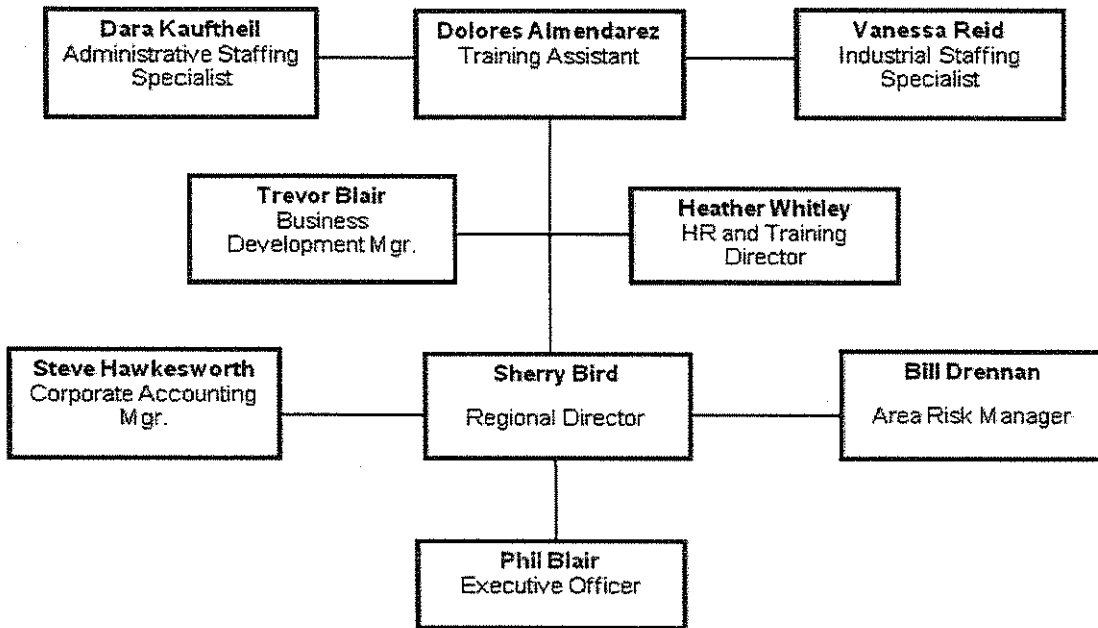
Every bit as important as the processes and procedures outlined in our Predictable Performance System is our approach to communication and relationship management. Open, honest and fast communication is critical to an effective staffing partnership, which we will ensure through the following:

- **Proactive Assignment Management:** Our database tracks every detail of every order will fill. As such, we will contact the Commission's hiring managers well in advance of each assignment's end date. This will not only assist the Commission to reduce unnecessary spend on temporary staffing; it will also ensure security badges are either retrieved or renewed to eliminate productivity disruptions.
- **Performance calls:** our Staffing Specialists follow-up with the hiring manager on the first day of each new assignment, and then weekly thereafter.
- **Quarterly Account Review Meetings:** Manpower will coordinate quarterly account meetings with the Commission's hiring managers and Section 3 Coordinator to review every aspect of the partnership.
- **Quality Performance Program (QPP):** Manpower solicits feedback through written evaluations to both our associates (temporary employees) as well as customer (client) hiring managers. Users rate various service areas, allowing Manpower to quantify and analyze the results.
- **Market Intelligence:** Communicating the latest developments in HR Strategy, the local economy and the labor market is another way Manpower adds value to its clients' businesses and helps them stay ahead in the world of work. These resources include:
  - **The Manpower Employment Outlook Survey** (released quarterly, attachment 12)
  - **HR Webinars** (hosted monthly, attachment 13)
  - **The Manpower Workforce Report** (released monthly, attachment 14)

## Key Personnel

Manpower's service delivery team for the Commission is comprised of industry veterans, with a combined 186 years of tenure with Manpower and over 200 years of staffing industry experience. This expertise and stability has enabled us to develop a solid track record of servicing organizations with complex and sensitive requirements such as the Commission's.

Contract Attachment No. 6



**Contract Attachment No. 6**

**DARA KAUFTHEIL, Administrative Staffing Specialist**

- **Location:** Manpower Mission Valley office, 2225 Camino del Rio South, Suite E, San Diego, CA 92108
- **Project Responsibilities:**
  - Recruit, assess, interview and place candidates for all of the Commission's office/administrative staffing needs
  - Responsible for ongoing management of office/administrative temporary employees, excluding day-to-day job instructions from the Commission's hiring managers
  - Main point of contact for all client and temporary employee inquiries related to office/administrative staffing
  - Secondary point of contact to Vanessa Reid for all light industrial staffing needs and enquiries
- **Years industry experience:** 6
- **Similar Project Experience:**
  - The San Diego Unified Port District
  - San Diego Association of Governments
  - NASSCO / General Dynamics

**DOLORES ALMENDAREZ, Training Assistant**

- **Location:** Manpower Corporate Office, 1855 First Avenue, Ste. 300, San Diego, CA 92101
- **Project Responsibilities:**
  - Assistant HR and Training Director to deliver training services to residents
  - Work with resident training program graduates on a one-on-one basis to provide job seeker assistance
  - Monitor ongoing employment status of graduates to ensure they obtain and retain employment
  - Work with the commission to identify residents eligible for training and employment with the Commission
- **Years industry experience:** 2
- **Similar Project Experience:**
  - The San Diego Unified Port District
  - San Diego Association of Governments
  - NASSCO / General Dynamics
  - Eagle Global Logistics
  - City of Carlsbad
  - Carwell
  - Community Resource Center

**VANESSA REID, Senior Industrial Staffing Specialist**

- **Location:** Manpower Mission Valley office, 2225 Camino del Rio South, Suite E, San Diego, CA 92108
- **Project Responsibilities:**



## Contract Attachment No. 6

- Recruit, assess, interview and place candidates for all of the Commission's light industrial staffing needs
- Responsible for ongoing management of light industrial temporary employees, excluding day-to-day job instructions from the Commission's hiring managers
- Main point of contact for all client and temporary employee enquiries related to light industrial staffing
- Secondary point of contact to Dara Kauftheil for all office/administrative staffing needs and enquiries
- **Years industry experience:** 12
- **Similar Project Experience:**
  - The San Diego Unified Port District
  - Eagle Global Logistics
  - San Diego Association of Governments
  - NASSCO / General Dynamics

### HEATHER WHITLEY, HR and Training Director

- **Location:** Manpower Corporate Office, 1855 First Avenue, Ste. 300, San Diego, CA 92101
- **Project Responsibilities:**
  - Curriculum design and delivery for all Manpower training programs
  - Oversee job seeker assistance services for training graduates
  - Work with the Commission to ensure training and placement services meet the changing needs of residents
- **Years industry experience:** 15
- **Similar Project Experience:**
  - The San Diego Unified Port District
  - San Diego Association of Governments
  - NASSCO / General Dynamics
  - Eagle Global Logistics
  - City of Carlsbad
  - Carwell
  - Community Resource Center

### TREVOR BLAIR, Business Development Manager

- **Location:** Manpower Mission Valley office, 2225 Camino del Rio South, Suite E, San Diego, CA 92108
- **Project Responsibilities:**
  - Responsible for the RFP process through to project start date
  - Needs assessment for existing client departments
  - Identify new user departments, assess needs and facilitate transition to Manpower's services
  - Additional point of contact
- **Years industry experience :** 7
- **Similar Project Experience:**
  - Rady Chi **Contract Attachment No. 6**
  - The San Diego Unified Port District
  - Commonwealth Bank of Australia

- Australian Taxation Office
- Telstra (formerly Australian Telecom)

**STEVE HAWKSWORTH, Corporate Accounting Manager**

- **Location:** Manpower San Diego Corporate Office, 1855 First Avenue Suite 300, San Diego, CA 92101
- **Project Responsibilities:**
  - Manager of the Payroll and Accounts Receivable departments
  - Oversee all time capture, payment and invoicing systems
  - Assist with the implementation of proposed new technologies outlined in this RFP
- **Years industry experience:** 5
- **Similar Project Experience:**
  - The San Diego Unified Port District
  - University of California, San Diego
  - Carwell
  - San Diego Association of Governments
  - NASSCO / General Dynamics
  - Eagle Global Logistics
  - Cities of Carlsbad, Encinitas, Escondido, Murrieta, Perris, San Diego, Temecula and Vista
  - Community Resource Center
  - NRG Cabrillo Power

**BILL DRENNAN, Area Risk Manager**

- **Location:** Manpower San Marcos Office, 801 W. San Marcos Blvd, San Marcos, CA 92069
- **Project Responsibilities:**
  - Oversee all risk management areas including workers' compensation, unemployment, and state disability
  - Contract compliance officer
  - Facilities and Security Officer
- **Years industry experience:** 21 years
- **Similar Project Experience:**
  - The San Diego Unified Port District
  - San Diego Association of Governments
  - NASSCO / General Dynamics
  - Carwell
  - Eagle Global Logistics
  - City of Carlsbad
  - Community Resource Center
  - NRG Cabrillo Power

**SHERRY BIRD, Regional Director**

- **Location:** Manpower Contract Attachment No. 6 10 del Rio South, Suite E, San Diego, CA 92108 AND Manpower San Marcos Office, 801 W. San Marcos Blvd, San Marcos, CA 92069
- **Project Responsibilities:**

- Responsible for overall project management including recruitment, training, development and compensation of temporary and direct staff
- Implement, monitor and manage the Corporate Service Standards
- Implement, monitor and manage a consistent business development program
- **Years industry experience: 25**
- **Similar Project Experience:**
  - The San Diego Unified Port District
  - San Diego Association of Governments
  - NASSCO / General Dynamics
  - Eagle Global Logistics
  - City of Carlsbad
  - Carwell
  - Community Resource Center
  - NRG Cabrillo Power
  - University of California, San Diego

**PHIL BLAIR**, Executive Officer, Manpower of San Diego

- **Location:** Manpower San Diego Corporate Office, 1855 First Avenue Suite 300, San Diego, CA 92101
- **Project Responsibilities:**
  - Ensure Manpower's organizational capacity to meet the Commission's needs
- **Years industry experience: 30**
- **Similar Project Experience:**
  - The San Diego Unified Port District
  - San Diego Association of Governments
  - NASSCO / General Dynamics
  - Eagle Global Logistics
  - City of Carlsbad
  - Carwell
  - Community Resource Center
  - NRG Cabrillo Power

Testing Resources: fast, convenient and cost effective

16. From time-to-time the Commission may source candidates internally and send them to Manpower for assessment for positions at the Commission. Manpower offers secure, validated online assessments for most Microsoft Office programs. These can be completed in approximately 20-30 minutes from any computer with an internet connection. Upon completion, the results are emailed directly back to Manpower. This would be available to the Commission at no cost and shall not exceed 15 employees per year.

## Legal Initiatives

Per page 8 Section C, Manpower of San Diego was subject to a class action lawsuit in 2004 regarding wage and hour discrepancies for a certain class of employees. This lawsuit was settled in 2005, with the Company denying any wrongdoing.

A wrongful termination lawsuit was brought forth by a former employee in 2008 which was settled out of court for a nominal sum.

## Leveraging Technology

Manpower always looks to leverage technology to facilitate management and cost efficiencies. Based on our global resources, Manpower is able to invest in and develop a range of resources for our clients. We will continue to leverage technology systems to service the Commission. These currently include:

### **Applicant Portal:**

Responsiveness and speed-to-fill are critical performance areas when it comes to filling the Commission's temporary staffing needs. Manpower introduced an online application system two years ago – the result is a faster, more consistent candidate screening and intake process, enabling our team to quickly fill the Commission's staffing requests. The system can be accessed at: <http://applicantportal.manpower-sd.com>.

### **Online Skills Assessments:**

In addition to an online application system, Manpower also offers our candidates online skills assessments. This means we can test most administrative support / clerical candidates to the Commission's requirements before they even enter Manpower's office. As a result, we can dramatically reduce our turnaround time when it comes to filling the Commission's temporary staffing needs, as we are only screening pre-qualified candidates.

### **Online Associate Handbook:**

All Manpower candidates have 24-hour access to Manpower's employment and safety policies and procedures. The Commission's managers are also able to access the same information at [www.manpower-sd.com](http://www.manpower-sd.com). Having this information readily available facilitates adherence to policies and procedures, and reduces employment questions from temporary staff.

### **Electronic invoicing:**

We hope the Commission will elect to take advantage of Manpower's electronic invoicing system. Each hiring manager receives a weekly soft copy invoice via email, with a PDF file containing an image of all time cards and authorized signature.

### **Webtime:**

Another technology feature the Commission might consider implementing is Manpower's Webtime system. Each temporary employee is provided a login and password: at the end of the work week they log onto the system to record their hours. The corresponding hiring manager then receives an email announcing hours are awaiting approval. The manager then logs on to the system and has the option to approve or edit the hours entered. The time is then automatically processed by Manpower's back office system, generating payment and invoicing. Webtime dramatically speeds the payment and invoicing process and nearly eliminates payroll and invoicing errors.

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### **Direct Deposit:**

Bank of America is Manpower's preferred banking partner. Through this relationship, Manpower associates can take advantage of preferred pricing on banking and financial services. Most importantly, this also provides our temporary employees with direct deposit services. Upon approval of a temporary employee's electronic timecard, funds are released directly into the employee's designated bank account. This means our candidates get paid faster, and avoid costly check cashing fees or lost paper paychecks. Manpower pays on a weekly basis.

### **Training and Development Center:**

Manpower's Training and Development Center (TDC) provides more than 2,500 training modules to help our temporary employees enhance their skills and move forward in their careers. The TDC offers:

- Assessments and certification testing preparation
- Mentoring programs to promote networking in a particular field of expertise
- On-the-job performance support tools

Manpower temporary employees assigned to the Commission can use the TDC to enhance their current skills, or build their skills base should the Commission require them to assume additional responsibilities. This offers the Commission additional staffing flexibility. Research has also shown training to be a major factor in employee retention.

### **Direct Source:**

At some point, the Commission may elect to implement Manpower's end-to-end technology solution, DirectSource. This web-based system provides a single portal to take requisitions, manage subcontractors and temporary workers, collect and approve employee time, and provide management reporting. The Commission would be able to control which managers have access to the system as well as the level of access each individual has to the various DirectSource modules. Cost effectiveness and efficiency gains from implementing the system are based on volume and usage patterns. We would be happy to provide more information about the system and its advantages in a subsequent presentation.

### **Environmentally Sustainable Business Practices:**

The Commission has made a commitment to environmentally sustainable business practices by choosing to headquarter itself at Smart Corner, a LEED certified building strategically located at a public transport hub. Similarly, Manpower is working to minimize our environmental impact by leveraging technology. Through our online applicant portal, WebTime electronic timecards, e-invoicing and direct deposit (instead of paper paychecks), Manpower has virtually gone paperless.

### **Transitioning**

The Commission has stated that it does not foresee the need to transition any current temporary employees as part of this contract award. However, should requirements change, Manpower has extensive experience and process controls to ensure the transition process is quick and easy for all parties involved: the customer, the temporary employee and the former staffing provider.

### **Working with the hiring managers**

- Communicate that we understand possible reluctance in working with a new vendor
- Communicate the benefits the new partnership and centralized contact

## Contract Attachment No. 6

- Establish equitable pay and bill rates for all employees working in their department
- Provide consistent quality
- Reduce co-employment risk and liability exposure
- Promote access to all Manpower management tools and reports
- Stress more time to devote to their own core job tasks, as they reduce time spent managing multiple supplier relationships

### Manpower's Role & Responsibilities

- Develop the overall communication plan
- Create end-user presentations to large departments that use staffing
- Evaluate existing current suppliers for consideration as preferred partners
- Act as a responsible employer and ethical business practitioner, thus ensuring that all current employees and existing suppliers will be treated fairly with no disruption of service
- Ensure confidentiality of user requirements
- Guarantee delivery of all staffing needs regardless of supplier
- Proactively manage future order requirements
- Execute a subcontractor agreement that includes flow-through terms from the original agreement

### Key Lessons

Properly scoping the size and specifications of the Commission's temporary staffing needs is critical to the success of any possible VMS program. In this way, Manpower can help mitigate risks including:

- Jeopardized overall integrity of vendor consolidation
- Lack of consistent communication, creating confusion
- Increased costs in mishandled administration and poor order fulfillment
- Lack of ability to enforce compliance
- User frustration and disruption of services
- Incumbent suppliers' resistance, thereby jeopardizing the order fulfillment process and terminating access to previously trained temporary employees

### Benefits of transitioning to a single source model

Transition and consolidation to a single staffing supplier offers numerous financial and efficiency advantages including:

- Consolidated reporting and expense management
- Reduced administrative burden
- Single source invoicing
- Streamlined communication
- Increased accountability
- Volume pricing

### Qualifications, Experience and References

Manpower provides staffing and training solutions across a wide range of skill sets to a number of diverse industries. We have contacted each referee provided below, and received their authorization for the Commission to speak with them as part of this evaluation process. In addition to the case studies below, we have also provided data for sales, skill sets and number of positions filled for each client in attachment 11.

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### 1) San Diego Unified Port District

Manpower has been a staffing partner to The San Diego Unified Port District since 2005. Due to the success of the relationship over the first three years, Manpower was recently selected again through an extensive RFP process as one of only two suppliers to the District. The San Diego Unified Port District has over 300 staff at multiple sites around the County. As a complex public organization, transparency and strict adherence to process is critical. We run a very similar screening process for the District to that outlined for the Commission in this proposal. Each candidate goes through extensive background checks, and a number of similar forms and documentation must also be in place prior to commencement of an assignment. Manpower provides temporary staff across all skill levels to 19 different departments within the organization, as well as diversity data.

Kay Kay Weir	619-686-6322
Management Analyst	<a href="mailto:cweir@portofsandiego.org">cweir@portofsandiego.org</a>
Real Estate Department	
3165 Pacific Highway	
San Diego, CA 92112	

### 2) General Dynamics/NASSCO

Our relationship with NASSCO dates back over 10 years, prior to their acquisition by General Dynamics. We provide light and heavy industrial staff working on the ships in dry dock, as well as at their warehouse facility in Otay Mesa. Manpower also supplies Administrative support personnel, and due to our demonstrated capabilities, has been invited to participate in General Dynamics/NASSCO's first ever RFP process for technical and professional staffing services in early 2009. As a Federal contractor, General Dynamics/NASSCO also requires extensive background and security clearance screening.

Susan Zubiato	619-544-3608
Human Resource Generalist	<a href="mailto:szubiato@nassco.com">szubiato@nassco.com</a>
2798 Harbor Drive	
San Diego, CA 92113	

### 3) San Diego Association of Governments (SANDAG)

SANDAG is another long-term Manpower partner company of over 20 years. Over that time we have provided staff for just about every skill set imaginable, including undercover "shoppers" to conduct service evaluations of the public transport system. In addition to staffing, Manpower also payrolls candidates sourced internally by SANDAG.

Melissa Coffelt	619-699-1955
Human Resource Analyst	<a href="mailto:mcof@sandag.org">mcof@sandag.org</a>
401 B Street, Suite 800	
San Diego, CA 92101	

Contract Attachment No. 6

4) San Diego Workforce Partnership

The San Diego Workforce Partnership was created under a Joint Powers Agreement by the City and County of San Diego. The organization is responsible for managing training and workforce development funds from state and federal governments locally. Our relationship also began in 2005, when Manpower approached the Partnership about creating an innovative new training and job seeker assistance program to assist Hurricane Katrina evacuees and other displaced persons who were relocated to San Diego. The program was such a success that it continues today as part of Manpower's TechReach Training services. Please also see attachments 9 and 10 for more detailed case studies on these programs. Manpower also partners with the SDWP to underwrite and produce the Workforce Report provided in attachment 14. This research is shared with employers and academic institutions across San Diego County every month.

Erika Gallardo  
Manager, Metro Region Career Center  
JobWorks  
4389 Imperial Avenue  
San Diego, CA 92113  
Phone: (619) 266-4200  
erikag@workforce.org

Reg Javier  
Director of Workforce Advancement  
(619) 228-2900  
San Diego Workforce Partnership  
3910 University Avenue  
San Diego, CA 92105  
Reg@workforce.org

Housing Commission:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor:

By:  \_\_\_\_\_

Title: Executive Officer

Date: 02/12/09

Approved as to Form:

By:  \_\_\_\_\_

Charles B. Christensen  
General Counsel  
San Diego Housing Commission

Date: 2/19/09



# SAN DIEGO HOUSING COMMISSION

This is a request for (check all that apply):      Auditors Certificate:       Contract:

## PART I: REQUEST FOR ISSUANCE OF AUDITORS CERTIFICATE / CONTRACT

Vendor / Borrower: Kelly Services      Vendor #: \_\_\_\_\_

Describe Activity: Temporary Employment Agency Services

Fund (required)	OUSA (required)	Program (A/C #)	Sub Class	Project #	Account Number	Budget Year	Project #	Amount (required)
Various	Various				411500	FY09		\$250,000
Total Contract Amount:							\$	250,000
Contract Contingency:							\$	
<b>Total Request:</b>							<b>\$</b>	<b>250,000</b>

- Does this certificate amend or cancel any previously-issued Auditors Certificate or Contract?  
 Yes - I've completed Part II on next page and attached required documentation.  
     A/C # to be canceled: \_\_\_\_\_  
 No

- Will the approval of this Auditors Certificate require a budget revision? (circle one)      NO  
 If "YES", specify action(s) taken: \_\_\_\_\_

- Documents Needed:
  - ⇒ ALL REQUESTS:      Copy of budget page - **highlighting funds being requested**
  - ⇒ Request UNDER \$100,000:      Copy of contract or loan documents (drafts ok)
  - ⇒ Request OVER \$100,000:      Copy of contract or loan documents (drafts ok) PLUS copy of Board Report

Requested by: C. Terry  
 (Director or Higher)

Date: 1/8/09 1/9/09

Issuance of Auditors Certificate / Contract Number: \_\_\_\_\_ AC #: 09-093

Contract Type:      Fixed       Not to Exceed       Contract #: \_\_\_\_\_

I certify that funding for the purpose and amount specified in the attached report is either available at this time or will be available at the time of expenditure and is not otherwise encumbered for any other purpose. Conditions, if any, are noted below.  
 Approved - Board action required within 60 days       Approved - conditions stated below:

Tracked by contract only.

Amerto      1/9/09      Smontague      1/12/09  
 Accountant      Date      Controller or Designee      Date

01-15-09 10:02:09

For Fiscal / Fin Mgmt Use Only:	Initial
Program # Setup (Fin)	<u>mem 1-14-09</u>
Program Budget Tree Updated (Fin)	<u>mem 1-14-09</u>
Budget Journal Entered (Fin)	<u>N/A *</u>
Contract System Updated (Fiscal)	
Board Action Verified (Fiscal)	
Board Report #	Mtg. Date: _____

\* No Budget Journals needed. Invoices will be paid by contract number not to exceed \$250,000.

# SAN DIEGO HOUSING COMMISSION

This is a request for (check all that apply):

Auditors Certificate:  x

Contract:  X

## PART I: REQUEST FOR ISSUANCE OF AUDITORS CERTIFICATE / CONTRACT

Vendor / Borrower: Manpower San Diego Vendor #: \_\_\_\_\_

Describe Activity: Temporary Employment Agency Services

Fund (required)	OUSA (required)	Program (A/C #)	Sub Class	Project #	Account Number	Budget Year	Project #	Amount (required)
Various	Various				411500	FY09		\$250,000
Total Contract Amount:							\$	250,000
Contract Contingency:							\$	
Total Request:							\$	250,000

- Does this certificate amend or cancel any previously-issued Auditors Certificate or Contract?  
 Yes - I've completed Part II on next page and attached required documentation.  
 A/C # to be canceled: \_\_\_\_\_  
 No

- Will the approval of this Auditors Certificate require a budget revision? (circle one) NO  
 If "YES", specify action(s) taken: \_\_\_\_\_

- Documents Needed:
  - ⇒ ALL REQUESTS: Copy of budget page - highlighting funds being requested
  - ⇒ Request UNDER \$100,000: Copy of contract or loan documents (drafts ok)
  - ⇒ Request OVER \$100,000: Copy of contract or loan documents (drafts ok) PLUS copy of Board Report

Requested by: *[Signature]* Date: 1/8/09  
 (Director or Higher) *[Signature]* 1/9/09

**Issuance of Auditors Certificate / Contract Number:** AC #: 09-094

**Contract Type:** Fixed  **Not to Exceed**  **Contract #:** \_\_\_\_\_

I certify that funding for the purpose and amount specified in the attached report is either available at this time or will be available at the time of expenditure and is not otherwise encumbered for any other purpose. Conditions, if any, are noted below.

Approved - Board action required within 60 days  Approved - conditions stated below:  
Tracked by contract only.

---

*[Signature]* 1/9/09 *[Signature]* 1/12/09  
 Accountant Date Controller or Designee Date

01-15-09 P02:09 11

For Fiscal / Fin Mgmt Use Only:	Initial
Program # Setup (Fin)	<i>mlm</i> 1-14-09
Program Budget Tree Updated (Fin)	<i>mlm</i> 1-14-09
Budget Journal Entered (Fin)	N/A *
Contract System Updated (Fiscal)	
Board Action Verified (Fiscal)	
Board Report #	Mtg. Date:

\* No budget journals needed. Invoices will be paid by contract number not to exceed \$250,000.

**San Diego Housing Commission**  
 Background Information Annual Compensation Spreadsheet  
 Housing Assistant  
 Maintenance Technician  
 Office Assistant

**Vendor Totals**

FY08	\$	813,682.80
FY09	\$	387,769.90
<b>FY08 &amp; FY09 Totals</b>	\$	1,201,452.70 *

\*Includes budgeted amounts; salary savings from unfilled positions where temporary employees were used until regular employees were hired.

		Position Title	Hourly	Mark-up	Bill Rate	Total Comp - Annual	
<b>Temporary Staffing Agencies</b>	<b>Kelly Services</b>	Housing Assistant II	\$ 17.62	34.00%	\$ 23.61		\$ 49,108.80
		Maintenance Technician II	\$ 16.00	40.00%	\$ 22.40		\$ 46,592.00
		Office Assistant II	\$ 13.86	34.00%	\$ 18.76		\$ 39,020.80
	<b>Manpower</b>	Housing Assistant II	\$ 17.62	40.00%	\$ 24.66		\$ 51,292.80
		Maintenance Technician II	\$ 16.00	58.80%	\$ 25.28		\$ 52,582.40
		Office Assistant II	\$ 13.86	40.00%	\$ 19.40		\$ 40,352.00

		Hourly	Annual	Benefit Credits	Pension Plan	457 Plan	Total Comp - Annual	
<b>SDHC</b>	<b>Regular Appointment</b>	Housing Assistant II	\$ 17.62	\$ 36,649.60	\$ 7,150.00	\$ 5,130.94	\$ 916.24	\$ 49,846.78
		Maintenance Technician II	\$ 16.00	\$ 33,280.00	\$ 7,150.00	\$ 4,659.20	\$ 832.00	\$ 45,921.20
		Office Assistant II	\$ 13.86	\$ 28,828.80	\$ 7,150.00	\$ 4,036.03	\$ 720.72	\$ 40,735.55