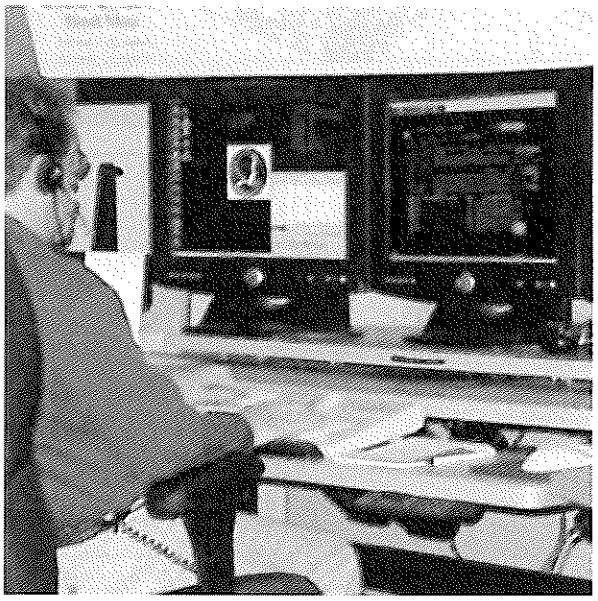
Lexington Fayette Urban County Government



Lexington Fayette Urban County Government

Invitation to Bid #130-2013

TEMPORARY LABOR—E911

Division of Central Purchasing

Lexington, Kentucky

October 28, 2013

Provided by:

PEOPLE PLUS INC
providing staffing solutions

A Certified Woman Owned Business

Lexington Fayette Urban County Government

Division of Central Purchasing

Lexington Kentucky

Horse Capital of the World

INVITATION TO BID #130-2013

Temporary Labor –E911

NOTICE TO BIDDERS

Bid Opening Date: October 28, 2013

Bid Opening Time: 2:00 PM

Address: 200 East Main Street
3rd Floor, Room 338

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Pre Bid Meeting: N/A

Pre Bid Time:

Address:

INVITATION TO BID

Bid Invitation Number: **#130-2013** Date of Issue: **10/14/2013**

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **10/28/2013**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 150 E Main St, Lexington KY 40507

Bid Security Required: ___Yes _X_No Performance Bond Required: _X_Yes __No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

Quantity	Commodity/Service
Price Contract	**Temporary Labor – E911**

Check One:	**Proposed Delivery:**
✓ Bid Specifications Met _____Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	_____days after acceptance of bid.

Procurement Card Usage

✓ Yes
_____ No

The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?

Submitted by: People Plus, Inc
Firm
2551 Richmond Road, Ste 8
Address
Lexington, KY 40509
City, State & Zip

Bid must be signed: (original signature)

- Staffing Manager
Signature of Authorized Company Representative – Title
Kevin Finley
Representative's Name (Typed or printed)
859.246.1400 859.263.0634
Area Code - Phone – Extension *Fax #*
kfinley@peopleplusinc.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Kevin Finley, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Kevin Finley and he/she is the individual submitting the bid or is the authorized representative of

People Plus, Inc,

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Kevin Finley on this the 25 day

of October, 2013.

My Commission expires: August 26, 2016 ID# 473042

Amanda Huddleston

NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes ✓ **No**_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be marked on the face of the envelope:

"Bid on #130-2013 Temporary Labor – E911"

and addressed to: Division of Central Purchasing
200 East Main Street, Room 338
Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

L. A certified /cashier's check or Bid Bond in the amount of **N/A** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been

delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified / cashier's check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.

O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

P. All material furnished hereunder must be in full compliance with OSHA regulations.

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.

R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

The Act further provides:

KRS 45.610. Hiring minorities - Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

(1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and

(2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for **1** year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional **3-1** year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.

B. Price Changes **(Space Checked Applies)**

(XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After the first 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

() 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

() 3. Procurement Level Contract

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.

6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened

against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

10/25/13
Date

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

People Plus, Inc
Name of Business

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond, Certified Check or Cashier's Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of $10,000 for the services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified / cashier's check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified / cashier's check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than $50,000 will not require a 5% bid security or a performance and payment bond.

WORKFORCE ANALYSIS FORM

Name of Organization: People Plus, Inc **Date:** 10 / 25 / 2013

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical		1	6			1	5			2	11
Skilled Craft		20	14		1	9	13			29	28
Service/Maintenance											
Total:		21	20		1	10	18			31	39

Prepared by: Katrina Hatchett, Staffing Coordinator
Name & Title

DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
   a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is

certified as being at least 51% owned and operated by one or more Non-Minority Females.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.

4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids <u>written documentation</u> of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications

or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as

unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

> *"A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises…"*

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (https://lfucg.economicengine.com)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cvcky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 130 - 2013

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. People Plus, Inc 2551 Richmond Rd Lexington, KY	Staffing Services		100%
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

People Plus, Inc
Company

Company Representative

10/25/2013
Date

Staffing Manager
Title

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference #_____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars $$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

_____ Company

_____ Company Representative

_____ Date

_____ Title

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote #_____

Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract #	Work Period/ From: To:
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company Company Representative

_____ _____

Date Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 130-2013

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

_____ Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may

result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

People Plus, Inc	
Company	**Company Representative**
10/25/2013	Staffing Manager
Date	**Title**

Lexington-Fayette Urban County Government
Division of E911
Temporary Labor – E911

The Lexington-Fayette Urban County Government is accepting bids to establish a price contract for the Division of E911 to provide candidates to fulfill responsibilities of a Telecommunicator, (aka 9-1-1 call taker) and Telecommunicator Senior (aka 9-1-1 Dispatcher). Candidates will be compensated based on prior experience with minimum rates of $14.00 / hr for Telecommunicator and $15.00 for Telecommunicator Sr.

The vendor must provide candidates capable of performing the duties as outlined in the attached Telecommunicator and Telecommunicator Sr job descriptions.

The vendor must provide candidates that are currently certified or were certified within the past two calendar years as a Telecommuncator by the Kentucky Law Enforcement Council's Department of Criminal Justice Training.

Upon LFUCG request, a 10 Panel Drug Screen administered in an outside lab as well as a Kentucky state background check will be performed without additional cost to LFUCG.

The vendor must provide:

- The vendor will be responsible for supplying workers who are physically capable of working an 8, 10 or 12 hour work day.
- Workers will coordinate weekly assignments with a LFUCG Telecommunicator Supervisor.
- Workers will need to provide their own transportation to and from the work site at 150 E Main Street.
- The Division of E911 will review all applicant documentation before clearing a candidate for an individual interview by the Division. LFUCG reserves the right to reject any candidate provided, for any reason.
- The Lexington-Fayette Urban County Government will issue payment on a bi-weekly basis subsequent to submission of an invoice accompanied by documentation of services.
- The vendor must provide worker's compensation coverage and liability coverage as described in the Lexington-Fayette Urban County Government's "Risk Management Insurance Provisions".
- The agency is responsible for all recruitment, screening, hiring, and retention of employees
- The LFUCG has established an Alcohol and Drug Free Workplace Policy (CAO Policy #7) and shall require the Agency to have, or enact their own Alcohol and Drug Fee Workplace Policy of equal standards. If the Agency doesn't have an established policy, they may obtain a copy of the LFUCG's policy upon request. Bidders must provide a copy of their alcohol and drug workplace policy with their bid.
- The LFUCG has established a Policy & Procedure for Harassment Complaints (CAO Policy #5R) and shall require the Agency to have, or enact their own policy for Harassment Complaints of equal standards. If the Agency doesn't have an established policy, they may obtain a copy of the LFUCG's policy upon request. Bidders must provide a copy of their harassment complaints policy with their bid.

- Government facilities often provide services to or for the benefit of minors. No employee or agent of the Agency shall interact in any way with any minor clients of any facility beyond what would be required in the course of fulfilling the duties required under this agreement. Any personal contact or non-professional interaction with a minor shall be cause to ban such employee or agent from working at the facility. In that event, LFUCG shall notify the Agency in writing that the employee or agent involved will no longer be allowed access to the facility and the required services must be provided through a different employee or agent.

- No employee or agent of the Agency shall take or make use of LFUCG material or information which is classified or non-classified.

- Any property of the LFUCG and/or its employees removed by employees of the Agency without advance consent shall be considered theft.

- Bidders must provide a copy of any agreement that must be executed as part of this contract with their bid.

PRICING:

Temporary Staff discovered by Vendor:

- **Telecommunicator / E911 Call Taker** **Mark up Rate:** 33 %

- **Telecommunicator Sr / E911 Dispatcher** **Mark-up Rate:** 33 %

Temporary Staff referred to Vendor by LFUCG:

- **Telecommunicator / E911 Call Taker** **Mark up Rate:** 27 %

- **Telecommunicator Sr / E911 Dispatcher** **Mark-up Rate:** 27 %

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against

claims for injuries to persons or damages to property which may arise from or in connection with the provision of equipment or goods or the performance of the work or services hereunder by Vendor. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

a. Latest audited financial statement, including auditor's notes.

b. Any records of any self-insured trust fund plan or policy and related accounting statements.

c. Actuarial funding reports or retained losses.

d. Risk Management Manual or a description of the self-insurance and risk management program.

e. A claim loss run summary for the previous five (5) years.

f. Self-Insured Associations will be considered.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

00411079

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: #**130-2013**

Date: October 18, 2013

Subject: **Temporary Labor for E911**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid:

How many persons are involved in Supplier referral and how many will be involved in roll over positions?
ANSWER: There are currently up to 8 temporary employees utilized in the 911 center.
Full Telecommunicator Certification (certified within the past 2 years) is required by all personnel that handles 911 calls. The part-time temp employees assigned to the Division of Enhanced 911 via staffing agency must maintain their certification by participating in ongoing in-service training. Thus, the part-time temp positions are typically filled by ex-LFUCG employees that needed to reduce their work hours below 40 per week.

What is your current pay rate for the current employees (by position)?
ANSWER:
Calltakers (Telecommunicator) current pay rate = $16.50/hr
Dispatchers (Telecommunicator Sr) current pay rate = $18.00/hr
(Temp employees are paid on a biweekly basis that coincides with LFUCG's payroll cycle)

Do you have job descriptions and can you share them with bidders?
ANSWER: See attached.

When are you looking to start?
ANSWER: between November 11 to December 1, depending on when the bid is approved by Council.

Todd Slatin

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your RFP.

COMPANY: People Plus, Inc

ADDRESS: 2551 Richmond Rd, Ste 8, Lexington KY 40509

SIGNATURE OF PROPOSER:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Class Title: TELECOMMUNICATOR SENIOR

Class Code: 906

Reports To: Telecommunicator Supervisor

Grade: 113N

Supervision Exercised: None

EEO: 3

Occupational Category: Public Safety Series

Date Established: 6/24/96
Date Last Revised: 06/26/06

General Function: [Statement does not necessarily delineate all the concepts (scope and depth of assigned duties and responsibilities) of the position classification.]

Performs public safety communications and dispatch work of considerable difficulty in operating two-way radios, telephone systems, police and fire alarm systems and teletype equipment as well as computer terminal equipment.

Essential Functions: (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be performed.)

Public Contact:

Assigns proper units to calls utilizing a computer aided dispatch system; maintains active dispatch card; saves dispatch cards for data processing; and tabulates dispatch cards for shift.
Maintains constant contact with the other console dispatchers with respect to calls, availability of units, units responding, etc.
Broadcasts information to all units regarding major crimes, wanted persons, wanted vehicles, weather and street conditions, hydrant conditions and alarm tests.
Notifies various agencies of needs of their services such as wreckers, emergency medical services, humane society, etc.
Serves as complaints desk operator, answering incoming calls from the public, both emergency and non-emergency.
Monitors committed unit status for officer safety.
Performs duties of Communications Officer when required.

Machine Operation:

Operates a base radio and switchboard and receives and dispatches incoming calls for police or fire divisions.
Operates computer terminal equipment entering data as relayed via telephone and two-way radio, informational channel console, audio playback/recording devices, TDD and other standard communications equipment.
Tests municipal alarm circuits, private alarm systems and fire phone to each station daily and records results.
Operates and tests civil defense radio.

Monitoring:

Monitors an alarm panel including private company alarm systems and availability status of all on-duty units.
Checks fire hydrant conditions with Water Company and notifies companies of hydrants out of service.
Monitors out-of-town ambulances to provide assistance as needed.

Miscellaneous:

Reads, understands and interprets a map of Fayette County, locating places needed quickly and efficiently.
Records disposition of each call as given by an officer.
May be required to perform typing/data entry.
When assigned, trains other employees regarding incumbent's job tasks and duties.
May be assigned to perform duties of higher or lower level classifications in this or related class series and/or perform duties on a temporary or acting basis in accordance with Ordinances 21-15 and 21-16 and/or act as a lead worker.
Responsible for knowing and complying with all UCG and division safety rules and for attending safety meetings.
Performs other related duties as required.

Physical Demands and Working Conditions:

Physical demands include constant attention and alertness.
Must have the strength and agility to allow the employee to perform job duties which would be found at the level of sedentary work (i.e. exerting up to 10 pounds of force) as defined in the PAQ.
Working conditions include regular exposure to varying temperatures, video display terminals, and occasional fumes.

Telecommunicator Senior (Continued)

Class Requirements:

Education, Training and Experience:

Completion of a high school education or GED plus eighteen (18) months of vocational training and one (1) year of communications dispatch experience in the public or private sector, or six (6) months of experience as a LFUCG Communications Officer or has successfully passed the Communications Officer Sr.-Apprentice program; or equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

Additional Licenses/Certifications/Registrations/Accreditations:

Must complete prescribed courses in telecommunications, LINK/NCIC and other related certifications as deemed necessary by the Department of Public Safety and KRS.

Must be able to pass the PERFEX and data entry exam.

Knowledge, Skills and Abilities:

Considerable knowledge of the proper methods of operating base radios, switchboards, alarms, computer terminals, teletypes and other safety communications equipment.

Good knowledge of:

- the local streets and areas, including geographical layout of operating districts and associated public safety problems;
- public safety department organization, policies, operating procedures and methods.

Ability to:

- operate complicated radio communications systems and computer terminal equipment under stress and with accuracy; and in a calm and efficient manner;
- train other employees in the methods and techniques of operating public safety communications equipment;
- understand and follow moderately complex oral instructions and remain calm and effective under heavy workload situations;
- answer calls with a clear well-modulated and pleasant voice and to use good grammatical construction in choice of words;
- establish and maintain effective working relationships with public safety officials, law enforcement agencies, other government officials and the general public;
- write legibly using proper grammar and spelling;
- react quickly in the prompt placing and receiving of calls;
- perform typing/data entry.

Special Requirements:

Must be able to work shifts, weekends, and holidays and the ability to rotate shift and days off assignments.

In accordance with KRS 15.540, all positions employed to dispatch law enforcement units by means of radio communication or to operate teleprocessing equipment associated with law information network of Kentucky must meet the following qualifications to be eligible for employment consideration: 1) are citizens of the United States and have reached the age of majority (18 years old); 2) hold a high school diploma or its equivalent; 3) have not been convicted of a felony or other crimes involving moral turpitude as determined by submission of each applicants fingerprints to the Information Systems Section of the Department of State Police and the Federal Bureau of Investigation Identification Division, and by such other investigations as required by the Lexington-Fayette Urban County Government; and 4) are free of any physical, emotional or mental conditions which might adversely affect their employment performance.

Subject to a polygraph and an extensive background check prior to employment and/or after employment.

Subject to random drug testing after employment.

Must be able to operate Urban County Government equipment and vehicles in a safe, prudent and responsible manner.

All positions require drug testing before employment and will require a pre-employment physical as stated in Ordinances 21-14(b) and 23-16.

Pursuant to the Drug Free Workplace Act of 1988 and to sections 21-52, 22-34 and 23-50 of the Code of Ordinances, all employees must remain drug and alcohol free when reporting to work, while at work and while engaged in any work related activities.

Must be able to pass the PREFEX and data entry examination.

The intent of this class description is to provide a representative summary of the types of duties and responsibilities that will be required of classifications given this title and shall not be construed as a declaration of the specific duties and responsibilities of any particular position. Employees may be required to perform job-related tasks other than those specifically presented in this class description.

This job classification was formerly titled: COMMUNICATIONS OFFICER II and COMMUNICATIONS OFFICER SENIOR.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Class Title: TELECOMMUNICATOR

Class Code: 905

Reports To: Telecommunicator Supervisor

Grade: 111N

Supervision Exercised: None

EEO: 3

Occupational Category: Public Safety Series

Date Established: 6/24/1996
Date Last Revised: 06/26/06

General Function: [Statement does not necessarily delineate all the concepts (scope and depth of assigned duties and responsibilities) of the position classification.]

Performs communications system operations of moderate difficulty in operating two-way radios, telephone systems, police computer terminal equipment systems and teletype equipment.

Essential Functions: (Any one position may not include all the duties listed nor do the listed examples include all tasks which may be performed.)

Public Contact:
Answers the phone and takes complaints, emergency and non-emergency calls and completes a dispatch card indicating the type of incident and the priority.
Calls wreckers, emergency care units, ambulances, Division of Traffic Engineering, Division of Streets and Roads and other departments when needed.
Gives general information and directions to the general public.
Calls judges after court hours to arrange for police officers to obtain warrants.
Serves as police desk operator.

Machine Operation:
Maintains and operates the NCIC teletype terminal which provides information and link with law enforcement agencies throughout the nation.
Operates computer terminal equipment entering data as relayed via telephone, informational channel console, audio playback/recording devices, TDD and other standard communications equipment.
Relieves dispatchers and switchboard operators on their breaks, lunch hours and vacations.

Reporting:
Maintains internal files relative to important information, such as teletype correspondence, business emergency locator cards, auto larceny records, officers' home phone numbers and other information.
Codes the location of calls received by the Division of Police to enter into a computer.

Miscellaneous:
Reads, understands and interprets a map of Fayette County, locating places needed quickly and efficiently.
May be required to perform typing/data entry.
When assigned, trains other employees regarding incumbent's job tasks and duties.
May be assigned to perform duties of higher or lower level classifications in this or related class series and/or perform duties on a temporary or acting basis in accordance with Ordinances 21-15 and 21-16 and/or act as a lead worker.
Responsible for knowing and complying with all UCG and division safety rules and for attending safety meetings.
Performs other related duties as required.

Physical Demands and Working Conditions:

Physical demands include constant attention and alertness.
Must have the physical agility to allow the employee to perform job duties which would be found at the level of sedentary work (i.e. exerting up to 10 pounds of force) as defined in the PAQ.
Working conditions include regular exposure to varying temperatures, video display terminals, and occasional fumes.

Telecommunicator (Continued)

Class Requirements:

Education, Training and Experience:

Completion of a high school education or GED and thirteen (13) months of vocational training and one (1) year of experience in the public or private sector as a call taker for a communications unit, or has successfully passed the Communications Officer-Apprentice program; or equivalent combination of experience and training which provides the required knowledge, skills and abilities.

Additional Licenses/Certifications/Registrations/Accreditations:

Must complete prescribed courses in telecommunications, LINK/NCIC and other related certifications as deemed necessary by the Department of Public Safety and KRS.

Must be able to pass the PERFEX examination.

Knowledge, Skills and Abilities:

Some knowledge of:

- local streets and areas, including geographical layout of operating districts and associated public safety problems;
- public safety department organizations, policies, operating procedures and methods.

Ability to:

- operate base radio and computer terminal equipment and to perform routine clerical work;
- understand and follow moderately complex oral instructions;
- remain calm and efficient under heavy workload and emergency situations;
- answer calls with a clear, well-modulated and pleasant voice and to use good grammatical construction in choice of words;
- establish and maintain effective working relationships with public safety officials, law enforcement agencies, other government officials and the general public;
- write legibly, using proper grammar and spelling;
- perform typing/data entry.

Special Requirements:

Must be able to work shifts, weekends, and holidays and the ability to rotate shift and days off assignments.

In accordance with KRS 15.540, all positions employed to dispatch law enforcement units by means of radio communication or to operate teleprocessing equipment associated with law information network of Kentucky must meet the following qualifications to be eligible for employment consideration: 1) are citizens of the United States and have reached the age of majority; 2) hold a high school diploma or its equivalent; 3) have not been convicted of a felony or other crimes involving moral turpitude as determined by submission of each applicants fingerprints to the Information Systems Section of the Department of State Police and the Federal Bureau of Investigation Identification Division, and by such other investigations as required by the Lexington-Fayette Urban County Government; and 4) are free of any physical, emotional or mental conditions which might adversely affect their employment performance.

Subject to a polygraph and an extensive background check prior to employment and/or after employment.

Subject to random drug testing after employment.

Must be able to operate Urban County Government equipment and vehicles in a safe, prudent and responsible manner.

All positions require drug testing before employment and will require a pre-employment physical as stated in Ordinances 21-14(b) and 23-16.

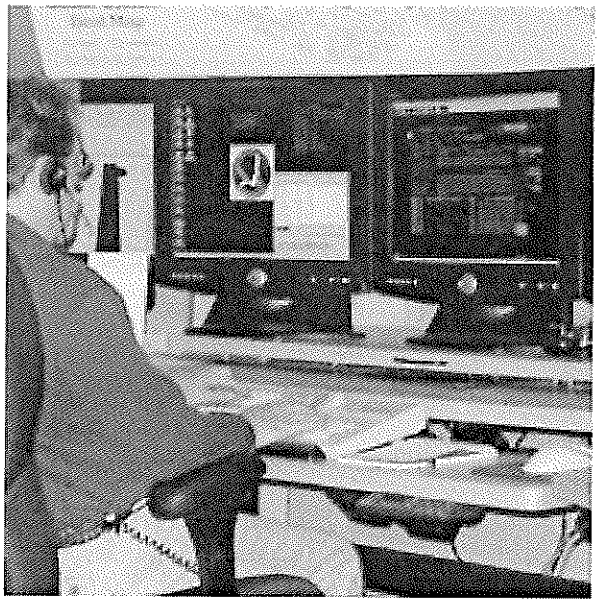
Pursuant to the Drug Free Workplace Act of 1988 and to sections 21-52, 22-34 and 23-50 of the Code of Ordinances, all employees must remain drug and alcohol free when reporting to work, while at work and while engaged in any work related activities.

Must be able to pass the PREFEX examination.

The intent of this class description is to provide a representative summary of the types of duties and responsibilities that will be required of classifications given this title and shall not be construed as a declaration of the specific duties and responsibilities of any particular position. Employees may be required to perform job-related tasks other than those specifically presented in this job description.

This job classification was formerly titled: COMMUNICATIONS OFFICER I and COMMUNICATIONS OFFICER.

Lexington Fayette Urban County Government



Lexington Fayette Urban County Government

Additional Information for

Invitation to Bid #130-2013

TEMPORARY LABOR—E911

Division of Central Purchasing

Lexington, Kentucky

October 28, 2013

Provided by:

PEOPLE PLUS INC
providing staffing solutions®

A Certified Woman Owned Business

People Plus, Inc.

People Plus, Inc. is pleased to respond to your Invitation to Bid for providing Temporary Labor for E911 within Lexington, KY. We have enjoyed our recent partnership with LFUCG and hope to continue the partnership for many years to come.

Everyone at People Plus, Inc. knows that our success is dependent on the success of our clients. To achieve this goal, we know that we must provide value (excellent service at competitive prices). We achieve value through continual staff training and investment in technology.

People Plus, Inc. provides world-class services with the flexibility and service of a local business. Performance in our business is difficult (if not impossible) to measure and even more difficult to prove. However, the satisfaction level of our clients remains high and that is the best measure of any business. We look forward to continuing a long and mutually successful relationship with Lexington Fayette Urban County Government.

Company Overview

Since 1988, People Plus has been providing workforce solutions to business and industry of Kentucky. We have been providing high level candidates in positions for administrative assistants to IT professionals to warehouse associates. We started with our first location in Madisonville and have grown to 7 locations throughout the Commonwealth of Kentucky over the past 25 years. Our growth strategy has stayed the same;

> Since our beginning, People Plus has been very involved in industry organizations such as the American Staffing Association (ASA), TempNet (an organization for independent staffing firms) and ANSERTeam. We are also members of the Kentucky Chamber, Kentucky Association of Manufacturers (KAM), and local chambers of commerce. People Plus also recognizes the importance of giving back to our communities. We are actively involved with the American Red Cross, Junior Achievement, Rotary Club and local organizations within each area of service. All of the People Plus executive staff serve on a board of directors for a non-profit organization.

People Plus is a family owned, woman owned, Kentucky business. Ron and Alice Sanders along with their two daughters, Amy Sanderson and Amanda Huddleston, own and manage People Plus. We are proud of the roots we have in the Staffing Business and in the future of Kentucky.

Offices in the following Kentucky cities:

* Madisonville
* Louisville
* Princeton
* Henderson
* Central City
* Calvert City
* Lexington

People Plus Awards and Certifications:

* Certified Woman Owned Business by WBENC (Attachment A)
* Certified under the National Safety Council through our Workers Compensation Insurance program
* All coordinators working on the LFUCG account will be a Certified Staffing Professional (CSP) which is awarded and accredited by the American Staffing Association
* EEO Compliant Company with Commonwealth of Kentucky

Organization Chart

PEOPLE PLUS INC
providing staffing solutions©

President—Amy R. Sanderson, CSP

19 years with People Plus, Inc., responsible for all financials, daily office operations, workers compensation and insurance. Alumni of University of Louisville and Murray State University (Degreed in Accounting and Finance). Past President of Madisonville Chamber of Commerce. Located in the Madisonville, Kentucky office.

Vice President—Amanda S. Huddleston, CSP

9 years with People Plus Inc. Currently supports all front office activity, training and development and manages Lexington/ Louisville operations. Alumni of University of Kentucky and Eastern Kentucky University (Degreed in Communications). 2013 President-Elect for Bluegrass Society of Human Resource Management. Located in our Lexington, Kentucky office.

Executive Vice President—Ron Sanders, CSP

24 years with People Plus, Inc (Founder), Alumni of Memphis State University. Previous Kentucky Chamber Board Member. Highly experienced in negotiations, business law and workers compensation. Currently serves as a liaison for a variety of company needs.

Safety Consultant—Brian Davis

New to People Plus, Inc., Brian brings over 20 years of Safety experience from the United States Marine Corp. He handles our accident prevention program, workers compensation along with site safety evaluations. He is a value added asset to our clients for safety concerns such as Ergonomics and Accident Prevention.

Our Lexington - People Plus office is staffed by the following:

Kevin Finley, CSP—Staffing Manager

Katrina Hatchett, CSP—Staffing Coordinator / Recruiter

Mary Koch, CSP—Staffing Coordinator / Recruiter

Val Woodson—Receptionist

We currently have a full-time staff of 28 on the People Plus Team

Pre-employment Screening

Recruiting & Interviewing

All candidates are recruited through a variety of resources including: online job boards, websites, college/ technical schools, onsite job fairs, social media, local print media and employee referrals. Each candidate is required to make an appointment for their interview; *we do not accept walk-ins*. We will set up an appointment for a walk-in candidate, but we want to make sure they arrive on-time and prepared for their appointment. All candidates are requested to fill out our online application. Work history, availability, interests and skills are reviewed and questioned during the interview process.

Education and Previous Work History

It is a requirement of People Plus to provide proof of education from the candidate upon interview. We required High School Diploma or GED, at a minimum. When available, previous work history is verified to ensure accuracy, honesty and skill set of the employee.

Skill Assessments

Candidates claiming to have specific skill sets are validated through our testing/training software, Kenexa ProveIt! With over 700 assessments available, we are able to determine skill set in multiple areas. We ask each client determine the appropriate assessments for the job task.

"...we have had a staffing partnership for five years now, and we can always rely on you to meet our staffing needs in a timely manner with quality individuals. In fact, nearly half of the individuals that we have hired into full-time positions over the last two years began their employment as temporary workers through your company." LaSenna Powell, Human Resource Manager, Rexam

Policies & Procedures

Employee Policies

Attachment B in this proposal you will find copies of all our employment policies (including Substance Abuse and Harassment) for the Associates of People Plus, Inc.

People Plus, Inc. is a Drug-Free work zone. All associates of People Plus receive a minimum of a 5-panel drug screen prior to placement on an assignment whether our client requires it or not.

Criminal Background checks are performed on all associates placed and placement is determine by the specific client background requirements. Our background checks search the past 10 years and are based upon previous addresses. We can also process credit checks as needed. Our drug screen results are instant and our criminal results are typically back within 24-48 hours. We will screen employees for the following:

- 10-Panel Urine Drug Screen, outside lab
- 10 Year Felony/Misdemeanor Check; Sex Offender Registry and SSN Trace and Validation
- Employment Reference Check

All LFUCG candidates will receive a statewide criminal background check and 10-panel urine drug screen. We base our background criteria from the criteria required of LFUCG. Any crimes discovered will be discussed prior to job placement.

"People Plus is an excellent staffing agency. If they say they will do something – they do it! It was a very positive experience for me." Mikki Davidson (employee)

Testing & Training

Recruit and Retain people is what we do.

We are successful because we believe

"Every Person Counts!"

Orientation & Training Process for all newly hired associates of People Plus (Attachment C for Orientation Checklist):

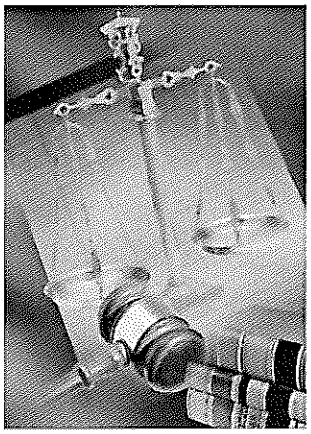
* Safety Video and Training including safety policies and accident procedures
* Client specific training videos, if needed
* Software training on programs such as Microsoft Word, Excel and PowerPoint
* Policy review and training on Violence in the Workplace, Harassment and Standards of Conduct
* Discussion on Benefits, Bonus Opportunities and training provided

Benefits Offered:

* Mini-medical Health Insurance (including Dental, Vision, Life) ** Insurance changes will take place in September 2014 due to the Affordable Care Act. Due to the required changes, pricing may also need to be reviewed at that time.
* Holiday Pay (after 1000 hours)
* Vacation Pay (after 2000 hours)
* Direct Deposit available immediately
* Free Computer Training
* Job Counseling / Resume Review
* Weekly Pay Periods
* Electronic Timekeeping
* Referral Bonus and Safety Incentives

"I've worked with several staffing agencies and never had such a caring, one-on-one experience. Thank you for helping me find a promising future!" Lilly Sullivan (employee)

Certifications & Insurance



All staff working on the Lexington Fayette Urban County Government account will be Certified Staffing Professionals through ASA (American Staffing Association). Each CSP is trained and tested on employment law, state specific law and federal law while having to continually attain Continuing Education credits to maintain their CSP status.

People Plus also handles all Worker's Compensation reporting for our employees. We provide a very thorough investigation process and work closely with our clients to help ensure corrective action.

We also maintain current Worker's Compensation and General Liability Insurance. Requested certificates will be provided upon awarded contract.

"The Direct Hire program at People Plus has been instrumental in recruiting, providing background checks, interviewing and pre-screening candidates to provide us with the best candidates for open positions in our Company. It has a pleasure to work with the staff at People Plus."

Barbara Martin, Executive Assistant & HR Manager, Hibbs Electromechanical, Inc.

References

Credit Solutions, LLC 2010-Present

Lexington, KY

Collectors & Customer Service / 5 employees

Temp-to-Hire Positions

859-273-2477

Central Bank & Trust Co. 2006-Present

Lexington, KY

Customer Service & Receptionist / 1-3 employees

Long Term / Temp-to-Hire Positions

859-253-8147

Big Ass Fans 2005-Present

Lexington, KY

Production Associates / Accounting / Marketing - 35 employees

Long Term / Temp-to-Hire Positions

859-625-6225

CLARK Material Handling 2005-Present

Lexington, KY

Production Associates / Material Handlers / Administration / Accounting

Long Term / Temp-to-Hire Positions / Project Work

859-422-6400

Next Step

Implementation Plan:

As soon as People Plus is awarded notification, we will be ready to begin providing staffing solutions for the E911 Division of LFUCG. When available, we prefer the opportunity to visit various sites to better understand culture, environment and supervisor preferences.

For all clients, we do an initial evaluation of safety procedures and processes in place so we may prepare our assigned staff with safety instructions and regulations. Our Safety Director is a valuable resource to our clients for current safety information and suggestions.

The required agreements for our services are attached to this proposal (attachment D).

We are ready to be your #1 resource for workforce solutions and we truly hope to continue our

partnership with LFUCG.

Thank you for your time and attention.

PEOPLE PLUS INC.
providing staffing solutions®

ATTACHMENT A

Women-Owned Business Certification

WBENC Women's Business Enterprise National Council

hereby grants

National Women's Business Enterprise Certification

to

PEOPLE PLUS, INC.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Ohio River Valley - Women's Business Council, a WBENC Regional Partner Organization.

Expiration Date: 02/23/2014
WBENC National Certificate Number: 237343

Authorized by Rea N. Waldon, Ph.D., Executive Director
Ohio River Valley Women's Business Council

ORV-WBC
Ohio River Valley Women's Business Council

NAICS Codes: 561320

UNSPSC Codes: 80111600

ATTACHMENT B

People Plus Policies

PERSONNEL POLICY

1. Once you have accepted an assignment you are expected to fulfill that assignment as contracted. The only excused absences allowed are illness or emergencies. You must contact PEOPLE PLUS, INC. immediately so we can arrange for a replacement. After business hours, please leave a message on the answering machine and then immediately contact the supervisor at your assignment.

2. If you walk off an assignment, do not report for an assignment or forge/falsify information on your timecard, you will be paid minimum wage for all hours worked in your last pay period. Should you "no show" an assignment, you will not be considered for future assignments and you will have voluntarily quit PEOPLE PLUS, INC.

3. Employees of PEOPLE PLUS, INC. are prohibited from consumption of alcohol or being under the influence of alcohol or illegal drugs while on company time as set forth in People Plus' Substance Abuse Policy. Employees of People Plus, who refuse to submit to drug testing, test positive or admit to substance abuse, will be subject to termination.

4. **Payday is Friday**. The pay period is from Saturday morning through Friday. Your time sheet must be signed by your job supervisor and submitted to PEOPLE PLUS, INC. office by the following Monday. **Your time card is your responsibility!**

5. Hiring Policy - Your signature on this form and acceptance of an assignment with one of our clients restricts your right to seek employment directly with our client. **Remember you are a PEOPLE PLUS, INC. employee**. Our client may choose to hire you directly, however, the client must obtain a PEOPLE PLUS, INC approval. Your failure to observe this policy will result in your dismissal from the agency with "unsatisfactory" ratings for future references.

6. It is the policy of PEOPLE PLUS, INC. that there be no discrimination against any employee or applicant. In accordance with that policy, PEOPLE PLUS will not tolerate harassment by, or directed toward, any of its employees. Harassment is a violation of the company work rules. PEOPLE PLUS, INC considers harassment to be a serious misconduct, which may result in the termination of the offender. A harassment complaint must be reported to your PEOPLE PLUS, INC coordinator or manager immediately.

7. Paid Holiday - All PEOPLE PLUS, INC employees having worked 1,000 total hours, with 500 hours in the previous six months, shall be entitled to 8 hours of regular pay for holiday pay for New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. To qualify for a particular holiday pay, the employee must work the work day before and the work day following the holiday. The employee must keep his or her own records of hours worked (by keeping all copies of time sheets) and informing PEOPLE PLUS, INC. that he or she is now entitled to holiday pay.

8. Paid Vacations - All PEOPLE PLUS, INC employees having worked 2,000 hours in the past 15 months shall be entitled to 40 hours of regular pay for vacation pay; thereafter, employee shall be entitled to 8 hours of regular pay after each 400 hours worked. The employee must keep his or her own records of hours worked (by keeping all copies of time sheets) and informing PEOPLE PLUS, INC. that he or she is now entitled to vacation pay.

9. I have read (or had read to me) the company Safety Briefing sheet. I acknowledge that I understand the General Safety Rules and Substance Abuse Policy and I agree to follow them. When in doubt concerning safe job performance, I will speak to my immediate supervisor and advise PEOPLE PLUS if my safety concerns are not satisfied. **If I am injured on the job, I will immediately notify my supervisor and PEOPLE PLUS, INC.**

10. I agree that I am an employee of PEOPLE PLUS, INC under supervision of the client company and I may accept or decline assignments offered to me. I may decline assignments or ask to be replaced on assignments that I feel are dangerous or hazardous to my health. I agree benefits payable under the Kentucky Workers' Compensation Act are my exclusive remedy from PEOPLE PLUS, INC. and the client company for any injury that may occur during my employment. I waive the right to file a tort claim against either PEOPLE PLUS, INC. or the client company for any work-related injuries I may sustain during the course of employment.

Equal Opportunity Employment

People Plus, Inc. selects individuals for employment on the basis of individual merit and the needs of the Company with the overall goal of obtaining those individuals best qualified to fill positions. It is the policy of People Plus, Inc., in accordance with federal, state and local laws, not to discriminate against applicants for employment, or employees, on the basis of race, color, religion, national origin, age, sex, pregnancy or related conditions, family/marital status, genetic information or disability. All employees are recruited, hired, trained, and promoted without regard to the above attributes. Employees are not discriminated against because of any protected characteristic, with respect to any term, condition, or privilege of employment.

The Company will provide reasonable accommodation as required by the Americans with Disabilities Act ("ADA") or the state civil rights acts for qualified individuals, provided the applicant or employee advises the Company of the need for an accommodation. Finally, the Company prohibits the harassment of any individual for any reason on any of the principles listed above, including any other characteristic established as "protected" by law.

Complaints of suspected discrimination are taken very seriously, and will be promptly investigated. In addition, retaliation against any employee because of a report under this policy or because a employee has participated in an investigation under this policy is strictly prohibited and will not be tolerated. Employees are **required** to immediately report discrimination or retaliation experienced, witnessed or suspected to have occurred to their People Plus coordinator or Manager. For more information about how to report a discrimination complaint and/or an employee's obligations with respect to reporting suspected discrimination, see Policy Against Harassment below.

ATTACHMENT B (Continued)

People Plus Policies

WORKPLACE VIOLENCE AND WEAPONS PROHIBITION

Our most fundamental concern is the safety of our employees in the workplace. The purpose of this policy is to minimize the risk of personal injury to employees at work and damage to Company property.

Threats, threatening language, or any other acts of aggression or violence towards or by any Company employee will not be tolerated. For purposes of this policy, a threat, includes but is not limited to, any verbal or physical harassment, attempts at intimidation or to instill fear in others, menacing gestures, hazing, flashing of concealed weapons, stalking, verbal or physical abuse, or other hostile, aggressive, injurious, or destructive actions undertaken for the purpose of intimidation or domination.

In addition, the Company prohibits possession of weapons by employees or customers of any kind inside its premises. Any employee who becomes aware of an individual on Company property in possession of a weapon is **required** to immediately report it to a supervisor or other management personnel, as noted below.

All potentially dangerous situations including threats should be reported immediately to a Coordinator or Manager. Reports of threats may be made anonymously on the Company's confidential Compliance Line: _888-825-1500_. Reports will be investigated promptly. Your report will be kept confidential to the extent possible. Any person found to have violated this policy may be subject to disciplinary action, up to and including termination. Further, disciplinary action, up to and including termination, may also be taken against anyone who knowingly makes a false or malicious report under this policy.

POLICY AGAINST HARASSMENT

People Plus, Inc. strives to maintain a harassment-free work environment. It is the Company's policy that any form of harassment on the basis of race, color, religion, national origin, sex, age, marital or familial status, disability, genetic information, or any other characteristic protected by law, will not be tolerated in the workplace. Harassing conduct, or condoning such conduct, may result in disciplinary action up to and including termination or other action as appropriate. All managers and employees must take this policy extremely seriously. Included within this prohibition are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, including but not limited to, any attempt to make submission to such conduct a term or condition of an individual's employment; or where the submission or rejection of such conduct is used as a basis for employment-related decisions, or where such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The Company's policy against workplace harassment applies to all managers and employees of the Company, whether supervisory or not. In addition, the Company's policy against workplace harassment applies to harassment or other discriminatory conduct at any workplace to which you may be assigned as well as, vendors, customers and other third parties with whom our employees come into contact while conducting Company business, provided that the Company is made aware of the objectionable conduct.

It is important to remember that any unwelcome verbal or physical conduct, whether committed by supervisors or non-supervisors, may be viewed as harassment if such conduct is because of the protected characteristics listed above, and has the purpose or effect of unreasonably interfering with an individual's job performance or creating an intimidating, hostile or offensive work environment.

We cannot list all possible examples of poor judgment or unprofessional conduct. However, the following examples will serve to illustrate the kind of speech/conduct we will not tolerate in our workplace, once provided notice of its alleged occurrence. Prohibited conduct includes, but is not limited to, such things as: verbal abuse of a sexual, racial or ethnic nature, sexual gestures, commenting about an individual's body in a sexually or otherwise offensive manner, using offensive or degrading words in connection with an individual's race, age, sex, religion, ancestry or disability, and suggestive or offensive objects, pictures, cartoons, magazines, e-mails or computer images. It is important to remember that inappropriate and unprofessional remarks or conduct may be reason for intervention and discipline whether or not they are actually "harassing."

1. Reporting Suspected Discrimination and Harassment Claims

It is everyone's responsibility to maintain a discrimination-free, harassment-free and retaliation-free (see below) work atmosphere. This includes freedom from harassment or discrimination not only by fellow employees, but also by other persons whom the Company's employees encounter in the course of their employment, provided that the Company is made aware of such discrimination or harassment.

If an employee has a complaint or concern about possible harassment or discrimination in connection with an incident he or she has experienced, or incidents of which he or she may be aware, the employee is required to report such complaint or concern **immediately**. The Company is prepared to receive complaints about behavior that is perceived as unprofessional or inappropriate regardless of whether the behavior constitutes unlawful harassment or discrimination.

A report of concern or complaint must be made immediately to an employee's manager or any People Plus, Inc. coordinator, or if for any reason you do not feel comfortable reporting a matter to these individuals, please report it to _Amy Workman_, at _888-825-1500_. Reports will be thoroughly investigated and, where appropriate, prompt corrective action will be taken. If, in the employee's view, there is another incident of inappropriate conduct or speech following a report, the employee must report it again, immediately. Investigation and corrective action will again be undertaken as appropriate.

2. No Retaliation for Reporting

Retaliation against an employee because of a report under this policy or because an employee has participated in an investigation under this policy is strictly prohibited and will not be tolerated. Any suspected retaliation is required to be immediately reported to the persons set forth above. Regardless of the individual involved or the status of the accused, retaliation is not permitted. Complaints of retaliation will be investigated and, where appropriate, may lead to disciplinary action up to and including termination. **No employee will be penalized for reporting under this policy.**

3. Violation of Harassment Policies

Any employee who is determined, after an investigation, to have engaged in discrimination, harassment and/or inappropriate conduct in violation of this policy will be subject to disciplinary action, up to and including termination.

Safety Policy

Introduction State and federal laws, as well as company policy, make the safety and health of our employees the first consideration in operating our business. Safety and health in our business must be a part of every operation, and every employee's responsibility at all levels. It is the intent of People Plus, Inc. to comply with all laws concerning the operation of the business and the health and safety of our employees and the public. To do this, we must constantly be aware of conditions in all work areas that can produce or lead to injuries. No employee is required to work at a job known to be unsafe or dangerous to their health. Your cooperation in detecting hazards, reporting dangerous conditions and controlling workplace hazards is a condition of employment. Inform your supervisor immediately of any situation beyond your ability or authority to correct. Employees will not be disciplined or suffer any retaliation for reporting a safety violation in good faith.

Safety First Priority

The personal safety and health while an employee of People Plus, Inc. is of primary importance. Prevention of occupationally-induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity. To the greatest degree possible, management will provide all mechanical and physical protection required for personal safety and health, but our employees must bear primary responsibility for working safely. A little common sense and caution can prevent most accidents from occurring.

Individual Cooperation Necessary

People Plus, Inc. maintains a safety and health program conforming to the best practices of our field. To be successful, such a program must embody proper attitudes towards injury and illness prevention on the part of supervisors and employees. It requires the cooperation in all safety and health matters, not only of the employer and employee, but between the employee and all co-workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved. Safety is no accident; think safety and the job will be safer.

ATTACHMENT B (Continued)

People Plus Policies

STANDARDS OF CONDUCT

To ensure orderly operations and provide the best possible environment, People Plus, Inc. expects each employee to act in a mature and responsible manner at all times. The following is a list of conduct, which the Company considers unacceptable and which may result in disciplinary action, up to and including termination. This list is not all-inclusive and, notwithstanding this list, all employees of the Company are employed on an **at-will** basis, meaning that employment may be terminated at any time, with or without notice and with or without cause. Employees are also required to comply with the policies and procedures in effect at your assigned worksite.

Unacceptable conduct includes but is not limited to:

- Violation of any Company policy or rule.
- Insubordination.
- Unsatisfactory or careless work.
- Failure to meet production or quality standards.
- Any act of harassment or discrimination.
- Being intoxicated or under the influence of illegal drugs while on Company premises, driving Company vehicles, or on duty or receipt of a positive drug test.
- Possession of illegal drugs or alcohol on Company premises.
- Dishonesty including but not limited to fraud, falsification of compensation records.
- Repeated tardiness and/or unexcused absences.
- Sleeping on the job; loitering or loafing during work hours.
- Use of obscene or abusive language.
- Failure to report damage to, or an accident involving, Company equipment.
- Soliciting during work hours and/or in work areas.
- Failure to observe proper grooming and dress standards.
- Failure to use or alteration of time sheets.
- Altering another employee's timesheet or causing someone to alter your timesheet.
- Punching a timecard which is not your own.
- Action which endangers the life or safety of another person.
- Negligent action, which destroys or damages Company property or the property of fellow employees, customers, suppliers, or visitors.
- Failure to wear or tampering with safety equipment.
- Possession of firearms or weapons on Company property or while on duty.
- Fighting, horseplay, or provocation of a fight on Company property or while on duty.
- Engaging in criminal conduct or acts of violence, or making threats of violence, toward any person on Company property or while on duty.
- Theft of Company property or the property of fellow employees.
- Unauthorized possession or removal of any Company property, including documents, from Company premises without prior permission from management.
- Unauthorized use of Company property for personal reasons or for an outside business.

SUBSTANCE ABUSE POLICY

It is the purpose of PEOPLE PLUS, INC. to help provide a drug free environment for our clients and our employees. With this goal and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future employees of PEOPLE PLUS, INC.:

PEOPLE PLUS, INC. explicitly prohibits:

The use, possession, solicitation for or sale of narcotics or other legal drugs, alcohol, or prescription medication without a prescription on company or customer premises or while performing an assignment.

Being impaired or under the influence of legal or illegal drugs or alcohol off the company premises that adversely affects the employee's work performance, his or her own or others' safety at the workplace, or the employer's reputation.

PEOPLE PLUS, INC. may drug test using S.A.M.H.S.A. standards by two methods:

Pre-Assignment: As may be required by client.

For Cause: When it is the company's belief that a drug problem exists (such as evidence of drugs, **accidents, injuries in the workplace,** fights, or other behavioral symptoms of drug abuse, negative performance patterns, excessive absenteeism or tardiness) for-cause testing will be utilized.

Employees of PEOPLE PLUS, INC. who refuse to submit to drug testing, test positive or admit to substance abuse will be subject to termination.

Also employees of PEOPLE PLUS, INC. who test positive or admit to substance abuse will be referred to local public agencies that provide rehabilitation and counseling services.

The results of all drug testing will be treated confidentially, and for no purpose other than for PEOPLE PLUS, INC. to make employment related decisions.

ATTACHMENT C

Orientation & Training Checklist for Associates of People Plus, Inc.

Orientation Procedures

Name: _____ **Date:** _____

GENERAL ORIENTATION

- ☐ Welcome & Introductions
- ☐ Safety Video (TSIL Safety Orientation)
- ☐ Safety Video Quiz
- ☐ Grade Quiz
- ☐ Discuss wrong answers

FORMS

- ☐ Background/Drug Test Release Form
- ☐ Net Profit Forms (3)
- ☐ Benefits in a Card - fill out either way
- ☐ Direct Deposit Form (Personal, GCC, or ONB)

TALKING POINTS

- ☐ Monthly Safety Drawing
- ☐ Insurance Benefits
- ☐ Time Cards
- ☐ Referral Bonus
- ☐ Online paystubs
- ☐ Do not discuss pay with others on the work site
- ☐ Address cell phone/camera use
- ☐ Call-in procedures
- ☐ NCNS = NER
- ☐ PPI expects at least 2 days notice to quit
- ☐ Minimum Wage

If you walk off an assignment, do not report for an assignment or forge/falsify information on your timecard, you will be paid minimum wage for all hours worked in your last pay period. _____
employee's initials

POST JOB OFFER Date: _____

- ☐ Drug Test Consent Form
- ☐ Drug Test
- ☐ Orientation Form
- ☐ Client Specific Materials
- ☐ BBP Video & Quiz (if applicable)
- ☐ Discuss wrong answers
- ☐ New Employee packet
- ☐ Specific Client Safety Talk
- ☐ Safety Briefing Sheet – IMPORTANCE OF RETURNING
- ☐ Safety Policy & Accident Notification Card
- ☐ ➥ Client Specific Safety
- ☐ Reminder Sheet that covers items below
  - *Online paystub*
  - *Call-in Procedure*
  - *NCNS = NER*
  - *2 Day Notice*
  - *Walk off assignment statement*

Employee Initials: _____
Coordinator Initials: _____

My signature verifies that I participated in the General Orientation and understand the procedures above.

Employee Signature_____ Date: _____

Coordinator Initials _____

- ☐ **Background Check/MVR** Ran/completed
- ☐ Background entered in COATS

Post Job Offer Orientation Procedures

- ☐ Fill in Drug Screen date on Employee Screen
- ☐ Fill in Direct Deposit / Global Cash Card info on Tax Screen
- ☐ Change employee status to Confirmed
- ☐ Enter/Verify correct Start Date on Employee Assignment Card
- ☐ Complete Net Profit Forms
- ☐ Complete Benefit Enrollment forms
- ☐ File Drug Screen info in Drug Screen File

File these forms (stapled together) in orientation drawer file:

- ☐ Orientation Procedure Checklist
- ☐ Orientation Sheet
- ☐ All Quizzes

- ☐ File Safety Briefing Sheet in Client File (once returned completed)

Updated 10/10/11

CLIENT AGREEMENT

Please complete and fax to (859) 263-0634 or mail to: **People Plus, 2551 Richmond Road Suite 8, Lexington, KY 40509**

Compensation and Benefits. People Plus is responsible to its employees and clients for all compensation and benefits accruing to the workers and is responsible for all tax withholding, and all employer contributions to funds for unemployment compensation, social security or other employer contributions required by state or federal law, and for providing insurance coverage for claims under the Kentucky Worker's Compensation Act.

Workplace Safety. Client Company agrees to supply a safe and suitable workplace for People Plus Employees assigned to client, and shall be responsible for complying with applicable federal and state occupational safety and health laws and regulations, including training, supplying protective equipment and providing information, warnings and safety instructions. OSHA requires that all employs be trained to do their job and receive safety training. This training must be performed and documented. People Plus provides forms for safety training or client may use its safety training forms. Client agrees to provide a copy of all training documents to People Plus for training performed. In the event of an accident/incident involving People Plus employee(s), Client agrees to notify People Plus immediately. People Plus will coordinate medical treatment (unless it is an emergency). Client agrees to allow a qualified representative of People Plus to conduct an accident investigation and allow witness interviews after an accident or injury. People Plus and its workers compensation insurance carrier are responsible for workers compensation claims by People Plus employees working at client worksite.

Job Classifications. The bill rate quoted by People Plus is based on the job classification (risk). If the client places the assigned employee in a job or environment not anticipated by the assigned classification and the employee is injured or contracts an illness from such job placement, the client may be held responsible for the injury/illness and be liable for the resulting claim. People Plus must be advised in advance that an assigned employee is handling cash, securities, or other valuables.

Time Sheets. Client Company signature on People Plus' time sheet certifies that the hours shown are correct, that the work was performed to the Client Company's satisfaction and authorizes People Plus to bill Client Company for the hours worked by the named People Plus Employee. Client Company agrees that the representative who signs this Agreement is authorized to do so, that People Plus may rely upon that signature as being upon Client Company, and that time sheets submitted by facsimile transmission shall be accepted as valid for billing purposes.

Rates of Compensation. For its services provided under this agreement, Client Company shall pay People Plus a per worker, per hour charge depending on the job classification and skill level of the employee, as agreed upon when order placed by Client Company (this amount shall be multiplied by 1.5 for hours worked by an employee in excess of forty (40) hours in one work week). The total amount due from the Client Company weekly shall be the sum of the per worker, per hour charge for each job classification and skill level times the number of employees provided in each job classification and skill level for the appropriate periods of time that workers are provided.

Late Charges. All People Plus invoices are due upon receipt. If at any time during the term of this agreement the balance of the Client Company's account with People Plus is outstanding for a period of more than thirty (30) days, the Client Company agrees to pay interest on the outstanding balance at the rate of 1½% per month, or 18% per annum, until paid in full. If it becomes necessary for People Plus to collect any outstanding amounts due, Client Company agrees to pay all damages flowing there from and all costs of collection, including a reasonable attorney fee.

Venue. If suit is required, Hopkins County in the Commonwealth of Kentucky has jurisdiction and all proceedings will be held in Hopkins County.

Dispute. If a dispute arises on the balance owed, Client Company agrees to pay all undisputed balances as they come due.

Collateral. As collateral securing all obligation of Client Company to People Plus, the Client Company grants a security interest in all its accounts, inventory, equipment, investment property, chattel paper, instruments, documents and general intangibles and authorizes People Plus to take steps necessary to perfect the same.

Credit Card. If a credit card number is given, People Plus has the right to charge undisputed past due invoices to the charge card for a period of five years from date of this agreement.

Finder's Fee. Client Company agrees not to hire as an employee outside of this agreement any worker who has previously been covered by this agreement without paying to People Plus a finders' fee in the amount of one hundred (100) times the bill rate per worker. The finders' fee shall be prorated over a period of 520 billed hours paid by Client Company for said employee. This policy is effective for six months after the subject employee completes the assignment for the client company.

Satisfaction. If at any time the quality or quantity of work by the People Plus employee assigned to Client Company becomes unsatisfactory, Client Company has the right to replace or terminate said employee without cause and without notice. If, however, Client Company does not make the problem known to People Plus or otherwise request replacement/termination of said employee, Client Company is responsible for all invoices billed. If People Plus is notified within the first four hours of an assignment there is no fee.

Client Company: _____ _____

FEIN/SSN Date

By: _____

Signature Title

People Plus, Inc:

By: _____

Signature Title Date