

**AGREEMENT FOR  
TECHNICAL RECRUITING & STAFFING  
City of Glendale Solicitation No. RFP 16-42**

This Agreement for Technical Recruiting & Staffing Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Abacus Service Corporation, a Michigan corporation, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-42 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$300,000 for the entire Term of the Contract, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
  - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

**5. Billings and Payment.**

**5.1 Applications.**

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

**5.2 Payment.**

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Sub-contractors; and
  - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

**5.3 Review and Withholding.** City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

**6.1 For Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

**6.2 For Cause.** City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
  - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

## 8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

## 8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Notices.**

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
  - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
  - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Abacus Service Corporation  
c/o April Szlaga  
35055 West Twelve Mile, Suite 215  
Farmington Hills, MI 48331  
248-522-8005  
april@abacusservice.com

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Connie Schneider  
5850 W Glendale Avenue, Suite 317  
Glendale, Arizona 85301  
623-930-2868

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

**12. Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

**13. Entire Agreement; Survival; Counterparts; Signatures.**

**13.1 Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

**13.2 Interpretation.**

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
15. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |                    |
|-----------|--------------------|
| Exhibit A | Project            |
| Exhibit B | Compensation       |
| Exhibit C | Dispute Resolution |

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Kevin R. Phelps  
Its: City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:


\_\_\_\_\_  
Michael D. Bailey  
City Attorney

Abacus Service Corporation,  
a Michigan corporation

\_\_\_\_\_  
By: April Selaga  
Its: Operations Director

**EXHIBIT A**  
**TECHNICAL RECRUITING & STAFFING**  
**PROJECT**

Abacus shall provide technical recruiting and staffing services as described on the attached Exhibit A.

	<p style="text-align: center;">City of Glendale Materials Management Solicitation Number: RFP 16-42 <b>TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p style="text-align: center;">CITY OF GLENDALE Materials Management Supt. City of Glendale Attn: Supt. IT Glendale, Arizona 91201</p>
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## 1.0 SPECIFICATIONS

### 1.1 INTRODUCTION

The City of Glendale (City) is soliciting Requests for Proposals from qualified firms or individuals (Recruiter/Contractor) to provide technical recruiting and staffing services as described within this solicitation. The goal of the City is to have a group of qualified firms that specialize in technical recruiting and staffing. All shall be capable of providing a selection of candidates who are qualified in a variety of information technology positions on an as-needed basis.

The Information Technology (IT) group supports over 1900 users and 29 locations across the City. IT is responsible for providing Service Desk, telecommunications, application, server, and network support.

### 1.2 SCOPE OF SERVICES


#### 1.2.1 MINIMUM QUALIFICATIONS/REQUIREMENTS: Recruiter shall:

- 1.2.1.1 Specialize in information technology staffing services including temporary placements;
- 1.2.1.2 Use proven testing and screening procedures to validate candidates' technical competency;
- 1.2.1.3 Conduct criminal background checks and conduct behavioral screening to validate candidates' suitability for employment;
- 1.2.1.4 Perform reference checks in advance;
- 1.2.1.5 Be able to obtain and/or retain a sufficient pool of qualified IT candidates to meet the City's needs;
- 1.2.1.6 Provide the City with a single point of contact for the management of services stated herein;
- 1.2.1.7 Ensure qualified candidates will follow the City's technical policies and procedures including change control and system documentation requirements; and,
- 1.2.1.8 Provide a placement guarantee for all candidates recruited.

#### 1.2.2 RECRUITMENT REQUIREMENTS:

Occasionally, the City may need assistance in the recruitment for technical positions. The City may request recruitment services from multiple recruiters for the same position. A sampling of the highly sought after positions that may be required by the City include but are not limited to the following:

- Systems Analyst
- Systems Administrator
- Network Engineer

	<p align="center"> <b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</b> </p>	<p align="center">             CITY OF GLENDALE              Materials Management              3800 West Echo Blvd.              Glendale, CA 91201              (818) 247-5000           </p>
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- Database Administrator
- Network Engineer (SCADA experienced)
- Control System Engineer


**1.2.2.1 Hiring Process** - While the City may make changes to this process, the typical hiring process is as follows:

**1.2.2.1.1 Identifying Candidates**

- a) City will provide the recruiters with the job description of the position being recruited for which includes minimum qualifications, special requirements, and certifications required;
- b) Candidates must meet the minimum qualifications of the position in order to be considered;
- c) Recruiter shall provide the City with list of qualified candidates;
- d) Recruiter shall conduct recruitment;
- e) City will review resumes from recruiters;
- f) City will identify candidate(s) from Recruiter's list of qualified candidates to interview;
- g) City will conduct phone interview with identified candidates
- h) City will conduct in-person/Skype interviews with candidate(s) from phone interview(s) that the city determines are most qualified;
- i) At times, multiple interviews may be requested;

**1.2.2.1.2 Upon Identification of Top Candidate:**

- a) Recruiter shall conduct reference checks using the city's required Reference Check form, which is currently in paper format;
- b) Recruiter shall ensure the candidate completes the City's job application;
- c) Recruiter shall submit completed reference checks and completed application and resume to the Human Resource contact;
- d) The City's Human Resources Department will review the information and will contact the recruiter with a salary offer;
- e) If the candidate accepts position, a conditional offer letter will be prepared by Human Resources and a start date identified;
- f) All job offers are contingent upon successful completion of the City's own background check.

	<p style="text-align: center;">City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</p>	<p style="text-align: center;">CITY OF GLENDALE Materials Management 3300 West Glendale Glendale, CA 91201 (818) 248-5500</p>
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### 1.2.3 SELECTED CANDIDATE:

#### 1.2.3.1 Recruitment Fees:


- a) The City shall not pay the direct hire recruitment fee until 30 days after the candidate's first day of work.
- b) City requires that the recruiters assist the City in identifying a new candidate at no cost if the original candidate is released from the City within 60 days of the first day of work.

#### 1.2.3.2 Temp-to-Hire:

- a) The City may at its option, hire temporary or temp-to-hire technical staff in the event of there being an immediate need to fill a position.
- b) Should the City convert a temp-to-hire candidate to a full time City employee, notice shall be provided to the Contractor 30 days prior to the conversion.

#### 1.2.3.3 Background Checks:

- a) Direct hire technical positions funded by the City's Police Department must complete an in depth background check.
- b) Once a direct hire candidate has been identified, he/she will be given a conditional job offer that is contingent upon the successful completion of the background check performed by the City;
- c) The direct hire candidate will complete a background packet, which will be submitted to the Police Department so the background check can be conducted.
- d) A polygraph test may or may not be required and the determination will be made by the Glendale Police Department.
- e) Upon successful completion of the background check, a start date for the candidate will be identified.
- f) Temporary staff shall have undergone a background check conducted by the Recruiter including E-Verify.
- g) The City reserves the right to conduct a fingerprint background check for all new direct hires and for temporary placements if deemed necessary.

	<p style="text-align: center;"><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p style="text-align: center;"><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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## 2. SPECIAL INSTRUCTIONS

### 2.1 PRI-OFFER CONFERENCE

2.1.1 A Pre-Offer Conference will be held on April 21, 2016 2:00 P.M. Arizona Time, located at 5850 W. Glendale Avenue, Room 3A. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

2.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

2.2 RETURN OF OFFER The Offeror shall submit three (3) hardcopies marked as "Copies". The offeror shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as "RFP 16-xx – *Original - Name of Offeror.*" (For example: RFP 16-xx – Original - ABC Company.)


The proposal responses shall be submitted in a bound format (i.e. three (3) ring loose-leaf binders, spiral and/or report covers). Proposals should be divided by tab sections according to items listed in the Preparation of Proposal Package Instructions section 2.3. This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter "See attachment for detail." Proposals that do not conform to the above format may be rejected.

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned including the written, narrative responses required in section 2.4 Submission Requirements. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.3.1 COVER SHEET
- 2.3.2 OFFER SHEET, Section 5.0
- 2.3.3 PRICE SHEET, Section 6

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2.3.4 ADDENDUM, Return all addenda (if applicable).

2.3.5 SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)

## 2.4 SUBMISSION REQUIREMENTS

- Offeror's should provide written, narrative responses for each item requested within the criteria below;
- *Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to this solicitation are not desired. Do not provide general answers or reference to sales literature;*
- When applicable, supporting documents should be attached and reference the appropriate criterion;
- Include the item number when responding to each item;
- Offeror's, at a minimum must submit the following information:

### 2.4.1 EXPERIENCE AND QUALIFICATIONS

2.4.1.1 Offeror's proposal should include:

- Company profile that details company history;
- Organization chart;
- Business locations; and
- Number of years in business.

2.4.1.2 Offeror shall provide names and years' of experience of key personnel;


2.4.1.3 Offeror shall provide a description of the firms size and organizational structure that includes number of years' experience in the IT Staffing and Recruiting business, areas of expertise, and special achievements;

2.4.1.4 Offeror shall provide details of recruitments undertaken that are of similar nature based on the City's Specifications;

2.4.1.5 Offeror shall describe training in technology provided to their temporary candidate pool;

### 2.4.2 METHOD OF APPROACH

2.4.2.1 Offeror shall clearly provide their written understanding of the City's requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish the needs of the City;

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- 2.4.2.2 Offeror's shall provide a communication plan between key personnel and the City of Glendale;
- 2.4.2.3 Offeror shall describe method and approach for recruiting technical talent;
- 2.4.2.4 Offeror shall describe how a candidate's technical skills are identified, assessed, and validated;
- 2.4.2.5 Offeror shall describe types of testing conducted and screening processes used, prior to selecting a candidate in their temporary staff pool;
- 2.4.2.6 Offeror shall describe their method of approach to tracking temporary staff attendance;
- 2.4.2.7 Offeror shall describe the communication process used to notify the City of an assigned temporary staff's absence;

#### **2.4.3 CAPACITY OF OFFEROR - KNOWLEDGE OF PHOENIX MARKET**


- 2.4.3.1 Offeror shall provide three (3) recent (within the last 3 years) client/customer references from organizations of similar size and scope to the City for the services described herein. Include:
  - 2.4.3.1.1 Name of Organization;
  - 2.4.3.1.2 Contact Name and Title
  - 2.4.3.1.3 Service dates;
  - 2.4.3.1.4 Number of temporary positions filled;
  - 2.4.3.1.5 Number of recruitments conducted and positions filled;
- 2.4.3.2 Offeror shall describe their knowledge of the Phoenix market;
- 2.4.3.3 Offeror shall describe their turnover rate of temporary assignment employees and retention rate for recruitments;

#### **2.4.4 PLACEMENT GUARANTEE**

- 2.4.4.1 Offeror shall describe their placement guarantee;
- 2.4.4.2 Offeror shall describe their process to address a situation where the City is not satisfied with the temporary staff placed;
- 2.4.4.3 Offeror shall describe their process and replacement policy to address a situation where a temporary staff position leaves prior to the end of the assignment;

#### **2.4.5 PRICING STRUCTURE**

- 2.4.5.1 Offeror's shall bid in accordance with the pricing structure as outlined in Section 5. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

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**2.5 EVALUATION CRITERIA** The evaluation criteria is weighted in accordance with the Submission Requirements, section 2.4.

Experience and Qualifications – 20%  
Method of Approach – 20%  
Capacity of Offeror - Knowledge of Phoenix market – 20%  
Placement guarantee – 15%  
Costs – 25%


**2.6 TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

**2.7 ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.


**2.8 SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

**2.9 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

**2.10 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.


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- 2.11 **PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.12 **INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.13 **ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.14 **DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.14.1 Determine in greater detail such Offeror's qualifications, and
  - 2.14.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - 2.14.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
  - 2.14.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.15 **BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.16 **PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.

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- 2.17 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.
- 2.18 WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.19 OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
- 2.20 COMPETITIVE NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).
- 2.21 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly


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or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.


- 2.22 PROPRIETARY INFORMATION** An Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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### 3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.3 PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**  
Coverage shall be at least as broad as:
- 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.5.1.2 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 3) and non-owned autos (Code

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9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**3.3.1.3 Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status** The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.


**Primary Coverage** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Acceptability of Insurers** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

**Verification of Coverage** Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **3.6 INDEMNIFICATION CLAUSE:**


To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

- 3.7 CONFLICT OF INTEREST** Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.


For purposes of this provision, the following definitions apply:

"Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

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"Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

- 3.8 ESTIMATED QUANTITIES** The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.
- 3.9 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.
- 3.10 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.
- If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.
- 3.11 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and

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permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.


**3.12 CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

**3.13 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

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**3.14 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

**3.15 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

**Response to City of Glendale Materials Management**

**Event Title: RFP 16-42 Technical Recruiting & Staffing Response**

**PROPOSAL RESPONSE**

**SUBMITTED TO:**

**CITY OF GLENDALE (MATERIALS  
MANAGEMENT)  
5850 WEST GLENDALE AVENUE, SUITE 317  
GLENDALE, ARIZONA 85301**

**PH: (623) 930-2868**

**EMAIL: CSCHNEIDER@GLENDALEAZ.COM**

**PROPOSAL RESPONSE**

**PREPARED & SUBMITTED BY**

**ABACUS SERVICE CORPORATION  
35055 WEST TWELVE MILE SUITE 215  
FARMINGTON HILLS, MI 48331  
EIN NUMBER: 20- 2060203**

**CONTACT PERSON: APRIL SZLAGA**

**EMAIL: APRIL@ABACUSSERVICE.COM**

**PH: (248) 522-8005**

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## SECTION 2.3.1 COVER SHEET

May 03, 2016

**City of Glendale**  
**Materials Management**  
**5850 West Glendale Avenue, Suite 317**  
**Glendale, Arizona 85301**

**Subject:** Response to RFP 16-42 City of Glendale for Technical Recruiting & Staffing Contract

Abacus Service Corporation (Abacus) is pleased to submit the response to City of Glendale to provide Technical recruitment & Staffing Services.

Abacus is headquartered in Farmington Hills, MI and was incorporated in year 2004 is a small business enterprise that is MBE, WBE and 8(A) Certified nationally. We are specialized in providing technical recruitment and staffing solution to government and commercial sector clients. our experience in providing various staffing models such as Temporary, Temp to Hire, Contract and Permanent staffing gives flexibility to serve our client with best suitable model for their business.

We have licenses to conduct business in every state in America. We currently have over 350 contract employees located in 37 states and work with over 50 clients in various industries. We have recruited and staffed various labor categories such as; **Systems Analyst, Systems Administrator, Network Engineer, Database Administrator, Control System Engineer, Application Developer, Computer and Information Systems Manager** etc.

The enclosed response is in strict compliance with the RFP specifications and valid up to 120 days from the date of bidding. It provides detailed information of our capabilities and experience in providing technical recruiting and staffing services to City of Glendale.

The Undersigned, April Szlaga, is authorized to meet all commitments presented in the proposal and will be the contact person for clarifying proposal content and approving any agreement in the scope of this RFP.

Sincerely,




**Name:** April Szlaga

**Title:** Operations Director

**Telephone No:** (248) 522-8005

**Email Id:** [april@abacus-service.com](mailto:april@abacus-service.com)

SECTION 2.3.2 OFFER SHEET (SECTION 4.0)

 <b>GLENDALÉ</b>	<p align="center"><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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**4.0 OFFER SHEET**

**4.1 OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

<p><u><i>April Szlaga</i></u>          Authorized Signature          April Szlaga</p>	<p>Abacus Service Corporation          Company's Legal Name          35053 West Twelve Mile, Suite 215</p>
<p>Printed Name Address          Operations Director</p>	<p>Farmington Hills, MI 48331</p>
<p>Title          (248) 522-8005</p>	<p>City, State &amp; Zip Code          (248) 479-0811</p>
<p>Telephone Number          april@abacusservice.com</p>	<p>FAX Number          05-02-2016</p>
<p>Authorized Signature Email Address</p>	<p>Date</p>

For questions regarding this offer: (if different from above)

Contact Name	Phone Number	Fax Number
Email Address april@abacusservice.com		


FEDERAL TAXPAYER ID NUMBER: 20-2060303

Arizona Sales Tax No. \_\_\_\_\_ Tax Rate \_\_\_\_\_

Offeror certifies it is a: Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation ☒ X

Minority or woman owned business: Yes ☒ X No \_\_\_\_\_

SECTION 2.3.4 ADDENDUM

 <b>GLENDAL</b>	<b>SOLICITATION ADDENDUM</b>			<b>CITY OF GLENDAL</b> Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2833
	Solicitation Number: RFP 16-42	Addendum #1	Page 1 of 2	
	Solicitation Due Date: May 3, 2016	2:00 p.m. (Local Time)		

**RFP 16-42 Technical Recruiting & Staffing**

As a result of the pre-offer conference conducted on April 21, 2016, the following revisions and clarifications have been made to Request for Proposals No. 16-42:

**ADD:**

**1. In Section 1.2.2.1.1 Identifying Candidates:**

j) The City will not sponsor H-1B Visa's.

**CLARIFICATION:**

**1. Section 5.2 TEMPORARY TECHNICAL STAFF:** Offerors may separate the Technical Job Description by years of experience for each position. The hourly rates and job description shall correlate to the position based on experience levels. **EXAMPLE ONLY:**

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Markup charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
Systems Analyst 1 - 3 years	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity.				
Systems Analyst 4 - 7 years	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity. Conducts cost analysis and agree the timeframe to implement the proposed solution. They specify and shape the system requirements and operations, the user interface and output and present the proposal to the client.				



# Technical Response to RFP 16-42 for Technical Recruiting & Staffing

 <b>GLEND:LE</b>	<b>SOLICITATION ADDENDUM</b>			<b>CITY OF GLENDALE</b> Municipal Management 3000 W. Glendale Avenue Suite 310 Glendale, AZ 85301 Phone: (623) 970-2833
	Solicitation Number: RFP 16-42	Addendum #1	Page 2 of 2	
Solicitation Due Date: May 3, 2016		2:00 p.m. (Local Time)		

## **CORRECTION:**

In Section 2.3 PREPARATION OF OFFER PACKAGE, the following invalid references are corrected:

2.3.2 OFFER SHEET, Section ~~5.0~~ 4.0

2.3.3 PRICE SHEET, Section ~~6~~ 5.0

Name of Company:	Abacus Service Corporations
Address:	35055 West Twelve Mile, Suite 215, Farmington Hills, MI 48331
Authorized Signature:	
Print Name and Title:	April Szlaga ( Operations Director)

**SECTION 2.3.5 SUBMISSION REQUIREMENTS (SECTION 2.4)****SECTION 2.4.1 EXPERIENCE AND QUALIFICATIONS****SECTION 2.4.1.1 COMPANY PROFILE AND HISTORY; ORGANIZATION CHART; BUSINESS LOCATIONS; AND NUMBER OF YEARS IN BUSINESS.**

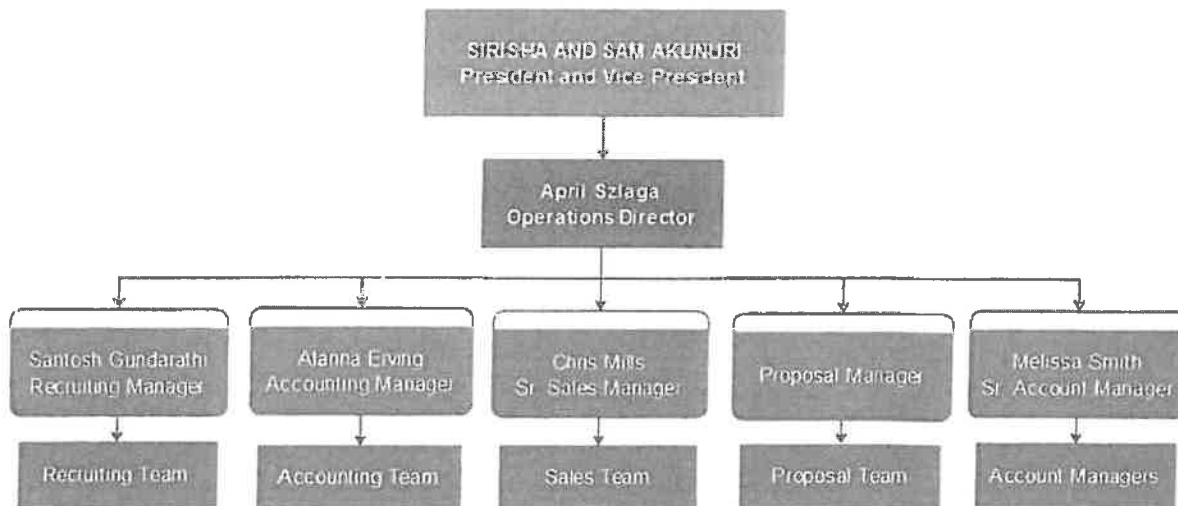
<b>Company Name</b>	Abacus Service Corporation
<b>No of Years in Business</b>	11+ years
<b>Ownership Type</b>	Corporation
<b>Incorporated</b>	October, 2004
<b>Name of General Partners</b>	Sirisha Akunuri, President – 55% Ownership Sam Akunuri, Vice President – 45% Ownership
<b>Authority of the organization</b>	Ms April Szlaga under the capacity of operations director of Abacus Service Corporation is authorized to meet all commitments presented in the proposal and will be the contact person for clarifying proposal content and approving any agreement in the scope of this RFP
<b>Head Office Address</b>	35055 West Twelve Mile, Suite 215 Farmington Hills, MI 48331 Ph.: (248) 522-8005 Fax: (248) 479-0811
<b>Business Locations United States Offices (5 Locations)</b>	1. 9100 South Dadeland Blvd, Suite 1500 Miami, FL 33156 2. 1135 Terminal Way, Suite 106 Reno, NV 89502 3. 310 SW 4th Avenue, Suite 804 Portland, OR 97204 4. 2033 Gateway Place, Suite 500 San Jose, CA 95110 5. 999 Riverview Drive, Suite 201 Totowa, NJ 07512
<b>Federal EIN or SSN</b>	20-2060203
<b>Contact Person</b>	April Szlaga
<b>Title</b>	Operations Director
<b>Telephone Number</b>	(248)522-8005
<b>Fax Number</b>	(248)479-0811

**BRIEF HISTORY OF THE ORGANIZATION**

Abacus is headquartered in Farmington Hills, MI and was incorporated in the year 2004 as a corporation. With over 11 years of technical recruitment and staffing expertise in the USA, Abacus has earned itself a reputation for providing professional talent with the skills and expertise our clients business need. Abacus is a small business enterprise that is MBE, WBE and 8(a) certified nationally and upholds our commitment to diversity by adhering to a philosophy of recruiting employees from diverse backgrounds. We provide recruitment and staffing solutions to a wide range of industries, sectors and markets, understanding that a specialized approach to recruiting ensures the placement of the most qualified and best candidates. We currently have over 350 contract employees located in 37 states and work with over 50 clients in various industries. Abacus brings a successful track record of managing its long term contracts (IDIQ) and contract vehicle with various Federal and state agencies that includes GSA Schedule 70, GSA Schedule 736 and Seaport-e.

**ABACUS ORGANIZATIONAL CHART**

The following diagram illustrates our organization chart and information about our key personnel who have extensive experience in account management, consulting, business processes, business development, staff augmentation, client interaction and all other contract related matters with our clients in the Government and Private sector and this team will be involved in providing services to City of Glendale

**INDUSTRY SECTOR EXPERIENCE**

In line with the RFP requirement for providing Technical recruitment and staffing services to support daily operations, we have experience providing Technical recruitment and staffing services to various government and commercial clients. Below are industries of our specialization, we had provided services in past:

- Information Technology
- Healthcare
- Retail
- E-commerce
- Education
- Public Work Department
- Housing Authority
- Defense and Aerospace
- Supply Chain
- Finance and Accounting

**DISCIPLINE**

Our diverse team has the experience to provide employment solutions for all forms of talent. Our Recruiters are thoroughly trained and are experts in the area of specialization asked in the solicitation, which include: services such as but not limited to:

- IT Support Services & Managed Services
- Application Development
- Integration & Migration services
- Database Development
- Data Management
- Project Management
- Website Management Services
- ERP services
- ERP services
- Website Management Services
- Infrastructure Support Services
- Implementation Support
- Helpdesk Support
- Network Support

---

**SECTION 2.4.1.2 NAMES AND YEARS OF EXPERIENCE OF KEY PERSONNEL****Abacus Response:**

S. No	Name	Title	Experience in Years
1	April Szlaga	Operations Director	17+
2	Brandon Ballentine-Muchicko	Account Manager	12+
3	Christopher Mills	Senior Business Development Manager	10+
4	Melissa Fregonara	Senior Account Manager	12+
5	Santosh Gundrathi	Recruitment Manager	10
6	Len Thacker	Back up Account Manager	10

---

**SECTION 2.4.1.3 DESCRIPTION OF THE FIRM'S SIZE AND ORGANIZATIONAL STRUCTURE THAT INCLUDES NUMBER OF YEARS' EXPERIENCE IN THE IT STAFFING AND RECRUITING BUSINESS, AREAS OF EXPERTISE, AND SPECIAL ACHIEVEMENTS****Abacus Response:**

Headquartered in Farmington Hills (MI), we are rapidly growing company and strategically located at 4 other locations to support our clients nationwide. Our offices operating from Reno (NV), Portland (OR), San Jose (CA), Totowa (NJ), Miami (FL). We currently have over 350 consultants to serve the requirement of approximately 50 clients in 37 states of America.

Abacus has crossed an annual revenue of \$ 25M during last financial year only from its staffing business.as a specialized technical recruiting and staffing company, our 70% of revenue comes from the IT staffing augmentation contracts. We have successfully recruited and staffed all below labor Categories:

- Systems Analyst
- Systems Administrator
- Network Engineer
- Database Administrator
- Network Engineer (SCADA Experienced)
- Control System Engineer
- Application Developer
- Application Support Analyst
- Applications Engineer
- Computer and Information Systems Manager

- |   |  |   |
|---|--|---|
| <ul style="list-style-type: none"> <li>• Computer Systems Manager</li> <li>• Customer Support Administrator</li> <li>• Customer Support Specialist</li> <li>• Support Manager</li> <li>• IT Support Specialist</li> <li>• IT Systems Administrator</li> <li>• Network Architect</li> <li>• Network Engineer</li> <li>• Network Systems Administrator</li> <li>• Security Specialist</li> <li>• Senior Applications Engineer</li> <li>• Senior Database Administrator</li> <li>• Senior Network Architect</li> </ul> | <ul style="list-style-type: none"> <li>• Senior Network Engineer</li> <li>• Senior Network System Administrator</li> <li>• Senior Programmer</li> <li>• Senior Programmer Analyst</li> <li>• Senior Security Specialist</li> <li>• Senior Software Engineer</li> <li>• Senior Support Specialist</li> <li>• Senior System Administrator</li> <li>• Senior System Analyst</li> <li>• Software Architect</li> <li>• Software Engineer</li> </ul> | <ul style="list-style-type: none"> <li>• Software Quality Assurance Analyst</li> <li>• Support Specialist</li> <li>• Systems Administrator</li> <li>• Systems Analyst</li> <li>• System Architect</li> <li>• Systems Designer</li> <li>• Systems Software Engineer</li> <li>• Technical Operations Officer</li> <li>• Technical Support Engineer</li> <li>• Technical Support Specialist</li> <li>• Technical Specialist</li> <li>• Telecommunications Specialist</li> <li>• Web Administrator</li> <li>• Web Developer</li> <li>• Webmaster</li> </ul> |
|---|--|---|

#### **SPECIAL ACHIEVEMENTS**

- Abacus has been a trusted partner of NCR Corporation (NCR) for over five years. At NCR, Abacus is the largest supplier of personnel and has had great success in maintaining client and employee satisfaction.

Abacus was added as a staffing supplier to Intel Corporation (Intel) in the summer of 2007. After the first semi-annual supplier ranking was issued, Abacus was ranked the # 2 supplier out of 22 suppliers, a group that included several Global Staffing Companies such as Kelly Services and Manpower. In a short time, Abacus became one of the top suppliers at Intel. We are currently ranked #1 based on the last performance ranking.

#### **SECTION 2.4.1.4 DETAILS OF RECRUITMENTS UNDERTAKEN THAT ARE OF SIMILAR NATURE BASED ON THE CITY'S SPECIFICATIONS**

##### **Abacus Response:**

Below are the clients of similar size and scope of City of Glendale

Abacus Client	Services
Virginia Housing Development Authority (VHDA), VA	Abacus won a contract with VHDA and is providing Information Technology, Project Management, and Human Resource Staff Augmentation Services.

**Technical Response to RFP 16-42 for Technical Recruiting & Staffing**

Abacus Client	Services
PASSHE	Abacus has been providing temporary staffing services for PASSHE in the area of IT Services. Responsibility in loading of data files and extracting and transforming data for use in reporting and presentation. Performing SQL related tasks.
City of Fort Worth	Abacus supports City of Fort Worth in the areas of IT Business Planner, Responsible for the functional support of PeopleSoft HCM modules, Business analysis, requirements gathering, documentation
NCR Corporation	At NCR, we staff positions in all Information Technology, labor categories including, Engineering, HR, Finance/Accounting, Technicians, Administrative, Professional and Technical. The scope of the above project began in 2006 and is presently active.
Intel Corporation	At Intel, we staff positions in all labor categories including, IT, Engineering, HR, Finance/Accounting, Technicians, Administrative, Professional and Technical. The scope of the above project began early 2007 and is presently active.
Wharton School of Business University of Pennsylvania	Abacus provided services for an IT project that demanded the ideal staff. Abacus provided the ideal software developers that enabled the University to finish the website within the required time frame and budget. The success of the project influenced the University to utilize our services for other IT Project endeavors.
Teradata Corporation	Abacus has been a trusted partner of Teradata for over four years for providing IT staffing Augmentations. The service that we offered provided them with a series of qualified candidates. Within the Teradata Corporation, we had placed additional employees as we have superior customer service and benefits that we offer. Many employees at this Corporation have noticed the satisfaction of our employees and have requested to be represented by our team. The scope of the above project began early 2006 and is presently active.
Kaiser	For Kaiser we staffed the following positions: IT Project Manager HS, Financial Analyst I, Administrative Assistant II, Administrative Assistant I, Administrative Assistant III, Administrative Assistant I, Data Entry Operator II and BIDW Business Analyst
Pepsi	We provide staffing services, QA Technician, Cashier, R&D Technician, Lab Technician II, Sales Category Manager, R&D Technician, Sales Category Manager and Food Scientist I
NextEra	Abacus has been granted a contract award to provide IT, clerical and Engineering positions.

---

**SECTION 2.4.1.5 DESCRIBE TRAINING IN TECHNOLOGY PROVIDED TO THEIR TEMPORARY CANDIDATE****Abacus Response:**

We maintain a pool of prescreened qualified candidates with numbers of years of experience in their field. They are well versed with the best practices and latest trends in their field. Additionally, if require, before taking up any role with our client, all our temporary employees will be provided with relevant career training in different technologies, which is specifically geared toward meeting and learning needs of special requirements of our clients. We make use of knowledge transfer templates which describes the approach, process, methodologies, training materials and all other information regarding each technology to the candidates. we provide appropriate training and induction to our resource candidate. The intent of this induction program is to prepare the resources by briefing the background information of our client, proposed job descriptions, deliverables, general requirements, specific requirements, communication, reporting authority and confidentiality.

**SECTION 2.4.2 METHOD OF APPROACH**

---

**SECTION 2.4.2.1 OFFEROR SHALL CLEARLY PROVIDE THEIR WRITTEN UNDERSTANDING OF THE CITY'S REQUIREMENTS, SPECIFICATIONS, MEETING THE TERMS AND CONDITIONS OF THE RFP AND MATCHING THE PROPOSED METHODS TO ACCOMPLISH THE NEEDS OF THE CITY;**

**Abacus Response:**

Abacus understands the requirement and specification mentioned in the section 1.2 scope of service of RFP. Build on its significant experience of Over 11 years to serve government and commercial clients. We have a proven track record to seamlessly handle the requirement similar to City of Glendale. (Client reference details are provided under section 2.4.1.4 of the proposal)

---

**SECTION 2.4.2.2 COMMUNICATION PLAN BETWEEN KEY PERSONNEL AND THE CITY OF GLENDALE**

**Abacus Response:**

Beside recruiters and other key support staff, Abacus will assign a dedicated account manager to work closely with City of Glendale. Our account manager will be a single point of contact for all the queries requests and reports related to the contract and working closely with other key personnel in accounting, Payroll, recruiters, and Human resource department to manage and support the contract. Our managerial team has direct lines that are accessible to our clients. This direct line can connect to our managerial teams' cellular phones when they are not in the office, which allows our clients the ease of contacting our staff during and after work hours. In addition to the assigned Account Manager, Abacus will have a back-up Account Manager on hand for emergency situations. If for any reason that the assigned Account Manager is unable to perform their tasks, we will contact City of Glendale with an explanation and the back-up Account Manager will be introduced and communicated accordingly with the employees and City of Glendale to meet the needs of the contract. Since our inception, we have not had the need to utilize the back-up Account Manager; however, we believe in being prepared for any and all situations that could possibly arise during the contract in order to provide excellent client service.

---

**SECTION 2.4.2.3 OFFEROR SHALL DESCRIBE METHOD AND APPROACH FOR RECRUITING TECHNICAL TALENT;**

**SECTION 2.4.2.4 OFFEROR SHALL DESCRIBE HOW A CANDIDATE'S TECHNICAL SKILLS ARE IDENTIFIED, ASSESSED, AND VALIDATED;**

**SECTION 2.4.2.5 OFFEROR SHALL DESCRIBE TYPES OF TESTING CONDUCTED AND SCREENING PROCESSES USED, PRIOR TO SELECTING A CANDIDATE IN THEIR TEMPORARY STAFF POOL;**

**Abacus Response** Abacus will be able to meet the City of Glendale Staffing needs, described by ensuring that we have properly assessed the needs of City of Glendale and have assigned the correct number of personnel to the team to support the account.  
Our Team will include the following personal to complete each necessary task:

- Account Manager
- Human Resources Manager
- Recruiting Manager
- Recruiter(s)
- Employee Relations Representative
- Accounting/Payroll Staff
- Administrative Staff and Proposed staff

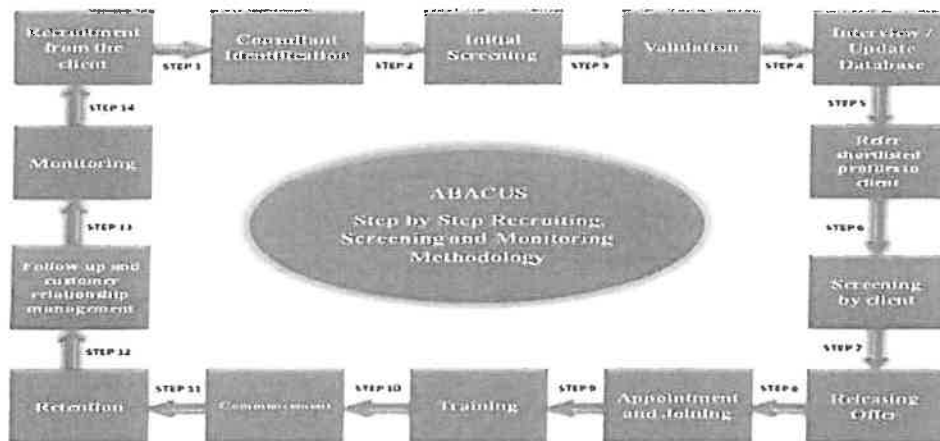


#### ABACUS STEP BY STEP RECRUITING, SCREENING AND TESTING METHODOLOGY & PROCESS

Abacus has strategic step by step methodology for recruiting, screening and monitoring. We are actively utilizing this successful methodology to recruit nation's top talent in order to supply our quality staff augmentation services to the City of Glendale Material Management requirements.

Abacus' Staffing Strategy is driven by recruitment process as shown in the figure below. Our staffing methodology is implemented and practiced by our human resource department to provide strong, skilled, competent, efficient, effective resources to our clients. Above all we recruit candidates as per the client's needs.

Our recruiting methods, both targeted and broad-based, pull in large number of candidates for each position. We rely on the expertise of our specialized recruiters, to provide a first-pass screening to maximize the effectiveness of the hiring manager's time.



#### 1. Requirement from the client:

- Abacus client specific account manager works closely with the recruiting manager to identify the specific needs.



## *Technical Response to RFP 15-42 for Technical Recruiting & Staffing*

- Phone interviews from the recruiting team to discuss qualifications, experience, and fit feedback loops from the manager to the recruiter to refine the search

### **2. Candidate Identification:**

- Our strategy starts with first step identifying the resources based on client's requirement
- Abacus has a proactive recruiting approach that strives for first-time-through quality by fully understanding the job requirements. So first and foremost, we listen carefully to our customer. We do not post job orders and wait for resumes from potential candidates; we post job orders and actively source candidates from a variety of networking and on-line sources. As a result, we have successfully filled many "hard-to-find" positions, earning accolades from our customers.
- Abacus relies on dedicated recruiters, internet advertising, career fairs, personal networks, employee referrals, professional associations, Minority Business Councils, strong company reputations, and attractive compensation and benefits packages designed to attract the best candidates.
- Furthermore, Abacus has powerful corporate reach-back for hands-on staffing assistance, processes, and systems.

### **3. Initial Screening:**

- As per the client requirements our expert recruiting staff screen the resume from our internal database and we make sure we match the resource who possess right attitude, experience, skill, competency, ability to perform, availability, remuneration to be fit for the client's needs.
- The technical ability of a candidate is evaluated by the recruiter with a set of relevant questions, pre-defined for various disciplines by the technical experts within Abacus.
- A candidate's usage/deployment of hardware/software/networking or other technologies and skills as mentioned in his/her resume in context of a project is validated for viability and accuracy by the recruiters.
- A rigorous technical interview process conducted by experts within Abacus ensures that the underlying fundamentals of the candidate are solid and adequate for the job requirements. Abacus has experts in various disciplines and technologies (e.g., mainframe technology, client/server technology, web-based technology, database technology, networking technology etc.). The relevant validation is conducted by the appropriate interviewer to ascertain the candidate's technical skills.
- In some instances, where the candidate is to be potentially involved in quick-start specialized technical roles, his/her prior references relevant to the actual technical work are viewed and very specific reference checking in those areas is performed.
- In some instances, a candidate's technical ability is measured with specific tests such as writing programs, debugging programs, testing conditions for a program or configuring applications and/or networks. Such tests form a part of the technical interview process that require the candidate to prove programming and testing skills. These tests are performed using the Prove It! Software

### **4. Validation:**

- This step involves in short listing potential candidates to the first level of interview after validating the data of the candidate suitable to the requirement.
- Informing the short listed candidates on interviewing schedules

**5. Interview / Database updating:**

- At this stage our recruiters who are trained in interviewing skills evaluate the candidate qualifications through rounds of interview as per the clients' requirements. Our interview rounds consist of technical and communication, where we consider the candidates as per their technical skills suiting to the requirements and level of communication matching to the type of the category
- Once the interviews are done we update the database

**6. Refer Shortlisted profiles to Client:**

- The resumes of highly qualified candidates are reviewed by our trained recruiters and then screened for efficiency by our account managers. After the account managers have determined the candidate is ideal for the requested position, we will divulge the information to the client that needs the necessary information.
- Will receive the client's feedback on the short listed candidature.
- As per the client's suggestion we schedule the candidate interview with clients appointed hiring personal.

**7. Screening by Client:**

- Abacus team will coordinate with the client to schedule the face to face or telephonic round of interviewing the candidate
- Finally, selected candidates are screened using efficient and detailed employee hiring verification services
- Conduct pre-employment verification with the help of professional organizations.
- Abacus uses Hire Right for Drug Screening and Go Background to perform application and background verification on selected candidates. They are screened using efficient and detailed employee hiring verification services, which ensures that the process is prompt, accurate, reliable, cost effective, and provides the information needed to verify qualifications and background information. This information is retained to verify the references, credit rating, experience and criminal history, which will inform the managerial team of the candidate's honesty, skills, education; thus, allowing us to submit a candidate that is ideal for the position. Background checks also allow us to obtain pertinent information about an employee that might otherwise not be revealed

**8. Offer Release:**

- At this stage offer is released as per the discussions with the client and the proposed candidate
- Information on the offer release is shared with the hiring manager at client's place.

**9. Joining and Appointment:**

- At this stage Abacus team will communicate the client joining procedures
- For internal purpose will ask the candidates to bring the required documents
- Conveying the client ethics, guidelines and atmosphere to the candidates
- Abacus team requests the candidates to fill the formalities for internal records

## **10. Monitoring**

Abacus will reach out to the City of Glendale Material Management once the selected candidate starts to ensure things are beginning as expected. Throughout the first six months Abacus will reach out on a monthly basis to verify that things are progressing as planned with the selected candidate.

## **ASSESSMENT AND VALIDATION OF CREDENTIALS**

### **Verification of Education and Credentials**

Abacus uses HireRight, Verifications and Go Background to perform application and background verification on selected candidates. Through this screening, we are also able to verify a candidate's education and credentials.

### **Verification that individuals are eligible for employment in the United States**

All I-9 forms will be extensively reviewed and verified by our Account Managers prior to on-boarding the candidate. We use E-Verify (Employee Eligibility Verification program), which is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States.

### **Background Checks and Credit Record Checks**

Abacus uses Hire Right, Verifications and Go Background to perform application and background verification on selected candidates. They are screened using efficient and detailed employee hiring verification services, which ensures that the process is prompt, accurate, reliable, cost effective, and provides the information needed to verify qualifications and background information.

### **Drug Screening**

All selected candidates are required to go through the drug screening process. Abacus utilizes a nationwide outside agency for this service. The company has met performance standards set by the U.S. Department of Health and Human Services, (HHS-certified), (previously referred to as National Institute on Drug Abuse "NIDA-certified").

A Department of Defense (DOD) urinalysis is preformed that screens for the following drugs:

- THC (Marijuana)
- Cocaine
- Opiates – Morphine, Codeine and Heroin
- Amphetamines – Methamphetamine, MDA/MDMA(Ecstasy)
- Barbiturates – Amobarbital, Butalbital, Pentobarbital, and Secobarbital
- PCP
- LSD

**I-9 verification process** All I-9 forms will be extensively reviewed and verified by our Account Managers prior to on-boarding the candidate. We use E-Verify (Employee Eligibility Verification program), which is

an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States.

#### **Fingerprinting**

Fingerprinting is performed when deemed necessary or required by the client. Not all clients request a fingerprinting record, but for those that do require fingerprinting, we execute the test through a reliable and official source that will send the results directly to our clients for review.

When the testing is completed and approved, the Abacus team will notify the candidate of the start date and any other additional instructions provided by the hiring manager. We will supply the candidate with contact information of the Abacus Account Manager and Payroll Specialist.

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#### **TESTING AND EVALUATION OF THE CANDIDATES**

Our detailed process for evaluating skills of candidate's quality prior to submission as detailed below:

- **Preliminary Technical Ability Evaluation by Recruiter** – The technical ability of a candidate is evaluated by the recruiter with a set of relevant questions, pre-defined for various disciplines by the technical experts within Abacus.
- **Project Verification for Hardware/Software or Other Technical Skills Used by the Candidate** – A candidate's usage/deployment of hardware/software/networking or other technologies and skills as mentioned in his/her resume in context of a project is validated for viability and accuracy by the recruiters.
- **Technical Interview Process to Ascertain the Technical Skills Offered** – A rigorous technical interview process conducted by experts within Abacus ensures that the underlying fundamentals of the candidate are solid and adequate for the job requirements. Abacus has experts in various disciplines and technologies (e.g., mainframe technology, client/server technology, web-based technology, database technology, networking technology etc.). The relevant validation is conducted by the appropriate interviewer to ascertain the candidate's technical skills.
- **References and Review of Prior Technical (Programming) Work** – In some instances where the candidate is to be potentially involved in quick-start specialized technical roles, his/her prior references relevant to the actual technical work are viewed and very specific reference checking in those areas is performed.
- **Hands-on Technical Testing** – In some instances, a candidate's technical ability is measured with specific tests such as writing programs, debugging programs, testing conditions for a program or configuring applications and/or networks. Such tests form a part of the technical interview process that require the candidate to prove programming and testing skills. These tests are performed using software such as Prove It!

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#### **SECTION 2.4.2.6 OFFEROR SHALL DESCRIBE THEIR METHOD OF APPROACH TO TRACKING TEMPORARY STAFF ATTENDANCE;**

Abacus understand the importance of attendance tracking. An effective attendance system can help reduce cost and help us providing right solution to our customer. Therefore, we offer full featured browser based time tracking application that provides robust and powerful employee time and attendance tracking on the web. Deployment is simple and fast, and does not require client installations at employee workstations. Our online time tracking application will help in electronic tracking and approval of

**Technical Response to RFP 16-42 for Technical Recruiting & Staffing**

timecards. Managers or Supervisors will be given specific user rights within the time tracking application and will be able to assign employees to specific managers as well as determine access to particular features of time tracking application per user. based on customer approval our payroll team processes the individual employee's salary.

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**SECTION 2.4.2.7 OFFEROR SHALL DESCRIBE THE COMMUNICATION PROCESS USED TO NOTIFY THE CITY OF AN ASSIGNED TEMPORARY STAFF'S ABSENCE;**

All of our temporary employee that will be working with City of Glendale will be sending a leave request to account manager and account manager will be coordinating with the City of Glendale representative to check for approval; Based on the approval granted by the City of Glendale, we would be approving the leave of the candidates. In case of some unforeseen reason, a candidate has to be absent for a longer period, Abacus will be providing a replacement without any extra cost to City of Glendale.

SECTION 2.4.3 CAPACITY OF OFFEROR - KNOWLEDGE OF PHOENIX MARKET

SECTION 2.4.3.1 REFERENCES-1

Name of Client Organization	State of Georgia
Company/Client Contact Person Information:	Contact Name/ Title: Rebecca Vivas / Vendor Management Specialist
	phone Number (770) 903-9990
Contract Value/Type and Duration	Open/October 2012 Till Date
Services Provided/Scope of Contract	Staff Augmentation Services – IT and Professional, Administrative/Clerical Support Services,
Number of Employees Serviced	10
Description of Services	<ul style="list-style-type: none"> <li>• We have supplied a IT specialist for the positions Database Administrator who is having good skills in gathering and analyzing information or data on current and future trends of best practice.</li> <li>• Seeks information on issues impacting the progress of organizational and process issues.</li> <li>• He has good design, development, implementation and evaluation of automated information systems.</li> <li>• He has having good in manipulate raw financial data from various categories and classifications.</li> <li>• We have supplied Database Administrator to the State of Georgia.</li> <li>• This job is responsible to provide in producing project data architecture designs and deliverables.</li> <li>• Uses organizational systems that result in multiple critical activities to be identified and completed on time.</li> <li>• Creating and maintaining a repository of all data architecture artifacts; documentation of complete system, including but not limited to; system design, software installation, set-up and backup procedures, update procedures, systems transferred, location on hard drives and points of contact.</li> </ul>

**SECTION 2.4.3.1 REFERENCES-2**

<b>Name of Client Organization</b>	NCR Corporation
<b>Company/Client Contact Person Information:</b>	Contact Name/Title: Krissy Agurto / Program Manager
	phone Number (678) 808-5357
<b>Contract Value/Type and Duration</b>	3.5 Million Per Year/ September 2007 Till Date
<b>Services Provided/Scope of Contract</b>	Staff Augmentation Services – Information Technology, Finance/Accounting, Administrative, Technicians, Engineering, HR and Professional.
<b>Number of Employees Serviced</b>	50 Per Year
<b>Description of Services</b>	Abacus has been a trusted partner of NCR Corporation (NCR) for over five years. At NCR, Abacus is the largest supplier of personnel and has had great success in maintaining client and employee satisfaction. At NCR, we staff positions in all IT (Software Application services) Engineering, HR, Finance/Accounting, Technicians, Administrative, Professional and Technical. The scope of the above project began in 2006 and is presently active

**SECTION 2.4.3.1 REFERENCES-3**

<b>Name of Client Organization</b>	State of Michigan
<b>Company/Client Contact Person Information</b>	Contact Name/Title: Joleen Woof / Program Manager
	Telephone Number (734) 542-4326
<b>Contract Value/Type and Duration</b>	Open/September 2012 Till Date
<b>Services Provided/Scope of Contract</b>	Staff Augmentation Services – Information Technology, Finance/Accounting, Administrative/Clerical IT and Support Services.
<b>Number of Employees Serviced</b>	2
<b>Description of Services</b>	Abacus has been a trusted partner of State of Michigan for over five years. We have provided them with extensive service for the past 5 years. The service that we offered provided them with a series of qualified candidates. Within the State of Michigan, we had placed additional employees due to the superior customer service and benefits that we offer. Many employees at this Corporation have noticed the satisfaction of our employees and have requested to be represented by our team.

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**SECTION 2.4.3.2 OFFEROR SHALL DESCRIBE THEIR KNOWLEDGE OF THE PHOENIX MARKET****Abacus Response:**

Abacus is a nationwide staffing company with license to conduct business with every state of America. we have a healthy list of clients, we are serving successfully from the phoenix our client list includes clients; State of Arizona, State of Arizona IT, General electric, Coca-Cola and Tyco. Our experience of serving clients in phoenix ensures successful delivery of City of Glendale Objects mentioned in the RFP document.

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**SECTION 2.4.3.3 OFFEROR SHALL DESCRIBE THEIR TURNOVER RATE OF TEMPORARY ASSIGNMENT EMPLOYEES AND RETENTION RATE FOR RECRUITMENTS****Abacus Response:**

Our turnover rate is 8% of assigned employees and we offer high retention rate to our employees because The employee hiring, training and retention process at Abacus is implemented in a manner that will deliver candidates that are consistent and qualified for placement. We will provide an Abacus Team that will provide with City of Glendale promptness and a personal dedication to each job order.

*Technical Response to RFP 16-42 for Technical Recruiting & Staffing***SECTION 2.4.4 PLACEMENT GUARANTEE**

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**SECTION 2.4.4.1 OFFEROR SHALL DESCRIBE THEIR PLACEMENT GUARANTEE****Abacus Response:**

For any requirement, Abacus will provide 3 screened profiles to choose from, within 72 hours from the request will be received. Shortlisted candidate by City of Glendale will be further processed for Background and other verifications requested by the city before extending any offer to the candidate. We guarantee to fill 98% of position within 72 hours on successful verification of selected candidate

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**SECTION 2.4.4.2 OFFEROR SHALL DESCRIBE THEIR PROCESS TO ADDRESS A SITUATION WHERE THE CITY IS NOT SATISFIED WITH THE TEMPORARY STAFF PLACED;****Abacus Response:**

Abacus offers the City a one-week guarantee. If a candidate was found to be unacceptable during the one-week time period, the candidate would not acquire a cost. We honor the standards set forth by our clients and accept the responsibility of any candidates that are found to be unacceptable.

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**SECTION 2.4.4.3 OFFEROR SHALL DESCRIBE THEIR PROCESS AND REPLACEMENT POLICY TO ADDRESS A SITUATION WHERE A TEMPORARY STAFF POSITION LEAVES PRIOR TO THE END OF THE ASSIGNMENT****Abacus Response:**

Our recruiters explain about the duties and responsibility at the time of interview to the candidate, and also discuss the comfortability with the location and contract duration. This helps us to reduce the risk of a replacing a candidate in the mid of any engagement. In rare case, for some unforeseen reason, if a candidate leaves, we have a process of providing a replacement on top priority (Within 3 Working days) at no additional cost to the city.

**EXHIBIT B**  
**TECHNICAL RECRUITING & STAFFING**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Temporary Technical Staff Positions: Abacus shall charge the City 38% on top of the candidate's hourly rate as reflective on the attached Exhibit B.

Direct Hire: Abacus shall charge the City a 16% fee for all Direct Hire staff as reflected on the attached Exhibit B..

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$300,000 for the entire Term of the Contract.

**DETAILED PROJECT COMPENSATION**

The City may use this Contract to fill certain IT positions across all departments. The attached Exhibit B provides additional information for how the direct hire and temporary technical staffing positions will be calculated.

SECTION 2.4.5/5.0 PRICING STRUCTURE

EXHIBIT B

SECTION 5.1 DIRECT HIRE

Technical Job Title	Approximate Phoenix Market Annual Salary(USD)	Rate (Percentage Charged to City)	Current Candidate Pool Available
Systems Analyst 1-3 Year EXP	\$60,000	16%	5
Systems Analyst 4-7 Year EXP	\$72,000	16%	8
Systems Analyst 8-10 Year EXP	\$88,000	16%	4
Systems Administrator 1-3 Year EXP	\$64,000	16%	6
Systems Administrator 4-7 Year EXP	\$74,000	16%	12
Systems Administrator 8-10 Year EXP	\$84,000	16%	4
Network Engineer 1 -3 Year EXP	\$78,000	16%	7
Network Engineer 4 -7 Year EXP	\$80,000	16%	9
Network Engineer 8-10 Year EXP	\$90,000	16%	5
Database Administrator 1-3 Year EXP	\$80,000	16%	15
Database Administrator 4-7 Year EXP	\$90,000	16%	10
Database Administrator 8-10 Year EXP	\$100,000	16%	4
Network Engineer (SCADA Experienced)1-3 Years EXP	\$80,000	16%	10
Network Engineer (SCADA Experienced)4-7 Years EXP	\$88,000	16%	8
Network Engineer (SCADA Experienced)8-10 Years EXP	\$96,000	16%	3
Control System Engineer 1-3 Year EXP	\$77,000	16%	13

Technical Job Title	Approximate Phoenix Market Annual Salary (USD)	Rate (Percentage Charged to City)	Current Candidate Pool Available
Control System Engineer 4-7 Year EXP	\$86,000	16%	8
Control System Engineer 8-10 Year EXP	\$96,000	16%	4

EXHIBIT B

SECTION 5.2 TEMPORARY TECHNICAL STAFF

Technical Job Title	Technical Job Description	Able to provide candidate in X days	Candidate's Hourly Rate	Mark up	Total Rate Charged to the city
Systems Analyst	1-3 Year EXP	3 Days	\$30	38%	\$41.40
Systems Analyst	4-7 Year EXP	3 Days	\$36	38%	\$49.68
Systems Analyst	8-10 Year EXP	3 Days	\$44	38%	\$60.72
Systems Administrator	1-3 Year EXP	3 Days	\$32	38%	\$44.16
Systems Administrator	4-7 Year EXP	3 Days	\$37	38%	\$51.06
Systems Administrator	8-10 Year EXP	3 Days	\$42	38%	\$57.96
Network Engineer	1-3 Year EXP	3 Days	\$34	38%	\$46.92
Network Engineer	4-7 Year EXP	3 Days	\$40	38%	\$55.20
Network Engineer	8-10 Year EXP	3 Days	\$45	38%	\$62.10

**Technical Response to RFP 16-42 for Technical Recruiting & Staffing**  
**EXHIBIT B**

Technical Job Title	Technical Job Description	Able to provide candidate in X days	Candidate's Hourly Rate	Mark up	Total Rate Charged to the day
Database Administrator	1-3 Year EXP	3 Days	\$40	38%	\$55.20
Database Administrator	4-7 Year EXP	3 Days	\$45	38%	\$62.10
Database Administrator	8-10 Year EXP	3 Days	\$50	38%	\$69.00
Network Engineer (SCADA Experienced) 1-3 Years EXP	1-3 Year EXP	3 Days	\$40	38%	\$55.20
Network Engineer (SCADA Experienced) 4-7 Years EXP	4-7 Year EXP	3 Days	\$44	38%	\$60.72
Network Engineer (SCADA Experienced) 8-10 Years EXP	8-10 Year EXP	3 Days	\$48	38%	\$66.24
Control System Engineer 1-3 Year EXP	1-3 Year EXP	3 Days	\$38	38%	\$52.44
Control System Engineer 4-7 Year EXP	4-7 Year EXP	3 Days	\$43	38%	\$59.34
Control System Engineer 8-10 Year EXP	8-10 Year EXP	3 Days	\$48	38%	\$66.24

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SECTION 5.3 PAYMENT

The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.

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SECTION 5.4 TAX AMOUNT

Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

OFFEROR NAME: ABACUS SERVICE CORPORATION

**EXHIBIT C**  
**TECHNICAL RECRUITING & STAFFING**  
**DISPUTE RESOLUTION**

**1. Disputes.**

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

**2. Arbitration.**

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions.**
- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.