

**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 CYNET Systems, Inc., a Virginia 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 contract Term, 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:  
  
Cynet Systems, Inc.  
c/o Ashwani Mayur  
43480 Yukon Dr., Suite 202  
Ashburn, VA 20147  
703-349-5930  
ash@cynetsystems.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

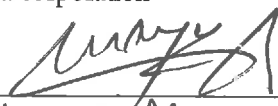
ATTEST:

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

APPROVED AS TO FORM:

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

Cynet Systems, Inc.,  
a Virginia corporation

  
\_\_\_\_\_  
By: Ashwani Mayur  
Its: CO-CEO

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

Cynet Systems Inc. shall provide technical recruiting and staffing services as described on the attached Exhibit A.



# CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

**SOLICITATION NUMBER:** RFP 16-42

**DESCRIPTION:** TECHNICAL RECRUITING & STAFFING

**PUBLISHED DATE:** APRIL 14, 2016

**OFFER DUE DATE AND TIME:** MAY 3, 2016, 2:00pm local time

**PRE-OFFER CONFERENCE:** APRIL 21, 2016 AT 2:00 PM  
The pre-offer conference will be held at City of Glendale, 5850 W. Glendale Avenue – Municipal Building, Third Floor, Conference Room 3A, Glendale, AZ 85301  
Attendance is not required.

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


Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Office Complex (City Hall) in the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be received and time/date stamped at the Engineering Department's window. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.


Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
**Purchasing - Materials Management Division**  
**5850 W Glendale Av., Suite 317**  
**Glendale, AZ 85301**  
**623-930-2868**  
[CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)

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

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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.



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## 2. SPECIAL INSTRUCTIONS

### 2.1 PRE-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 8) 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.

**3.5.1.3 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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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

	<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;">CITY OF GLENDALE  Materials Management  5850 West Glendale  Avenue, Suite 317  Glendale, Arizona 85301</p>
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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.

	<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><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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**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.



## 2.3.2 OFFER SHEET, Section 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.

<u></u>	<u>Cynet Systems Inc.</u>
Authorized Signature	Company's Legal Name
<u>Ashwani Mayur</u>	<u>43480 Yukon Dr #202</u>
Printed Name Address	
<u>Vice President</u>	<u>Ashburn, VA, 20147</u>
Title	City, State & Zip Code
<u>703-349-5930</u>	<u>866-838-0907</u>
Telephone Number	FAX Number
<u>Ash@cynetsystems.com</u>	<u>4/28/2016</u>
Authorized Signature Email Address	Date

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

<u>Arpit Paul</u>	<u>571-645-5910</u>	<u>866-838-0907</u>
Contact Name	Phone Number	Fax Number
<u>Arpit@cynetsystems.com</u>		
Email Address		

FEDERAL TAXPAYER ID NUMBER: 27-3776771

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

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

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

### DIRECT HIRE:

Technical Job Title	Approximate Phoenix Market Annual Salary	Rate (*Percentage Charged to City)	Current Candidate Pool Available
Systems Analyst	40k	20%	15
Systems Administrator	55k	20%	20
Network Engineer	75k	20%	35
Database Administrator	60k	20%	
Network Engineer (SCADA Experienced)	85k	20%	8
Control System Engineer	50k	20%	10
<b>Add additional positions (add new sheet if needed):</b>			
Java Developer	90k	20%	31
Programmer Analyst	60k	20%	22
SAP Consultant	100k	20%	28
Oracle DBA	75k	20%	24
VMWare Admin	80k	20%	20
Application Support- Help Desk Engineer	40k	20%	50
C++ Developer	95k	20%	15
Data Architect	120k	20%	10
IT Consultant	95k	20%	12
Network Architect	120k	20%	15

### TEMPORARY TECHNICAL STAFF

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
<b>Systems Analyst 1-3 Years</b>	Defines application problem by conferring with clients; evaluating procedures and processes, Validates results by testing programs & Provides reference by writing documentation	1 Day	\$35.00	25%	\$43.75
<b>Systems Analyst 3-6 Years</b>	Analysis, design, configuration, development, maintenance, on-going support of the Enterprise Data Warehouse utilizing IBM	1 Day	\$45.00	25%	\$56.25



	analytics tool suites, maintaining ETL processes and supporting applications deployed in a RHEL environment using IBM HTTP Server				
<b>Systems Administrator</b> <b>2-3 Years</b>	Manage DNS infrastructure, Plan, modify, and redeploy Active Directory, Support and maintain printers both local and network for all users, Traverse and operate in a virtualized server environment which includes VMware and Citrix XenServer, Maintain Antivirus infrastructure etc.	1 Day	\$40.00	25%	\$50.00
<b>Systems Administrator</b> <b>3-6 Years</b>	Responsible for effective provisioning, installation, configuration, operation, and maintenance of systems hardware and software, and related infrastructure, participates in technical research and development to enable continuing innovation within the infrastructure, ensures that system hardware, operating systems, software systems, and related procedures adhere to standards; ensuring maximum productivity for IT staff and users.	1 Day	\$45.00	25%	\$66.25
<b>Network Engineer</b> <b>3-5 Years</b>	Management and troubleshooting of firewall and switches, Layer 1 through 7 WAN and LAN troubleshooting, Manage and maintain network and system security logs collection, correlation and reporting, Wireless and wired network management, Work with Engineering, and Operations teams to define and document network standards and architecture	1 Day	\$45.00	25%	\$66.25
<b>Network Engineer</b> <b>4-6 Years</b>	Designs, configures and upgrades network infrastructure, including switches, routers, access points, firewalls, VPNs, load balancers, wireless infrastructure, servers, storage and other related appliances, Designs and implements network guidelines and performance (QoS, Security, Network Monitoring) and	1 Days	\$50.00	25%	\$62.50



	create/maintain network records, drawings, and documentation, Works with third-party carriers, vendors, and suppliers to resolve network issues and plan for growth				
<b>Database Administrator</b>  <b>1 – 3 Years</b>	Maintain ERP master data including new item setups, bom's & routings, Coordinate data updates for program transfers between internal locations under the guidance of the Senior Database Administrator, Ensuring data integrity and following proper policies and procedures with regard to updates in the database, Maintain MongoDB instances and infrastructure for a massive, high-throughput transactional system, Troubleshoot performance optimization in MS SQL 2005/2008/2012 databases and stored procedures as well as MySQL and MongoDB, Backup and restore procedures for SQL Server, MySQL and MongoDB databases using various backup strategies	1 Day	\$40.00	25%	\$50.00
<b>Database Administrator</b>  <b>4-6 Years</b>	Configuration, management, monitoring, maintenance and troubleshooting of SQL Server 2008 R2 and newer MSSQL databases, supporting MySQL, PostgreSQL, MongoDB or NoSQL environments, Manage SQL Clustered and high availability environments, Manage, design and implement database backup, recovery and high availability strategy, Develop and maintain T-SQL procedures, views, functions, and other scripts in support of product development, customer reporting, and database administration requirements.	1 Day	\$48.00	25%	\$60.00
<b>Network Engineer (SCADA Experienced)</b>	Conducting complex network system administration and design engineering activities to maximize network connectivity and capacity, Forecasting network / equipment needs and recommending appropriate configurations, Planning, ordering, programming	2 days	\$58.00	25%	\$72.50

	and deploying network radios and components, Forecasting network / equipment needs and recommending appropriate configurations, Providing technical leadership and expertise to less experienced customers and engineers, Provide maintenance and troubleshooting for client-site networks, Performing cost justification studies				
<b>Control System Engineer</b>  <b>4-6 Years</b>	Development and implementation of attitude determination and control algorithms, anomaly resolution, spacecraft telemetry trending, and generation/validation of operational products related to attitude determination, responsible for performing technical analysis to support flight operations and inform design decisions for future spacecraft, build ground testing equipment for concept validation and have the opportunity to take designs from scratch to space operation etc.	1 Day	\$40.00	25%	\$50.00
<b>Add additional positions (add new sheet if needed):</b>					
<b>Java Developer</b>  <b>2-4 Years</b>	Design and implementation of RESTful web service APIs for use by both internal and external developers, Design and implement data transformation processes to prepare data for use by the API, Follow existing standards and conventions of our API platform and help drive future conventions, Provide production support, including on-call support as required	1 Day	\$40.00	25%	\$50.00
<b>Java Developer</b>  <b>4-7 Years</b>	Participate in the entire development life cycle, from concept to release, Implement new features and improve the ones already built, Participate in all phases of quality assurance and defect resolution	1 Day	\$50.00	25%	\$62.50

<b>Programmer Analyst</b>  <b>2-4 Years</b>	Efficient programming and testing of all new system and programs, Updating existing programs and assisting operations in resolutions of error, Providing training on informational tools and systems available, Evaluating and recommending program changes	1 Day	\$55.00	25%	\$68.75
<b>Programmer Analyst</b>  <b>4-7 Years</b>	Write custom reports and test functionality (with ACCESS AND .NET), Write code to create single-threaded or user interface event driven applications, including: Stand-alone, those which access servers or services, create queries, design Macros and VBA programming, Design, implement, and test database schemas, Maintain stored procedures and monitor activity in SQL server, Maintain AS400: Add users, reset workstations, clear queue-based subsystem, Support manufacturing, purchasing, sales, R&D and finance on any existing or new projects.	1 Day	\$55.00	25%	\$68.75
<b>SAP Consultant</b>  <b>4-6 Years</b>	Perform difficult maintenance and problem handling activities and requested Time and Materials Basis Consulting, Accurate and timely time reporting, Provide recommendations and guidance for the tuning and optimization SAP landscape, Manage the SAP router configuration for SAP support, Develop and maintain clear and concise documentation	1 Day	\$60.00	25%	\$75.00
<b>Oracle DBA</b>  <b>6-8 Years</b>	Install, setup & configure Oracle 11g and 12c databases, administer and troubleshoot Oracle databases including security patching, SQL tuning, capacity planning, and schema design, Perform Oracle Grid Control installation, configuration (Monitoring and Provisioning), patching and maintenance, Perform backup and recovery procedures using RMAN,	1 Day	\$50.00	25%	\$62.50



	implement, maintain, and monitor Data Guard etc.				
<b>Oracle DBA</b> <b>7-12 Years</b>	Provide technical guidance to development and DBA team for the Oracle Database, Oracle E-Business Suite, Oracle Business Intelligence and Oracle Fusion Middleware, Lead Oracle database and application infrastructure projects, Mentor the DBA team members, Ensure SLA, SOX and compliance standards are met in all the work performed, Install, maintain & setup Oracle Enterprise Manager (OEM) monitoring framework, Document and maintain all DBA processes and procedures, Be available 24x7 for production on-call, participate in on-call rotation and weekend maintenance work	1 day	\$55.00	25%	\$68.75
<b>VMWare Admin</b> <b>2-4 Years</b>	Oversees, plans and provides support for highly complex system and database administration, Coordinates with client management to formulate highly complex technical solutions, Identifies solutions based on client needs, Evaluates products and upgrades for appropriateness of cost and compatibility, Oversees and implements system upgrade strategies, Leads the design, implementation and maintenance of highly complex solutions, Conducts capacity planning reviews with management and approves capacity plans formulated by junior personnel.	2 Days	\$35.00	25%	\$43.75
<b>VMWare Admin</b> <b>7-10 Years</b>	Responsible for configuration, design, maintenance, monitoring, and support of the overall VMware environments including Corporate and engineering clusters, managing documentation and policy and procedure compliance for IS systems related to the VMWare environment, participate in technical cross-functional meetings, strong commitment to process and understanding of	2 Days	\$55.00	25%	\$68.75

	change and configuration management principles				
<b>Application Support- Help Desk Engineer</b>  <b>1-3 Years</b>	Providing On site customer support, Web application helpdesk support, Quickly understand and troubleshoot large scale applications, Troubleshoot application issues with end users, Assist with application deployment installation, Test new application releases	1 Day	\$25.00	25%	\$31.25
<b>Application Support- Help Desk Engineer</b>  <b>3-5 Years</b>	Perform first level problem determination to identify and isolate failure point including hardware, network, application, training and / or documentation, Work as part of a high performance support team to ensure that system enhancements and defect corrections work properly and meet the user's requirements, Resolve product support questions, issues, and failures, Maintain strong adherence to Service Level Agreements, Review and update knowledge base and technical support documentation to reflect current technical information on product, Support organizational metrics to indicate individual and departmental performance to requirements.	1 Day	\$35.00	25%	\$43.75
<b>C++ Developer</b>  <b>3-5 Years</b>	Write stable, robust C applications and libraries for a variety of platforms, Engage in reverse engineering of existing applications and libraries, Audit the code of peers for potential flaws and security concerns, Thoroughly document, in a manner suitable for widespread publication, results of research and development efforts	1 Day	\$50.00	25%	\$62.50
<b>C++ Developer</b>  <b>5-7 Years</b>	Senior design lead for the global options execution platform; proposing design ideas, gaining consensus across the global team, ensuring non-functional requirements are met, Delivering solutions which are operationally stable, Leading and responsibility	1 Day	\$55.00	25%	\$68.75

	for delivery of key functionality initiatives within the platform, Contribute to the global options execution platform vision and play an instrumental role in shaping the future of technology for the group, Collaborate with remote development teams to implement trading frameworks, algo containers and automated testing solutions, Establish software development and project execution standards across the team, Develop the low latency co-located execution platform – primarily C++ and low latency messaging				
<b>Data Architect</b> <b>5-7 Years</b>	Participate in the creation and analysis of business functional requirements, provide guidance on how to meet the requirements, translate them into technical design specifications, and deliver a solution, Provide proven communication, analytical, and problem solving skills to help support the requirement, design and development process, and to ensure that the project deliverables are met according to specification, Develop applications in accordance to business requirements, specifications, industry best practices, and departmental development standards	1 Day	\$70.00	25%	\$87.50
<b>IT Consultant</b> <b>5-6 Years</b>	Analyze and trouble-shoot network communication failures/bottlenecks and escalate issues accordingly, Open trouble tickets and test with vendors or ISPs, Respond to network events, diagnosis and provide analysis for resolution, Create and update trouble tickets using ConnectWise ticketing system, Interface directly with customer(s) to resolve network events, Lead and mentor junior Customer Support Engineers on Managed Service products and methodology, Provide information, analysis and reports required and	1 Day	\$50.00	25%	\$62.50

	requested by the Manager, Strong troubleshooting tactics and experience are required to quickly understand an issue as it is reported by the customer, and take actions based on knowledge and experience to assist the customer in finding and resolving the cause. Recognizing 'red herrings' and isolating the issue is essential, supporting WAN/MAN/LAN networks, designing, configuring, installing, supporting Cisco's CM, CME, IPCC and Unity.				
<b>Network Architect</b>  <b>5-6 Years</b>	Coordinate, communicate, and connect with remote peers as required, Collaborate on designs, and implement key company network systems for national and global needs, Evaluate current and foreseeable future requirements to determine appropriate solutions, Work with Project Managers to develop project plans and document and execute plans in a timely manner, Ensures systems are properly documented, controlled for change, and monitored for uptime and performance, Identify, develop, implement, and maintain high level industry standard and the best practices, Works with vendors and others to formulate designs, Develop and document new and existing designs and setups, Collaborate with other team members on technologies, concepts and standards	1 Day	\$65.00	25%	\$81.25
<b>Network Architect</b>  <b>8-10 Years</b>	Create High level and Low level Network design and Architecture, Create Standard Enterprise Architecture document, Create standard configuration templates for all cisco Network switches and Routers for all platforms for QOS, Network IP address design and optimization, Network Optimization and QoS design and implementation for Cisco Switches	1 Day	\$70.00	25%	\$87.50



	and Routers for all platforms, Create Configuration templates for Quality of service for all cisco platforms, Recommend monitoring of QOS and analyze the traffic to troubleshoot any QOS related issues, Routers and Switching infrastructure management & configuration, Manage and troubleshoot Wireless network, Design and implement wireless networks, Troubleshooting complex Routing and Switching problems and escalated incidents, WAN Interface, Protocol configuration and WAN Network Troubleshooting, Threshold configuration of Critical Devices.				
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**5.3 PAYMENT** The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.

**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:** Cynet Systems Inc.

**2.3.4 ADDENDUM, Return all addenda (if applicable).**

### Addendum

We have included Addendum 1 issued by the City of Glendale as requested in the RFP.





## SOLICITATION ADDENDUM

Solicitation Number: RFP 16-42      Addendum #1      Page 1 of 2

Solicitation Due Date: May 3, 2016      2:00 p.m. (Local Time)

**CITY OF GLENDALE**  
Materials Management  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-28XX

### 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-IB 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 Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
<b>Systems Analyst 1 – 3 years</b>	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.				
<b>Systems Analyst 4 – 7 years</b>	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.				



## SOLICITATION ADDENDUM

Solicitation Number: RFP 16-42      Addendum #1      Page 2 of 2

Solicitation Due Date: May 3, 2016      2:00 p.m. (Local Time)

~~CITY OF GLENDALE~~  
Materials Management  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-28XX

### 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: Cynet Systems Inc.

Address: 43480 Yukon Dr #202, Ashburn, VA, 20147, US

Authorized Signature: \_\_\_\_\_

Print Name and Title: Ashwani Mayur- Vice President



### 2.3.5 SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)

#### 2.4.1 EXPERIENCE AND QUALIFICATIONS

##### 2.4.1.1 Offeror's proposal should include:

- Company profile that details company history;

#### Company Portfolio

Cynet Systems Inc. is a certified Small, Woman & Minority Business Enterprise and a leading consulting firm incorporated in the state of Virginia and headquartered at Washington DC Metro area and hereby submits its proposal to support City of Glendale to provide Technical Recruiting Services under varied engagement models.

Cynet Systems specializes in delivering qualified talent across diverse skill sets and varied platforms and has been adding value to its customers' recruitment initiatives as a trusted diversity supplier. Our focus is on solving the unique recruitment goals for each customer tailored to match the business requirements and provide a transparent, quality process that gets results. At Cynet, we choose to empower our clients with customized recruiting solutions that fit our customers' unique needs. Our exceptional staffing and recruiting services over the past years have resulted in recognition and built reputation amongst our clients. We offer customized and comprehensive workforce solutions to complement your business and technical objectives. Over the years, our solutions have advanced to include not only latest technology but also the expertise and support to stay client- focused, understand their business issues and meet their business needs. Having placed thousands of professionals across wide-ranging industries, our proven staffing methodology allows us to engage with the best of the best that the industry has to offer.

We are specialists, successfully working with all strategic procurement models. Technologies and resource needs change over the years and our ability to adapt and provide the right resources who understand the industry and the pace at which it evolves is our differentiator. We are able to deliver the right staff, and the result is over 25% of our contractor staff being converted to full-time employees with our clients. At Cynet Systems, we are proud of the reputation we have received as a leading recruiting agency within the Accounting & Finance, Construction, Engineering, Information Technology, Supply Chain, Energy, Government sectors and Telecom. As the leader in the Staffing Industry, we are aware of our role in the markets where we operate, across industries and sectors, in all the phases of economic cycles. We constantly strive to uphold and foster the dialogue with our societal, governmental and business stakeholders to unlock the potential of our workers, clients and own solutions. Transferring knowledge on the integration, transition and matching of the right talent to the right job is a daily challenge that differs from gender to generation, to educational background as well as geographical and industrial conditions and belonging.

Cynet Systems wish to be at the top in the list of suppliers providing Contingent Workforce and therefore works in line with the expectations and guidelines of the client. We always work to provide quality results which benefit the end Clients.





## Our Services

Cynet Systems caters to leading companies operating in US with an unrivalled portfolio of Recruitment Solutions. Cynet has proven the value of strategic and performance driven partnerships by providing mutually beneficial services from full lifecycle staffing to vendor management. Following are the client specific services offered by Cynet systems:

### **Contingent Workforce Solutions:**

Cynet Systems provide customized plans for meeting the workforce needs of our Clients. We understand your requirements and provide you with a tailor made plan in order to meet your current and future needs. We pride ourselves on delivering high quality consultants who specialize in niche skill areas. Our army of recruiters has candidates for every position no matter what location you want the candidate to work. Cynet System's Contingent Workforce solution and Management helps in reducing cost and mitigate the risk.

### **Government Solutions:**

Cynet Systems has emerged as the reliable supplier partner for Federal/State/Local projects. Our specialists keep a check on the critical State requirements and work accordingly to provide the best resource for getting the job done. Our consultants with relevant security clearances further enhance our consultant pool to support our federal customers' projects.

### **SOW based projects**

We also provide SOW based project services that aim to eliminate risk and maximize returns by contractually defining the project scope, objectives, timeline and deliverables. We make sure that SOW engagements are efficiently and cost-effectively flowing through your organization. Our experts help the clients with their workforce needs from a single contractor to a team of resources.

### **Staff Augmentation**

Cynet Systems provide Staff Augmentation service to its Client which help them to achieve their Business Goals including faster speed-to-market, industry and technical experience that accelerates the quality and speed of development, and avoiding the cost and time required for internal training and skill development. We provide Contract, contract 2 hire and Direct Hire arrangements and make sure that there is a real time response to the requirements of our clients in respect to their location, technology and industry in which they are operating.

### **Application Consulting**

We, experts at Cynet Systems provide tailor made Application solutions for the clients. We help our clients in Developing and implementing IT strategies, evaluation of new technology option, Benchmarking and optimization of Application Systems and IT services.

### **Infrastructure Services**

Our Infrastructure Consulting services helps you develop a roadmap for building a flexible, responsive IT infrastructure aligned with your business goals. We help in delivering the following solutions:

- Enhanced Business-IT Alignment
- Improved IT performance
- Optimal Cost savings to release funds for strategic investments



## History

Cynet Systems Inc. was incorporated in the year 2010 by visionary entrepreneurs with decades of consulting experience in the consulting space under complex environments and has been in the Staff augmentation business for over half a decade now successfully delivering solutions in this space ranging from Contract Staffing (Short Term and Long Term contracts) to contract to hire and Direct Hire arrangements. Cynet has been servicing customers in the various verticals including but not limited to Information Technology, Engineering, Healthcare, Pharmaceuticals, Telecom and Government sectors for many years now and has developed unmatched competencies across these verticals to provide trained consultants equipped with the right knowledge and skill to deliver high quality technology solutions. Cynet Systems was established to provide a new definition to 'Strategic Partnerships' so that the organizations could gain vital access not only to our immense repository of both onshore and offshore resources but also to a citadel of critical industry knowledge built on invaluable experience and our unwavering commitment to excellence.

Since inception we have been matching talents with general skills to the needs of our clients across all the sectors of the industries. We have an efficient and responsive recruitment process providing flexible, customized solutions in both temporary and permanent placement. We believe in building long-lasting relationships with talents offering them continuity through successive placements, training and career development. We help our clients develop their long-term staffing strategies and secure the employees best qualified to meet the unique challenges they face. With its headquarters in Washington DC Metro area, Cynet Systems today stands as one of the leading supplier of Recruitment & Staffing Services and IT & Engineering Consulting in North America and Canada and has had various engagements with hospitals and healthcare organizations over the last few years.

## Core Values

At Cynet Systems, we keep our core values at the forefront of all our endeavors. Integrity, excellence, people and results are the driving force behind our continued success.

**Integrity:** Transparent in our dealings, unshakable ethics and never making promise we cannot keep. Without integrity we are nothing.

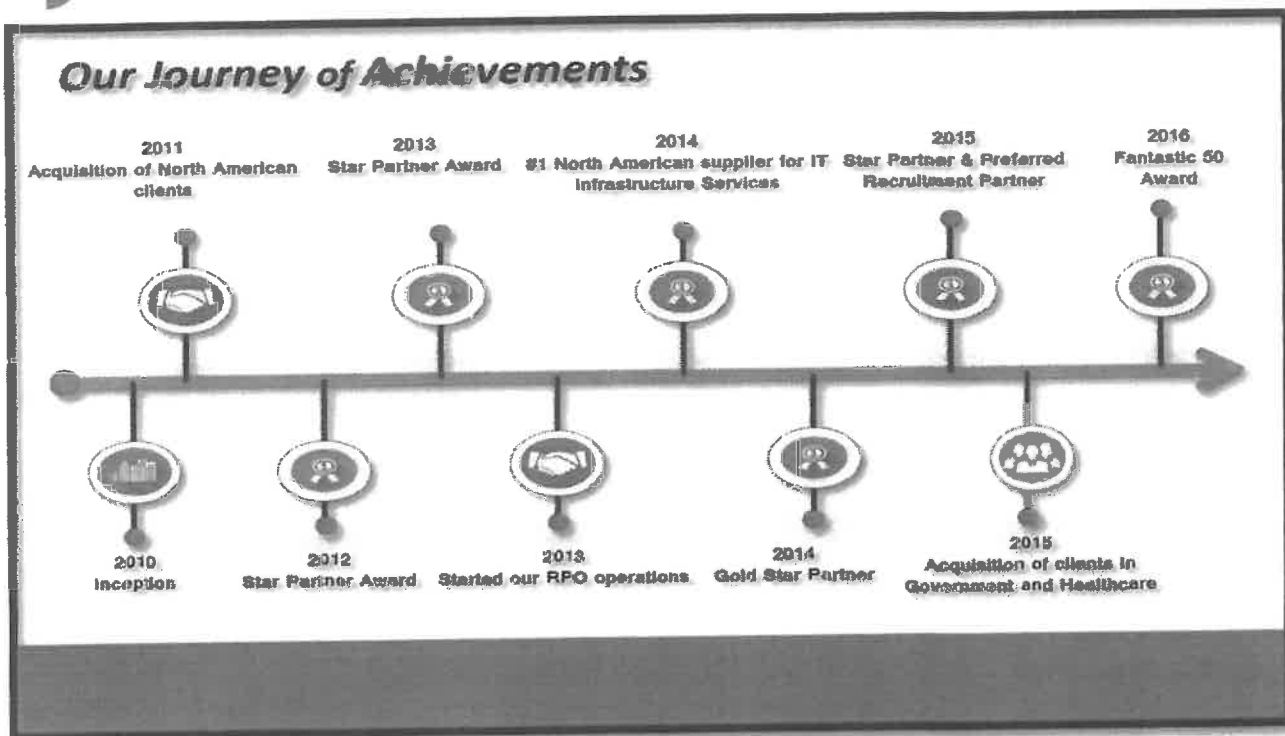
**Results:** Our staffing and consulting solutions create value for our clients. We listen and understand their needs and then deliver beyond their expectations.

**Excellence:** Our people are the foundation. We foster their creativity, show respect and value diversity and the constant pursuit of skill expansion and technical expertise.

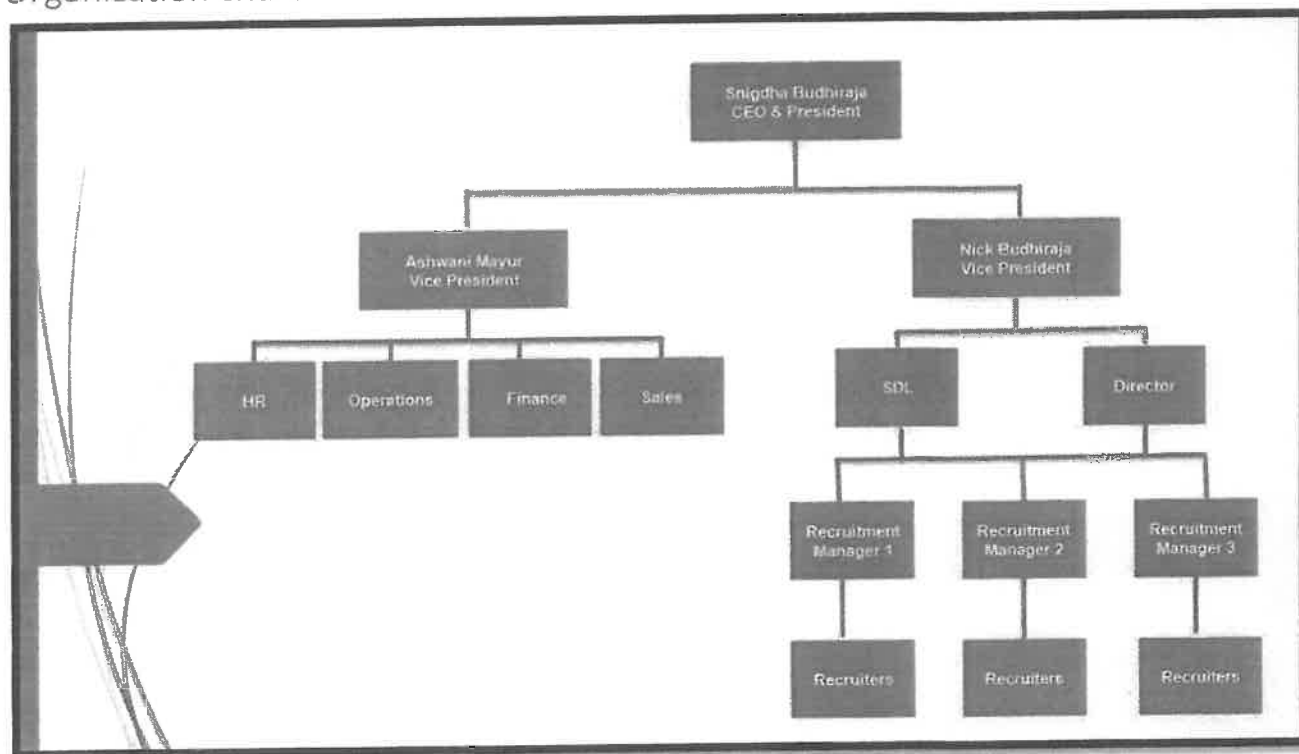
**People:** Delivering results through creativity, flexibility and expertise. We continually strive for excellence in all of our endeavors.

## Why Cynet Systems?

- ✓ Consultant Base of 500+ Highly qualified Consultants.
- ✓ Attrition Rate of less than 2%
- ✓ Project Completion Rate of over 97%
- ✓ Database of 10000+ qualified candidates.
- ✓ Team of 100+ Recruiters
- ✓ 100% YOY Growth for consecutive 5 Years.
- ✓ Excellent Consultant Benefits & Satisfaction Levels.
- ✓ Matured recruitment and Back Office processes.
- ✓ Extensive experience of working with top MSPs.
- ✓ High Fill Ratio



### Organization chart





## Business locations

Cynet Systems is located in US with its headquarters in Ashburn, Virginia. We have two Physical offices in US along with the virtual offices across different States catering the needs of the Clients all over the United States with 2 Off Shore development Offices in India. Cynet System is working hard to achieve the milestone with their presence in following locations and is aiming to expand their operations by the end of this year:

### HEAD QUARTER

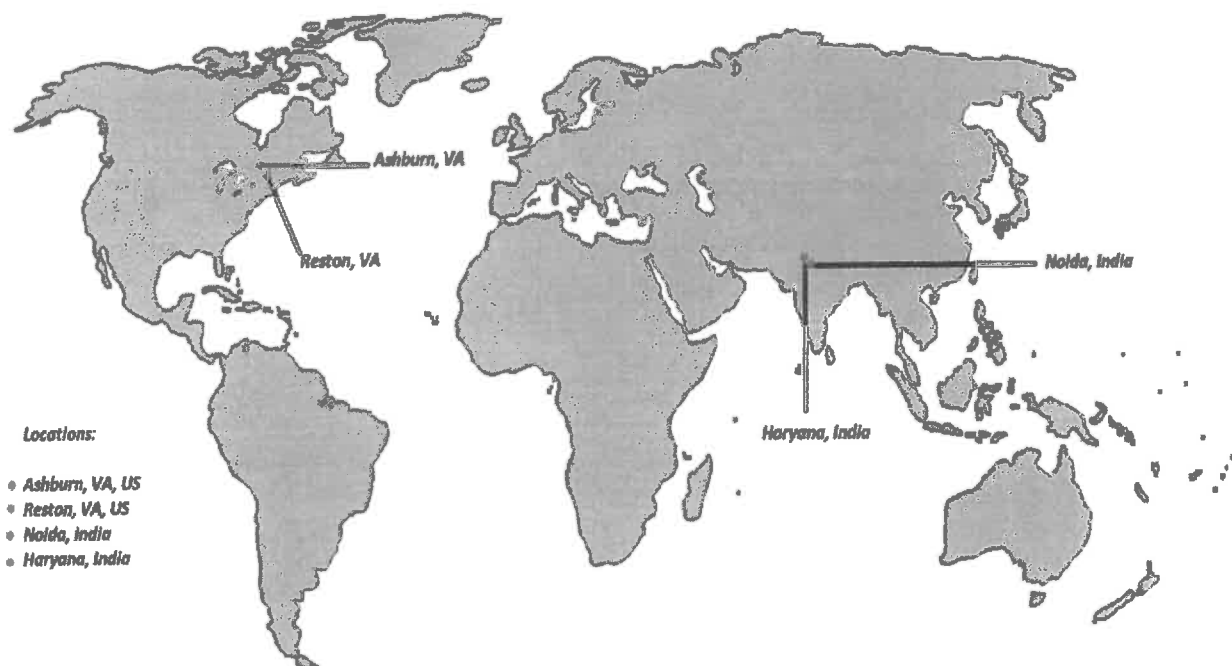
- Ashburn, Virginia, US

### Operations Office

- Reston, Virginia, US

### DEVELOPMENT CENTRES

- Noida, India
- Haryana, India



## Number of Years in business

Cynet Systems Inc. was incorporated on October 26<sup>th</sup>, 2010 with a vision to be a distinguished Staffing Company. Today Cynet Systems is highly regarded for its expertise and innovation in the staffing industry. With over 6 years of experience, it is a leading provider of permanent, contract and temporary staffing solutions. Having a strong understanding of today's marketplace and environment allows Cynet Systems to consistently exceed clients' expectations. Cynet Systems earns client trust and respect by placing the right individuals, and promptly solving their clients' requirements.



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

Cynet would engage the following key personnel who will be primarily responsible to deliver recruitment and account management expertise to the City of Glendale:

Name	Susan Varghese
Description	Susan is a leader at Cynet with a rich experience of 11 years in Talent Acquisition & Business Development Strategies focusing on being the #1 at Staffing & Recruiting. She is a HR Analytics specialist using data to make insightful & intelligent business decisions. Cynet under her leadership would also assign a dedicated recruitment team who would focus solely on City's requirements to deliver maximum support and avoid any delivery issues.
Role & Experience	<p>Having decades of experience Susan would be the Service Delivery Lead (SDL) for the City of Glendale and will be primarily responsible for the management of account. She hold expertise in the following verticals</p> <ul style="list-style-type: none"> <li>• IT, Engineering, Healthcare &amp; Life Sciences Recruiting</li> <li>• Technical Recruitment</li> <li>• Human Resources</li> <li>• Executive- Executive C-Level Recruitment- Leadership.</li> </ul> <p>She brings with her an extensive experience in:</p> <ul style="list-style-type: none"> <li>• Assessing, defining and implementing forward-looking business strategies within a fast-paced, ambiguous and results-oriented environment</li> <li>• Analyzing and reporting staffing, candidate, and industry trends and recommending actions</li> <li>• Monitoring staffing activity and implementing solutions to enable improvements</li> <li>• Developing short and long term staffing plans for a variety of clients in partnership with multiple stakeholders</li> </ul>
Length of Service With Cynet	October 2013 – till date

Name	Varun Gupta
Description	Varun is a seasoned Resource with an extensive experience of 11 years in Global Talent Acquisition, HR Management, Key Account Management, Global Resource Management, Marketing & Branding, Strategic sourcing/ Recruitment, Process Improvement, Headhunting, Consulting. He is managing HCL Infrastructure and Applications vertical and has been able to grow the account with his professional and dedicated approach. He brings with him a deep understanding of IT Services and has significantly contributed to establishing Cynet's footprints in the Infrastructure and Applications space.





<b>Role &amp; Experience</b>	<p>Varun Gupta would be primarily responsible for managing the requirements for the City. He hold expertise in the following verticals</p> <ul style="list-style-type: none"> <li>• IT, Healthcare</li> <li>• Technical Recruitment</li> <li>• Key Account Management</li> </ul> <p>He brings with him an extensive experience in:</p> <ul style="list-style-type: none"> <li>• Relationship building skills with both client and the candidates</li> <li>• Excellent negotiation skills</li> <li>• Orchestrating interviews by closely working with the clients</li> <li>• Global Resource Management</li> <li>• Technical recruitment involving sourcing, identifying, interviewing, screening, and submitting consultants for urgent requirements requiring industry expertise.</li> </ul>
<b>Length of Service With Cynet</b>	3.2 years

Name	Ron Gabba
<b>Description</b>	<p>Ron has total experience of 8 Years and is associated with Cynet Systems for over 3 years now and has been instrumental in establishing Cynet's footprints in the Infrastructure and Applications space. He currently oversees and manages Cynet's HCL and Infra account and ensures smooth business operations and also oversees the engineering vertical.</p>
<b>Role &amp; Experience</b>	<p>Ron would be the account manager for the City of Glendale and will be primarily responsible for daily operations of the account along with his team members. As an account manager he will lead the charge for maximizing business inside of the "market" of the account. He is a value creator and innovator who sees ways to increase value delivered to the account that others often don't. He holds expertise in the following areas:</p> <ul style="list-style-type: none"> <li>• Account management</li> <li>• Project completions</li> <li>• IT &amp; Engineering</li> </ul> <p>He brings with him an extensive experience in:</p> <ul style="list-style-type: none"> <li>• Excellent sourcing and recruiting skills</li> <li>• Relationship building and negotiation skills</li> <li>• Sales and Account Management</li> <li>• HR and administration control</li> </ul>
<b>Length of Service with Cynet</b>	3 years



<b>Name</b>	<b>Vidya K</b>
<b>Description</b>	Vidya has associated with Cynet Systems with over 10 years of experience in the IT and Healthcare space. She has been managing the HR and admin initiatives in the healthcare space for over 8 years and has added value to Cynet's healthcare segment with her rich industry knowledge and experience.
<b>Role &amp; Experience</b>	<p>Vidya would be the Team Leader for the City of Glendale's account and will be primarily responsible for daily operations and requirements with her team members. She hold expertise in the following verticals</p> <ul style="list-style-type: none"> <li>• Technical Recruitment</li> <li>• Human Resources</li> <li>• Project completions</li> </ul> <p>She brings with her an extensive experience in:</p> <ul style="list-style-type: none"> <li>• Excellent sourcing and recruiting skills</li> <li>• Coordinating interviews</li> <li>• Building and maintaining candidate pipelines</li> <li>• HR and administration control of the Hospital, including but not limited to day to day running of the place.</li> </ul>
<b>Length of Service With Cynet</b>	January 2014 – till date

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;

### Cynet Systems at a Glance

Cynet had started as an IT & Engineering consulting firm in 2010 specializing in IT Staff Augmentation and Contingent workforce solutions supporting customers in the Washington DC metro Area by leveraging its local account management support with its headquarters at Ashburn, VA. Today we have over 500+ W2 Employees and around 150 in house employees. We are continuously building our employee strength and aim to make Cynet a 1000+ employee company by the end of 2017.

Listed below are the Key locations of Cynet Systems:

Location	Responsibility
Ashburn, Virginia, US (HQ)	Sales and Account Management
Reston, Virginia, US	Operations and Account Management
Noida, India	Offshore Development Center/ Back Office Support
Haryana, India	Back Office Operations

Soon after our inception in the information Technology space we further specialized in IT Infrastructure Services, Application Services and Project Management Services. Over the years with our specialization in IT Infrastructure Services we have been recognized as **#1 Infrastructure Services Supplier in North America by one of the top 5 IT**



services companies in the world. This opened doors for Cynet in the Application space and today we are also supporting our customers in the Technology and Telecommunications space for their Application Services.

We deployed the candidates in various industries however majorly Cynet is a pioneer in placing candidates in IT, Engineering and Healthcare domain. With the team of expert Recruiters we have successfully satisfied the needs of our clients and due to the proven record we are in a process of writing history with such growth in a short span of time. Having specialized in the Information Technology staffing solutions we have been catering to wide ranging technologies and platforms and have consistently been delivering the best available talent across varied IT categories.

### Area of expertise

Having specialized in the Information Technology staffing solutions we have been catering to wide ranging technologies and platforms and have consistently been delivering the best available talent across varied IT categories. Cynet Systems sources only the best consultants for your project. We know you will be pleased with the consistency of quality and the fast turnaround times that our clients have come to expect from us. At Cynet we understand the importance of securing the right skills to support your infrastructure projects. We have the expertise required to help support and drive our clients goals related to:

IT Infrastructure
Enterprise SAN/NAS Storage
Datacenter Transformation
Network and IT Security
Virtualization and Private Cloud
Unified Communication
Converged Architecture
Service Desk Implementation
Capacity Optimization

HCL Americas, a global IT Services firm, is part of HCL Technologies, a \$6.7 billion IT Services company. Since joining their supplier partnership program in 2011, Cynet was awarded the coveted "Vendor of the Year" in 2012. Over the years, we have been recognized as their Gold Partner with **372 starts in 2014 and have filled more than 400 positions in 2015** across IT roles

IT Application
ERP
CRM
Project Management
Business Analysis
Web/Ecommerce
Cloud Computing
Data warehouse
QA/ Software Testing

With our Web Development services capabilities we have filled more than 1000 positions with our clients in this category across various job titles, Following is the partial list of positions for your reference that highlights our capabilities.

Web Development
QA
Web Designer
Web Developer
Web Writer
Open Source
Graphics Designer
Content developers
Specialized Subject Matter Expert

### Cynet Systems Extensive Experience in IT Staff Augmentation

Some of the IT professionals we have placed under the temporary and direct hire arrangements over the last one year are listed below:

Temporary	Direct Hire
Infrastructure Project Manager	IT Asset Management Specialist
AIX Administrator	Information Security Manager
Network Engineer	Helpdesk Support
Database Security Engineer	Active Directory Admin
Windows VMware Admin	MBD SME
Information Management Lead	Communication Coach
Data Center Support	Net Developer
Program Manager	Helpdesk Analyst
Project Manager	HP Tools Consultant
Network Security Admin	NI Test Engineer
SAP Help Desk Support	Voice & Accent Coach
SAP CRM/e-Services Test Lead	Solutions Architect
Oracle eCommerce Gateway and EDI Consultant	Desktop Support
SQL DBA	Associate Manager
Sr. Oracle DBA	Cisco Network Voice Engineer
Software Development Engineer	EMC Test Engineer
Storage Consultant	Data Center Operations Analyst
Project Coordinator	Command Center Analyst
Global Service Desk Manager	Program Manager
Sr. Windows Admin	VMware Architect
Systems Engineer	Set Top Box Engineer
IMS Test Engineer	Consultant
IT Project Coordinator	Automation Anywhere Developer
Technical Support Engineer	Technical Consultant
Wintel Engineer	Field Tester
Linux Admin	MAC Support Engineer
Dell Certified Desktop Support	Network Wireless Engineer
Helpdesk Analyst	ITIL Change Manager
Windows Clustering Consultant	ITIL Asset Manager
Service Now Consultant	CRM TPM Consultant
SQL DBA	Desktop Support Engineer
Technical Support Analyst	WLAN Engineer

Consultant	Dot Net Technical Lead
Polycom Video Engineer	Senior Navision Developer
Hyperformix Consultant	EUC Ops Manager
Sr. Oracle DBA	IT Infrastructure Architect
SUN IAM Consultant	DataStage Developer
IT Infrastructure Project Manager	Major Incident Manager
Technical Writer	HR Admin
Tivoli Workload Scheduler Engineer	Mainframe ISeries Consultant
Exchange Admin	Network Security Engineer
Service Desk Transformation Manager	Web Developer
IIS ADMIN	Service Desk Analyst
Oracle Apps DBA	Solarwind Admin
Hadoop Technical Architect	Adobe CQ Architect
VMWare Engineer	Datacenter Technician
Exchange Consultant	Risk Manager
Exchange Engineer	Telecom Field Engineer
Network Engineer	Exchange Admin
Oracle EBS R12 Financials Functional Lead/Solution Architect	Software Engineer - Microsoft Cryptography / CAPI / CNG
Citrix Architect	IBM XIV SAN Storage Admin
Software Consultant	Tivoli Storage Manager
Data Center Support	Sr. IT Manager
TWS Engineer	Admin Executive
Network Voice Engineer	DC Ops Monitoring
Project Manager	Infrastructure Solution Architect
Information Management Lead	Design Release Engineer
IM Lead	Network Systems Analytics Engineer
VMware VBlock Engineer	Java Lead
Technical Project Manager	Technical Recruiter
Datacenter Facility Management	Business Aligned Service Manager
Security Engineer	IMS Lead/Engineer
Data Center Specialist	Desktop Analyst
Citrix Admin	Lead System Integration Engineer
Document Controller	System Architect
Deskside Mobility Support Analyst	Command Center Technician
HR Admin	Deskside Engineer
Deskside Support Specialist	Windows Admin
Production Support Analyst	Field Test Engineer
Unix Admin	System Integration Engineer
Network Security Engineer	Android Developer
Production control Analyst	Automotive Consultant
Build and Release Engineer	LTS1009_3
Incident Manager	Systems Engineer
Network SME	FEA Engineer
Program Manager	Voice & Accent Coach (118999BR)
Sr. Java Developer	Windows VMware Admin
IM Analyst	Software Engineer
Oracle DBA	Windows Server Support Engineer

Data Center Technician	ITIL Problem Manager
Network Security Admin	Incident Manager
HP OO Process Automation Consultant	FTT Service Engineer
Document Control Lead	Analyst - F&A
Unix Script Engineer	Windows VMware Consultant
Build Engineer	Citrix Architect
SQL Server DBA	Infrastructure Project Manager
AIX Admin	ITIL Transformation Process Manager
Network Architect	Service Delivery Manager
Netbackup Admin	Citrix Administrator
Net Developer	ITIL Process Analyst
Project Manager T SQL Development	Platform Engineer
Active Directory Architect	SQL Server DBA
ASP Dot net Technical Lead	Cisco Voice Engineer
DB2 DBA	Strategic Sourcing Manager
Unix Automation Engineer	Java Developer
Dot Net Lead	Service Engagement Manager
IT Security Coordinator	Client Engagement Manager
Sharepoint Lead Developer	Disaster Recovery Lead
Desktop Support	Document Controller
Big Data Developer	HP Openview
Webmethods Admin	Pre-Sales Solutions Architect for MSO
Account Manager	Help Desk Analyst
Business Analyst	Sales Mgr
Network Manager	Sharepoint Architect
SAP - Pharma Compliance and Validation Manager	Project Manager
BMC Remedy Consultant	Sales Director
Oracle EBS Consultant	Technical SME
Desktop and Network Support	Power Electronical Lead
Bilingual field Tester	Principal/Solution Architect
Hadoop developer	Adobe AEM Consultant
SAP Help Desk Support	Document Control Lead
Billing Data Mapper	IM Lead
Service Order Data Mapper	IM Coordinator

### Recognition over the years:

With our unmatched and unbeatable services we have emerged as a trusted and valued supplier for our customers and have received various accolades from them. Some of the significant recognitions we have received as a result of our exceptional services are listed below:

- Star Supplier
- Gold Star Partner
- # 1 Infrastructure Supplier in North American Region
- Startup Award
- # 1 Fastest company in Virginia (Fantastic 50)

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

### **Similar Experience**

Cynet Systems has a rich experience supporting the government arena and has been leveraging its unmatched services to various state/local and federal clients. Our Government Solutions focus is the delivery of systems and processes designed to meet the unique needs of federal, state and local government agencies throughout the North America. We have been providing our government clients with a team of experienced consultants to manage contract performance and ensure consistent, high quality client service and project management services.

We specialize in recruiting and retaining the right personnel for work on government contracts. Our team has experience as a prime and subcontractor providing direct/indirect support to federal and state government offices and agencies and we maintain extensive relationships with large government contractors for work on their project needs. Cynet Systems has an extensive network of professionals across industry verticals including the government and with our outstanding performance we grow this network every day. We understand the importance of having a strong network of contacts and professionals to be able to deliver the best in today's highly competitive market.

We are a people and process driven organization. Over the years, we've perfected our processes to deliver maximum output with the highest levels of efficiency. We've done this with the help of cutting edge tools and technology. Our unique approach shrinks on-boarding time, provides flawless contract execution and delivers high quality professionals at a competitive price.

### **Cynet Systems' Major Clients**

Through our global presence, we help the following companies achieve consistency in their Human Resources needs, while equally serving smaller, local businesses in attracting hard-to-find resources with niche skill sets. Below is a partial list of our major clients where we have consistently placed hundreds of IT Consultants:

- USAA
- State of Colorado
- State of Georgia
- State of Oregon
- State of MN
- Department of Health
- Department of Transportation
- Department of Education
- UMUC
- HCL America
- L&T
- Medefis
- NTT Data
- Genesis Healthcare
- Virtusa
- Century Link
- Torrance Memorial
- PPR Consulting
- Disney
- Chevron
- Rockwell

**Our Capabilities**

Our commitment to the process of identifying quality candidates has made us one of the premier staffing agencies and we intend to leverage our National Staffing capabilities to the City of Glendale. We have a strong bench of candidates who could help us to fill the urgent requirements of the City in the Shortest TAT possible. The Bench Capability of Cynet Systems help the clients to hire prescreened consultants saving time in lengthy screening procedures. Following table depicts the bench capabilities of Cynet Systems which we intend to leverage to the City of Glendale:

Technical Job Title	Expertise	Bench Availability	Consultants Placed	No. of Placements (2015)
Systems Analyst	Strong	Strong	Yes	20
Systems Administrator	Strong	Strong	Yes	17
Network Engineer	Strong	Strong	Yes	20
Database Administrator	Strong	Strong	Yes	22
Network Engineer (SCADA Experienced)	Strong	Strong	Yes	8
Control System Engineer	Strong	Strong	Yes	22
Java Developer	Strong	Strong	Yes	24
Programmer Analyst	Strong	Strong	Yes	21
SAP Consultant	Strong	Strong	Yes	14
VMWare Admin	Strong	Strong	Yes	18
Application Support- Help Desk Engineer	Strong	Strong	Yes	55
Java Developer	Strong	Strong	Yes	20
Data Architect	Strong	Strong	Yes	13
IT Consultant	Strong	Strong	Yes	5
Network Architect	Strong	Strong	Yes	25
Data Center Support	Strong	Strong	Yes	22
Database Tester	Strong	Strong	Yes	17
DevOps Engineer	Strong	Strong	Yes	19
Hadoop Developer	Strong	Good	Yes	15
Helpdesk Analyst	Strong	Strong	Yes	35
Citrix Architect	Strong	Strong	Yes	22
Service Now Consultant	Strong	Strong	Yes	11
Unix Admin	Strong	Strong	Yes	15
Infrastructure Architect	Strong	Strong	Yes	17
Android Developer	Strong	Strong	Yes	12
Technical Writer	Strong	Strong	Yes	15
CCIE Network Architect	Strong	Strong	Yes	12
Checkpoint Firewall Engineer	Strong	Strong	Yes	17
Program Manager	Strong	Strong	Yes	20
Windows Engineer	Strong	Strong	Yes	10



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

At Cynet training is an integral and ongoing process. To keep the employees engaged, informed and updated we provide training to our temporary employees. Some of the trainings we deliver to our consultants are listed below:

- **Skills Training:** To increase proficiency needed to perform the job.
- **Quality Training:** To familiarize employees with the means of preventing, detecting and eliminating non-quality items.
- **Safety Training:** to minimize the injuries at work.
- **Promotional Training:** To enable employees to perform higher level jobs.
- **Refresher training:** To improve the efficiency of the employees and to acquaint them with method to perform their job better.

We believe the fact that Employees who sharpen their skills enjoy more promotions and positive visibility within their company. Taking the time to work on professional development is no longer an option – it's a must and therefore Cynet Systems also provide following Comprehensive individual training programs:

- **Service Now**

Cynet Systems offers Service Now Training which has shown exponential growth in the corporate world since its launch in 2003. It is outpacing legacy systems worldwide at a rapid rate. People want solutions that are easier and aligned with best practices, as well as systems that offer the best solutions.

- **Oracle Fusion Middleware**

Oracle Fusion Middleware offers a completely open and integrated approach in social, mobile and cloud technologies. Our comprehensive training in Oracle Fusion Middleware help consultants to move forward in their career by giving them the benefit of knowledge that this cutting edge software offers.

- **Remedy**

Cynet Systems also offers Remedy Software Training to its consultants. Remedy offers the latest Technology in social, mobile, analytics and Cloud computing

- **Flexible Training**

We at Cynet Systems understand the value of time. We developed our flexible training option to allow our consultants get training without any hassle. Flexible training is the most convenient solution for further training in a timeframe that works for the consultant. Under The Flex Training Option we offers traditional instructor led training in our own state-of-the-art training center or at a virtual location according to the consultant. With top-notch instructors and the blended learning approach of our flexible training service, we provide training on various IT Skills required at the Clients Site.

## 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;

Cynet Systems understands the terms and conditions stated in the RFP along with the City's expectations from the Vendor. We intend to leverage our IT Staff Augmentation experience and Capabilities to exceed the expectations of the City of Glendale.

Cynet Systems has a clear understanding that the City is looking for the responses from qualified firms to provide technical recruiting and staffing services with the goal to have a group of qualified firms that specialize in technical recruiting and staffing. We believe we are capable enough to provide candidates who are qualified in a variety of information technology positions on an as-needed basis.

Cynet Systems intends to leverage its Staffing capabilities for providing Service Desk, telecommunications, application, server, and network support to the City of Glendale and assures the City that Cynet Systems qualifies the Minimum requirements stated in Section 1.2.1

We understand the Recruiting requirements stated in the RFP in Section 1.2.2 and assure the City that Cynet Systems will abide by all the Special Terms and Conditions specified in section 3.0 of the RFP. Cynet Systems will provide the Placement Guarantee of 90 Days to the City in case the City of Glendale is not satisfied with the performance of the Consultant placed.

Cynet Systems have a clear understanding of the City's requirements and therefore will apply all the necessary systems and processes including Background checks and all the related candidate checks specified in the RFP for delivering the Best resources at a competitive price.

**2.4.2.2** Offeror's shall provide a communication plan between key personnel and the City of Glendale;

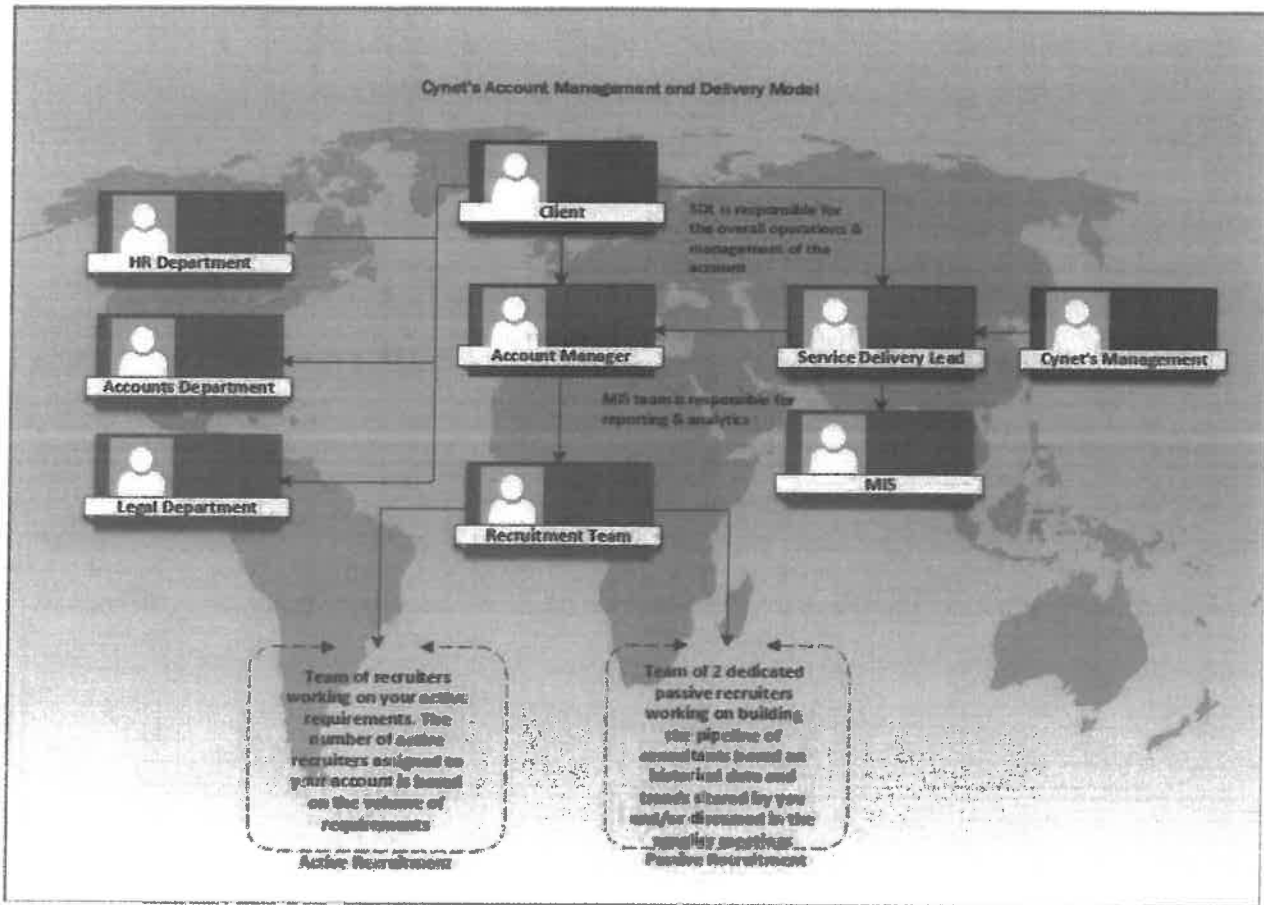
### Cynet System's Account Management Plan

At Cynet we would engage a dedicated team of resources to manage the requirements released by the City and assist them by providing the most qualified talent across HR and IT verticals.

Since we maintain a specialized team of recruiters across diversified industry verticals and platforms, we intend to provide the City with the team of recruiters specialized in IT recruitment to ensure that each submitted candidate is screened appropriately based on their domain expertise and thus reduces the time to fill per requirement. Also, with our proven processes we have been able to maintain a high submission to interview and placement ratio and we would like to extend our proven methodologies to the City to manage the temporary personnel requirements effectively.

Besides the above identified resources we would also assign a dedicated team of active and passive recruiters as identified in the proposed organizational chart based on the volume of the requirements shared by the City of Glendale.

We intend to leverage the following Prospecting to Delivery Model for managing the City's account which has been explained in the image below:



Following would be the roles and responsibilities performed by the Dedicated Cynet Team who would be working for your account:

Roles and Responsibilities	
<b>Management</b>	Cynet's Management and its representatives are responsible for overall operation and management of the National Accounts Program. They are responsible to approve the setup of all new programs internally and closely monitor the progress of the team. All the service delivery leads, either on-site or off-site would report to the management for reviews and progress reports. Management has the right to conduct reviews and quality surveys outside of pre-defined cycles. Management further plays a key role in implementing this 360 Degree feedback received from all stakeholders.
<b>Service Delivery Lead</b>	Service Delivery Lead is SPOC and is in charge of the account and monitors the overall progress of the account. SDL is responsible for attending all customer related meetings, vendor reviews, etc. SDL is also responsible for ensuring overall contract compliance and ensuring the compliance matrices are covered in the team meetings. He also shares a high level and a micro level overview of the contract w.r.t to SLAs (Service Level Agreements), contractor requirements and qualifications, Rate changes, start and end dates of engagements, etc. He is also responsible for the overall performance of the team under the PMO for the assigned account. This resource can either be on – Site (Customers Location) or Off Site (Cynet)

<b>Account Manager</b>	Account Manager will work closely with the SDL right from the requirement gathering stage until the closure of the position. AM will be well versed with the latest technology trends, sourcing tools like: VMS and other customer portals. He will maintain a good working relationship with the Client / MSP Managers. AMs are experienced in attending (with the SDL) vendor meetings, feedback sessions and are able to translate feedback into action to improve the productivity and quality. Cynet's account managers are also responsible for making sure that the candidate before submission is the right match and meets/exceeds all matrices described by the client. They screen the consultants based on Skills and identify if he fits the customers' culture. Their role primarily includes coordinating all client and SDL side activities and managing a team of resource managers recruiting for his client.
<b>Active Recruiter</b>	Every recruiter works on the positions diligently and with a dedication to find the best match. Active recruiters will screen and qualify consultants across skills for a given customer requirement. They will demonstrate the ability to negotiate rates, qualify the work authorization status and understand the consultant's technical and functional abilities and preferences. Recruiters will have complete working knowledge of job boards which includes, search type, job postings, folder maintenance etc. They will work on every available tool to source a candidate as per the client requirement keeping into consideration the timeliness and the quality and screen all the candidates received from different sources.
<b>Passive Recruiter</b>	Passive recruiters are engaged to review the historical data collected during vendor sessions, meeting evaluations etc. They would also collect data like the rates, experience levels and verification requirements etc. Based on these inputs a passive recruiter will use his skills to source and pre-screen consultants and build up a pipeline which can be used by Active Recruiters to shorten the turnaround time if a similar requirement comes up. We have observed that this model ensures that the delivery times are reduced by more than 55%. Every passive recruiter is also qualified and understands all aspects of traditional recruitment and best practices w.r.t compliance and quality.
<b>HR Personnel</b>	HR Personnel is responsible for coordinating all HR related activities and ensure that they monitor contractor compliance while on the project. They also are in charge of monitoring consultant's progress on the project and attend to all first level issues reported by the employee.
<b>Legal/Contracts Personnel</b>	Contracts Personnel is responsible for all the legal paperwork, employee/ employer relations, contractor compliance and client contract compliance. They ensure all documents like: MSA, Purchase orders, Work Orders, SOWs etc. are updated regularly. They further ensure work authorization related compliance and filings.
<b>Finance Personnel</b>	Finance Personnel is responsible for all Payroll and Invoicing related matter. They ensure timely payments to the consultant's w.r.t client side approved time cards. They are also in charge of invoicing and ensuring we comply with all client side policies regarding payment of fees etc.
<b>MIS Personnel</b>	MIS Personnel is in charge of all data collection and reporting activities. They provide real time data analysis to the management and the SDL to ensure we monitor the client performance in real time and work on areas of concern. They manage all reports w.r.t payments, escalation matters, requirements, resume counts, fill ratios, technologies worked on, team structures etc.

*All Accounts at Cynet are managed through our Prospecting to Delivery practice which ensures smooth flow of information within the account team and the client. Following points ensures effective communication throughout the contract term:*

### **SPOC**

We assign a **Single Point of Contact** which is SDL to the client who keeps interacting with the client throughout the contract term. This helps the client in avoiding any miscommunication and gives accountability to SDL to ensure smooth flow of information during the contract.

### **Communication modes**

Following modes are used for communication with the client:

- Email
- Phone
- In Person meeting

### **Communication Lines**

As an extension to the delivery model detailed in the earlier section, we have incorporated the lines of communication into our delivery model and process. The table below depicts the type of communication, frequency and ownership of communication. The actual communication frequency is set based on contractual terms and customers request once Cynet is on board as an approved vendor.

<b>Lines</b>	<b>Primary Comm. Point</b>	<b>Ownership</b>	<b>Mode</b>	<b>Frequency</b>
Contract Negotiations	Client	SDL	Email, Phone	Once during Contract Execution
On Boarding (Client)	Client	SDL	Email, Phone	Once during On Boarding
Engagement Reviews	Client	SDL	Email, Phone, In-Person	As Requested by Customer
Change Request	Client	SDL	Email, Phone	As Requested by Customer
Project Reporting	Client	SDL	Email, Phone	As per Customer/ MSP Guidelines
Issue Reporting & Escalations	Client/Consultant	SDL	Email, Phone	Based on Incident
On boarding and off boarding	Consultant	SDL, HR, Legal	Email, Phone, In-Person	During on/ off boarding
Performance Evaluation	Consultant	SDL, HR	Email, Phone	Quarterly
Status updates	Client/Consultant	SDL	Email, Phone	Quarterly
Policy changes	Client	SDL	Email	As Per Change
Payment and invoicing related	Client	SDL & Finance	Email	As Requested by Customer
HR Contact	Consultant	HR	Email, Phone	Monthly
Client Follow ups	Client	SDL	Email	As Requested by Customer
Consultant Follow ups	Consultant	SDL & HR	Email	As Requested by Consultant

Communication Type	Guaranteed Response time
Response to telephone or voicemail messages	Within 4 hours
Filling of routine temporary staffing requests	Within 24 hours
Reporting of temporary staff absences same day replacement if requested	Immediate. With our strong bench capabilities we would provide a replacement of temporary staff the same day if requested by the City.

Though at Cynet we consider every aspect in eliminating every incident which could cause a concern to our customers and make every effort to avoid any issues and follow proven practices to minimize complaint causing instances, yet in the event of any unforeseen event and/or under unavoidable circumstances we have an internal performance management systems and escalation matrix to resolve any complaint or issues that our customers might face. Below is the performance management, issue resolution and escalation process we follow to ensure successful execution of services.

Performance Management	
<b>Overview</b>	Cynet has internal performance metrics that we monitor and work on to ensure our candidates our performing as per the desired expectations of the client. We ensure that we participates in all vendor meets, consultant meets, project meets and other interactive and performance review sessions to better understand the issues if any.
<b>HR Team</b>	Our HR team reaches out to the consultants in every 2 weeks to review the progress and to ensure that the functional requirements are met throughout the engagement.
<b>Delivery Team</b>	Delivery team collects the feedback from the customer based on surveys, vendor meetings to ensure that the consultant is delivering his duties as per the requirements stated by the client. We collect feedback using survey monkey from our clients and candidates.
<b>Outcome</b>	This 360 degree evaluation of the consultants helps us in categorizing the overall performance of the consultant. If the consultants performs below to the level expected we provide technical mentorship and reference training to help him overcome the weak areas.
Dispute Resolution	
During feedback sessions with client if any concern/dispute occurs Cynet's delivery team ensures issue is effectively managed and resolved within the stipulated time. The team also ensures that all issues reported runs through the SPOC, maintaining a single line of communication. The delivery team escalates the issue to the concerned department and communicates the escalation procedures to the client.	
Escalation Process	
At Cynet we follow a 3 step issue resolution process which is defined below:	
<b>Level 1</b>	Issue reporting: Resource Responsible for the function should provide resolutions with in stipulated SLA's.
<b>Level 2</b>	Escalation to Functional Head: Issues not resolved in 24 hour timeframe are escalated to functional heads.
<b>Level 3</b>	Escalation to Management: Issues not resolved by the functional heads get escalated to the management. Management Representative will provide solution in consultation with other stake holders if necessary.

2.4.2.3 Offeror shall describe method and approach for recruiting technical talent;

## Recruitment Process

Cynet Systems has a rich experience of providing contingent workforce solutions to clients nationally. We have an ability to source the right match meeting the expectations of our customer. Cynet Systems applies its smart strategy

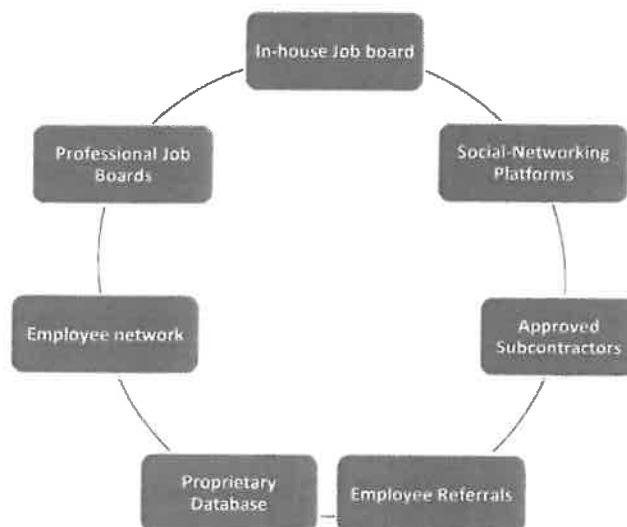
to find the scarce resources possessing the required skill set from the market and provide their resumes in stipulated time to the client.

We have a team of Active and Passive recruiters who keep a constant check on the availability of the experienced candidates in the industry. They are capable enough to source the right candidates through various sourcing tools and give special attention to the requirements specified by the client in respect of Skills and location of job.

Our recruitment process has been developed and designed considering the three vital elements of recruitment (Quality, shorter turnaround and delivery). In order to make sure that our clients do receive the best quality in the shortest time with a guaranteed delivery, Cynet utilizes 'Progressive Recruitment Process' to address any potential recruitment challenges that a customer may face. Progressive Recruitment Process (PRP) caters to hiring quality talent and help clients manage the resources in an efficient way.

Our progressive recruitment process also helps the consultants plan their career and move towards a pre-defined career goal. The 'PRP' is broken down in to two sections:

### 1. Sourcing Methodology



Our recruiters primarily reach out to the domains listed above to find the right match to the requisition raised. This helps us save time, evaluate more candidates for the same opening and have a healthy competition amongst the consultants.

**In-house Job board:** Cynet has developed an in house job board which has a viewership of more than 5000+ visitors a month. This job board is available to anyone on the internet and the viewership contributes and compliments our recruitment priorities and goals.

**Proprietary Database:** Cynet over the years have developed a database of more than 10000 prospective consultants. This database is maintained with respect to the location and the skill expertise of the consultant. The saves recruiter's time and help him evaluate more candidates.

**Employee network:** Cynet has an active and inactive employee network of more than 10,000 consultants. These consultants are connected with us through our Consultant Relationship Management team who keeps connecting with the past consultants through calls, mails and social networking platforms and keep themselves posted about

their professional preferences and career choices. The team manages and maintains a database of these consultants highlighting their availability, goals and interest, skill expertise, customer satisfaction report etc.

**Professional Job Boards:** Cynet Systems' Resource Management Group or the recruitment team is fully equipped with online recruitment solutions like: Professional Job Board ID's, Mass mailing software's etc. Our recruiters use following job-boards to source candidates:

- Monster
- TechFetch
- Dice
- Beyond
- JobDiva
- Indeed
- LinkedIn
- Career Builder

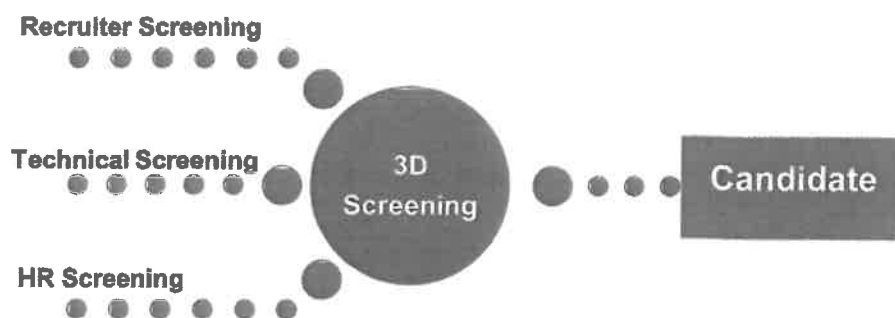
**Social-Networking Platforms:** Cynet's Consultant Relationship Management team manages and operates operational networking platform. We reach out and stay connected with our connections via LinkedIn, Twitter and Facebook. Our recruiters utilize these platforms to source quality consultants within our huge network.

**Employee Referrals:** Cynet has maintained a strong relationship with our consultant over these years through our Consultant Relationship Management team. Our team aggregates almost 30% referrals from our employees every FY year.

**Approved Subcontractors:** Our RMG Group manages 30 approved sub-contractors based on skill, servicing locations, years in business, payment terms and many other relationship-driving factors. We have worked with such companies in the past and have contracts signed with these consulting firms.

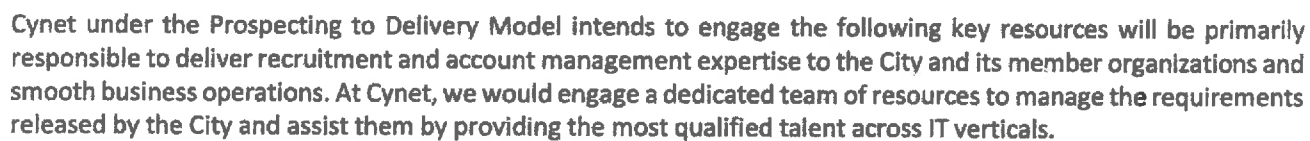
## 2. Screening Process

Every candidate selected during the sourcing process is considered for the requisition and goes through a three level screening process as explained below:



We have further explained our Recruitment process with the following image:





39 | Page CYNET SYSTEMS INC. | 43480 Yukon Dr. # 202, Ashburn, VA 20147

Our Active Recruitment Team use both traditional and nontraditional strategies such as use of cold calls, contests, former employees, group interviews, Internet searches, job offers to stellar employees of other businesses, mentors, most-wanted lists, previously overlooked applications, referral incentives, social networking sites and special-interest meetings. We believe that a successful recruitment strategy is the mix of the best traditional and traditional methods of recruitment and thus use a blended technique to source and recruit the best talent of the market in a short span of time.

#### 2.4.2.4 Offeror shall describe how a candidate's technical skills are identified, assessed, and validated;

As a leading-edge provider of It Staff Augmentation services to clients both small and large, Cynet Systems understands today's technology trends and directions — and maintain relationships with deeply skilled, highly proficient IT experts all over the United States. To ensure quality of the personnel we conduct various tests based on the nature of the job and client's requirements, however some of the common tests we run for our candidates are:

- Computer Proficiency
- Language Proficiency
- Aptitude Tests
- Task-specific job knowledge and skills

MIS team of Cynet Systems administers the technical screening where the assessment is done using Prove IT and Review Net to test the technical abilities of the consultant. The candidate under this screening is assessed on all the technical skill sets primarily to ensure the candidate is capable of performing the job requiring the niche technical skill. Assessment scores are relayed on customer request.

The Skills validation process also includes SME Screening which is done by the resources whom we on board after a formal vetting process. This vetting process includes testing, evaluation, in-person interviews, Skype interviews, review of current project status, past employment checks, certifications and reference checks. SME's conduct assessment of the shortlisted candidates to further ensure that the capabilities of the candidate match the requirement of the customer.

Our technical expert pool of SMEs are from an individual technical group like: ERP, Data warehousing, Microsoft Technologies, Java Technologies, etc. These SME's have been associated with Cynet Systems for a long time and are mostly involved at client sides on various senior level roles. They are certified in their individual technical space and have proven their technical abilities in the past. All our employees in our SME Pool come with at least 10 + Years of work experience. The technical screening involves the following: -

- Tech Check with the help of **questionnaires** developed in house
- Tech Check through a **3rd party testing company** like ProveIT.com, Brain bench
- Review of consultants **write up based** on the job description
- Review of any **sample work/ codes** etc. the consultants may have submitted

In order to asses specialized skills our HR team validates the candidate's skills and competencies through Aptitude test, Group Discussions, Skill tests, online tests, Personality test followed by process head and HR interview.

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:

At Cynet we follow a 3D screening process where every candidate before being submitted to the client goes through a stringent screening process. In order to ensure the candidate is not only a technical but also a cultural fit to our clients we conduct screenings by the recruiter, SMEs and the account manager.

Every candidate selected during the sourcing process is considered for the requisition and goes through a three level screening process as explained below:

- **Recruiter Screening**
- **Technical Screening**
- **Account Manager Screening**

1. **Recruiter Screening:** This screening does a first level screening and segregate qualified resumes from the total pool. At this stage the requirement is discussed with the candidate and the recruiter screening is done on the following matrices-

**Initial match:** Technical basics, verification of any relevant certifications and validity

- Availability: Location preferences and available dates for joining and interviews
- Work authorization: Paperwork qualification as per the job.
- Client Feedbacks: Feedback is evaluated from past assignments

2. **Technical Screening:** This stage involves where our technical domain experts engage with the shortlisted consultants to screen their technical abilities. Our technical expert pool consists of SMEs from an individual technical group like: ERP, Data warehousing, Microsoft Technologies, Java Technologies, EMRs etc. These SME's have been associated with Cynet Systems for a long time and are mostly involved at client sides on various senior level roles. All our employees in our SME Pool come with at least 10 + Years of work experience. The technical screening involves the following:

- Tech Check with the help of questionnaires developed in house
- Tech Check through a 3rd party testing company like ProvelT.com, Brain bench
- Review of consultants write up based on the job description
- Review of any sample work/ codes etc. the consultants may have submitted

3. **Account Manager/HR Screening:** Shortlisted resources, then move for HR Screening right after which they are submitted to the Clients for consideration against the requisition. AMs are responsible for the following:

- Overall screening - Technical and non-technical aspects
- Culture fit and Soft Skills screenings
- Soft Reference Check: All the consultants considered for final client submission and consideration also submit their last 3 references from any previous projects. Our Account Managers would individually choose any 2 of 3 references and contact them to get a consultant snapshot from his past employers.

**Additional Screening:** Based on customer requirements, Cynet Systems also conducts the following: -

1. Background checks
2. Drug Test
3. Criminal check - if required
4. Validate candidate's education and certifications

**2.4.2.5** Offeror shall describe their method of approach to tracking temporary staff attendance;

### Temporary Employee Attendance

At Cynet we maintain a centralized system to manage all the recruitment, staffing, attendance, payrolling and invoicing initiatives. We manage our consultant's attendance through our web based portal where all the consultants have to upload their timesheets and based on the approval from our clients we ensure that we would compute the salary accordingly. In addition, our W2 consultants are required to send their approved timesheets to our accounts department which ensures the authenticity of attendance captured in our Centralized Database.

These time keepings records include information regarding the employee, the work week, the hours worked each day, the basis of pay, the regular rate, straight time and overtime compensation, deductions and additions to wages, the applicable pay period, the wages paid each pay period, and the date of payment.

Our dedicated account management team is responsible for identifying the absenteeism issues and report directly to the client in advance. We have a dedicated SPOC who remains in touch with the consultants and assist them in their attendance issues. We always ask the consultants to raise a vacation request in our centralized portal after getting it approved from the Client in order to avoid any confusion.

Communication Type	Guaranteed Response time
Reporting of temporary staff absences same day replacement if requested	Immediate. With our strong bench capabilities we would provide a replacement of temporary staff the same day if requested by the City of Glendale

The guarantee above have been proposed based on our capabilities and proven record and we take every measure to ensure we meet our commitment, however in case of any unforeseen event if we are not able to meet any commitment we will notify the City immediately as soon as we are notified. To avoid any such issues we also have an escalation process where any unresolved query/issue which has not been addressed within the guaranteed time frame is escalated to the management thus involving them in providing a resolution to our customers.

A validated attendance information is important for billing purpose therefore the consultants of Cynet Systems are required to submit the timesheets twice in the following manner:

- Submit the timesheet with details through centralized portal of Cynet Systems.
- Send the Approved Timesheet to the accounts department after getting it approved from the Manager at Client Location.

**2.4.2.7** Offeror shall describe the communication process used to notify the City of an assigned temporary staff's absence;

Cynet Systems takes care of recording and reporting employee absences for our clients. We understand the requirements for reporting absences, early departures, and unscheduled absences to maintain efficient & effective operations and therefore undertake following steps to record and notify the City of an assigned temporary staff's absence:

- We instruct the Employees to record attendance and absences in our centralized Portal and Client Site attendance portal (If applicable)

- We ask the consultants to notify the immediate supervisors about the reason of absence who are responsible for reviewing and verifying attendance records.
- In case the Consultant is unable to notify the client supervisor, the Dedicated Account Manager for City of Glendale will notify the City about the absence of the consultant and the valid reason for the same.

Such notifications are usually written to avoid any future attendance issues. There may be several reasons for the employee's absence however we try to avoid frequent absenteeism and take the preventive actions in advance. We have incorporated an attendance policy for temporary employees which include all the necessary policies and procedures for taking both planned and unplanned leaves, recording and notification etc.

In case of frequent absence issues if the client wish to replace the consultant we are always open to provide a replacement of the absent consultant within a stipulated time. The replacement guarantee is mentioned in other sections of this RFP for your reference.

#### 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;

**With over 1000 consultants placed with various clients in Government, Healthcare & Life Sciences, Engineering, IT etc., Cynet has formed valuable partnerships with all of its customers and have a large network for clients who can vouch for our performance.**

We would like to propose the following client references whom we have supported in the government, IT and life sciences, engineering and commercial space:

##### Reference 1

Name of Organization	HCL America
Contact Name and Title	Praveena Chembottil- Resource Manager
Service dates	2011-Ongoing
Number of temporary positions filled	2500
Number of recruitments conducted and positions filled	4000

## Reference 2

Name of Organization	Larsen & Toubro
Contact Name and Title	Rima Issac- Talent Acquisition Specialist
Service dates	2011- ongoing
Number of temporary positions filled	800
Number of recruitments conducted and positions filled	2000

## Reference 3

Name of Organization	Virtusa Corp
Contact Name and Title	Vidya Raghavan- Manager
Service dates	2013- ongoing
Number of temporary positions filled	300
Number of recruitments conducted and positions filled	1200

## 2.4.3.2 Offeror shall describe their knowledge of the Phoenix market;

Cynet Systems is a nationwide provider of information technology and engineering recruiting and staffing services. We have built our business on a set of recruiting and business principles that ensure the success of our IT consultants and our clients. Among those principles are experience, honesty, reliability, intelligence and integrity. As experienced IT recruiters, we have worked directly within the industries that we now serve, both in government organizations and private companies. Our understanding of both the IT industry and the staffing and recruiting industries is at the core of our ability to perfectly serve our clients' interests. Rather than forcing the attention away from productivity, our contract and contract-to-hire IT staffing services are designed to take the human resources burden from the client so that they can focus on the bottom line. Because our business is built on the trust of our clients and candidates, we deal with all of our partners with honesty and fairness.

Identifying, evaluating and hiring top talent in the field of information technology can be a daunting task for human resources specialists and hiring managers. At Cynet Systems, our expert IT recruiters can make the process painless. We assist our clients by offering top-flight IT personnel in **Phoenix, Arizona** and throughout the U.S. IT employees and contractors are available to assist our clients on a contract, contract-to-hire and permanent placement basis and possess myriad technology- and programming-specific skills.

Cynet Systems has focused on forming lasting relationships with companies, organizations, and job candidates throughout United States and the surrounding communities. Our recruiters continually maintain their leading-edge recruiting knowledge by attending national seminars and workshops.

Cynet Systems' experience in staffing is based upon an extensive knowledge and understanding of the many factors that affect the workforce and workplace performance. At Cynet we are committed to understanding the workplace needs of our customers and employees and unite them in ways that result in ultimate performance and surpass end user expectations.

Because Phoenix is a burgeoning city with a well-developed business climate, there are a number of businesses in the region, including both high-tech companies and firms in other industries that require advanced internal IT processes and personnel. We seek to provide the highest level of expertise through our experienced coders, IT professionals and business analysts to Phoenix and throughout Arizona.

With many years of experience in the information technology staffing realm, the recruiters at **Cynet Systems** bring a level of expertise that is unparalleled in the industry. Over the years, we have provided technology staffing and hiring assistance to private companies, publicly-traded firms and government agencies in Arizona and surrounding areas. We know and understand the local business climate and employment market, and have a unique familiarity with area companies. Our IT contractors are all thoroughly screened prior to beginning a consulting arrangement and, in many instances, are available on a permanent placement basis.

**Some of the IT Skills for which we provide IT staffing:**

- |                     |                         |
|---------------------|-------------------------|
| ✦ Core Dossier      | ✦ Lawson                |
| ✦ EZ Subs           | ✦ C#                    |
| ✦ Crystal Reports   | ✦ Database Design       |
| ✦ DBA               | ✦ Database (DBA)        |
| ✦ CRM               | ✦ Network Engineer      |
| ✦ C++               | ✦ Network Administrator |
| ✦ Quality Assurance | ✦ Six Sigma             |
| ✦ XML               | ✦ RUP                   |
| ✦ C#.net            | ✦ PeopleSoft            |
| ✦ ADO.net           | ✦ .Net                  |
| ✦ Visual Studio.net | ✦ ASP.net               |
| ✦ Visual Basic (VB) | ✦ VB.net                |
| ✦ ASP               | ✦ ERP                   |
| ✦ Java              | ✦ Oracle                |
| ✦ J2EE              | ✦ SAP                   |

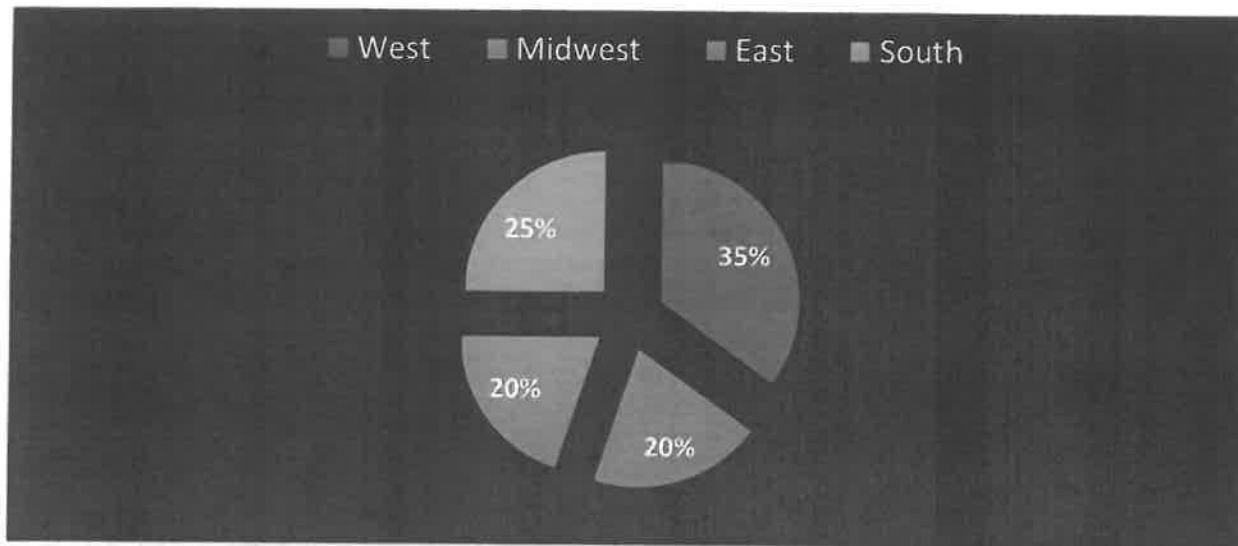
We have a deep network of local, regional, and national sourcing channels that permit us to secure the best talent available for our clients. Our broad experience base and industry-focused search consultants bring added value to those companies seeking to recruit top talent in the Arizona area.

Cynet Systems with a strength of around 1500+ Bench Candidates and 15 subcontractors available in Western and Midwest regions of United States has a capability of serving the Staffing needs of its clients in these regions. Cynet Systems is working with top leaders of the industry and are delivering quality results due to which Cynet is now a preferred supplier to most of its clients. We have successfully placed over 200+ consultants across these clients and about 1000+ consultants till date in Western region. We are supporting the following clients locally in areas surrounding Arizona:

Company	Location
Avnet	Arizona
Banner Health	Arizona
Intuit	Arizona
USAA	Arizona
CH2M Hill	Colorado
Frontier	Colorado
Western Union	Colorado
Caesars Entertainment	Nevada
Agilent Technologies	California
Amgen	California
Chevron	California
Cisco Systems	California
Gap	California

Gilead Sciences	California
HP	California
Molina Healthcare	California
Disney	California

## CONSULTANTS SPREAD ACROSS NORTH AMERICA



Cynet Systems intends to provide staffing and recruiting services throughout Arizona. Some of the other cities in which we could provide services in Arizona include:

- Phoenix
- Tucson
- Mesa
- Glendale
- Scottsdale
- Tempe
- Flagstaff

2.4.3.3 Offeror shall describe their turnover rate of temporary assignment employees and retention rate for recruitments;

At Cynet Systems our mission is to exceed expectations by providing exceptional temporary employees that deliver on our customer's production, quality, and safety performance standards. With 6 years of successful service, Cynet Systems is focused on serving a broad range of Fortune 1000 Companies in United States. Due to outstanding services and Temporary employee benefits, we have a turnover rate of less than 3% with a retention rate of 97%.



## 2.4.4 PLACEMENT GUARANTEE

2.4.4.1 Offeror shall describe their placement guarantee;

### Placement Guarantee

Cynet Systems identifies and recruits qualified candidates for satisfying the staffing needs of its renowned clients. Our Professional Placement Guarantee is prorated within a 90 day period. Our consultants stay in touch regularly with the clients and candidates during this three month period to help iron out any wrinkles. If the City of Glendale is not completely satisfied with the candidate that we provided, within a 90 day period, Cynet Systems will find a replacement at no extra charge. At Cynet Systems, finding you the perfect fit for your company is not only our goal, but it's our 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;

We at Cynet understand that no matter how much screening, reference checking and overall risk minimization is done throughout the process of choosing the right candidate, there is still always going to be an element of risk/circumstances out of control, that may result in the candidate initially chosen, not being able to fulfill the expectations of the position.

Cynet provides a replacement guarantee scheme under which standard 2 week performances warranty is offered for all the consultants from the start date of the project. In case the consultant is found to be unsuitable for the position and the client informs us of the same within the first 2 weeks from the start date, we replace the consultant with another suitable consultant who is better in terms of skills and knowledge, than the initial candidate.

PS: We shall not charge the client for the hours of the candidate so found unsuitable. We can also offer to not charge for the replaced candidate until the time he/she picks up work and comes up to the same level as the candidate he has replaced.

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;

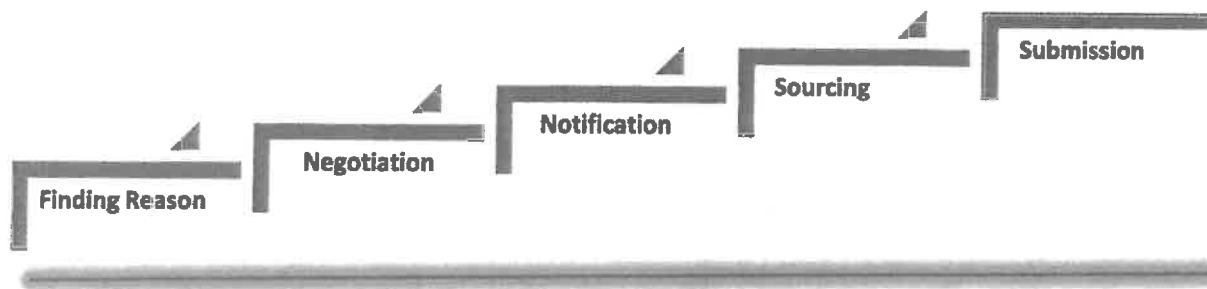
### Replacement Process and Policy

Over the years Cynet Systems have provided advanced solutions to its clients after understanding their business issues. Our Proactive and matured recruitment process and a team of highly experienced recruiters consistently meet and exceed our client's expectations and deliver exceptional results for our customers. Cynet Systems understands the occurrence of unforeseen circumstances and therefore remains ready with the solutions for all such issues that our client might face. Although Cynet has less than 2 % attrition rate but it understands the occurrence of unexpected events where we might have to fill the unexpected vacancies of candidates.

Our Experienced team of Active and Passive recruiters work dedicatedly in creating a pipeline of candidates for such urgent requirements. Cynet Systems has one of the largest Bench of candidates available on national basis that help us to **fill in a position within 24 hours**. We help our clients by sourcing and **providing resumes for the available position within 2 hours**.

At Cynet we understand that there could be an out of control element due to which the candidate might leave the project before completion. For any such instance **we provide an equally qualified replacement within stipulated time.**

Cynet Systems believes in 100% completion of the Projects and therefore have a dedicated Consultant Relationship Management Team that takes care of maintaining relations with the Consultants to avoid such cases of Consultants leaving projects before completion. As soon as our dedicated Account Manager receives a notification about the desire of the candidate to leave, we initiate the following process of backfilling the vacated position:

**Finding Reason:**

Our CRM Team reaches out to the consultant and find out the real reason behind the decision of the consultant leaving the project before completion. There might be different work related and/or personal reasons due to which the consultant might have decided not to continue with the client.

**Negotiation:**

Our CRM Team member during the process tries to negotiate with the consultant to allow sometime to find another replacement for the client in order to avoid the hindrance in the project. Negotiation is done keeping in mind the crucial importance of knowledge transfer with the replacement for the successful completion of the project.

**Notification:**

Once the negotiation is done, the Account Manager notifies the Client about the sudden vacancy created due to such unforeseen event of Consultant leaving the project. All the necessary information related to the reason behind leaving, Last date of consultant, formalities etc. are communicated for an easy exit of the consultant.

**Sourcing:**

Our Team of both active and passive recruiters' starts head hunting for the urgent position. Bench Candidates are always given preference as our Team creates a pipeline of qualified candidates on a regular basis after carefully evaluating the candidates for future requirements. Their focus is on finding a replacement at a same rate with the same or better qualifications. All the sourced candidates are carefully evaluated keeping in mind the recruitment parameters of the client.

**Submission:**

The Selected Consultant after going through the rigorous filtering sessions is presented to the Client and after final selection is introduced to both onsite and Offsite team. The replaced consultant is provided regular support and training so that he could quickly begin with his job and starts contributing with his skills and experience.

Our HR SPOC remains in constant touch with the consultants in order to avoid the issues which leads to such urgent Vacancies. Performance Evaluation and Training initiatives are adopted by Cynet Systems so as to ensure the satisfaction of both Consultants and Clients.

*Thank  
you*



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

**METHOD AND AMOUNT OF COMPENSATION**

Temporary Technical Staff Positions: Cynet Systems Inc. shall charge the City 25% on top of the candidate's hourly rate as reflective on the attached Exhibit B.

Direct Hire: Cynet Systems Inc. shall charge the City a 20% fee for Direct Hire staff. Exact percentages are 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.

**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.

## 2.3.3 PRICE SHEET, Section 5

## DIRECT HIRE:

Technical Job Title	Approximate Phoenix Market Annual Salary	Rate (*Percentage Charged to City)	Current Candidate Pool Available
Systems Analyst	40k	20%	15
Systems Administrator	55k	20%	20
Network Engineer	75k	20%	35
Database Administrator	60k	20%	
Network Engineer (SCADA Experienced)	85k	20%	8
Control System Engineer	50k	20%	10
<b>Add additional positions (add new sheet if needed):</b>			
Java Developer	90k	20%	31
Programmer Analyst	60k	20%	22
SAP Consultant	100k	20%	28
Oracle DBA	75k	20%	24
VMWare Admin	80k	20%	20
Application Support- Help Desk Engineer	40k	20%	50
C++ Developer	95k	20%	15
Data Architect	120k	20%	10
IT Consultant	95k	20%	12
Network Architect	120k	20%	15

## TEMPORARY TECHNICAL STAFF

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
<b>Systems Analyst 1-3 Years</b>	Defines application problem by conferring with clients; evaluating procedures and processes, Validates results by testing programs & Provides reference by writing documentation	1 Day	\$35.00	25%	\$43.75
<b>Systems Analyst 3-6 Years</b>	Analysis, design, configuration, development, maintenance, on-going support of the Enterprise Data Warehouse utilizing IBM	1 Day	\$45.00	25%	\$56.25

	analytics tool suites, maintaining ETL processes and supporting applications deployed in a RHEL environment using IBM HTTP Server				
<b>Systems Administrator</b> <b>2-3 Years</b>	Manage DNS infrastructure, Plan, modify, and redeploy Active Directory, Support and maintain printers both local and network for all users, Traverse and operate in a virtualized server environment which includes VMware and Citrix XenServer, Maintain Antivirus infrastructure etc.	1 Day	\$40.00	25%	\$50.00
<b>Systems Administrator</b> <b>3-6 Years</b>	Responsible for effective provisioning, installation, configuration, operation, and maintenance of systems hardware and software, and related infrastructure, participates in technical research and development to enable continuing innovation within the infrastructure, ensures that system hardware, operating systems, software systems, and related procedures adhere to standards; ensuring maximum productivity for IT staff and users.	1 Day	\$45.00	25%	\$66.25
<b>Network Engineer</b> <b>3-5 Years</b>	Management and troubleshooting of firewall and switches, Layer 1 through 7 WAN and LAN troubleshooting, Manage and maintain network and system security logs collection, correlation and reporting, Wireless and wired network management, Work with Engineering, and Operations teams to define and document network standards and architecture	1 Day	\$45.00	25%	\$66.25
<b>Network Engineer</b> <b>4-6 Years</b>	Designs, configures and upgrades network infrastructure, including switches, routers, access points, firewalls, VPNs, load balancers, wireless infrastructure, servers, storage and other related appliances, Designs and Implements network guidelines and performance (QoS, Security, Network Monitoring) and	1 Days	\$50.00	25%	\$62.50

	create/maintain network records, drawings, and documentation, Works with third-party carriers, vendors, and suppliers to resolve network issues and plan for growth				
<b>Database Administrator</b>  <b>1 – 3 Years</b>	Maintain ERP master data including new item setups, bom's & routings, Coordinate data updates for program transfers between internal locations under the guidance of the Senior Database Administrator, Ensuring data integrity and following proper policies and procedures with regard to updates in the database, Maintain MongoDB instances and infrastructure for a massive, high-throughput transactional system, Troubleshoot performance optimization in MS SQL 2005/2008/2012 databases and stored procedures as well as MySQL and MongoDB, Backup and restore procedures for SQL Server, MySQL and MongoDB databases using various backup strategies	1 Day	\$40.00	25%	\$50.00
<b>Database Administrator</b>  <b>4-6 Years</b>	Configuration, management, monitoring, maintenance and troubleshooting of SQL Server 2008 R2 and newer MSSQL databases, supporting MySQL, PostgreSQL, MongoDB or NoSQL environments, Manage SQL Clustered and high availability environments, Manage, design and implement database backup, recovery and high availability strategy, Develop and maintain T-SQL procedures, views, functions, and other scripts in support of product development, customer reporting, and database administration requirements.	1 Day	\$48.00	25%	\$60.00
<b>Network Engineer (SCADA Experienced)</b>	Conducting complex network system administration and design engineering activities to maximize network connectivity and capacity, Forecasting network / equipment needs and recommending appropriate configurations, Planning, ordering, programming	2 days	\$58.00	25%	\$72.50



	and deploying network radios and components, Forecasting network / equipment needs and recommending appropriate configurations, Providing technical leadership and expertise to less experienced customers and engineers, Provide maintenance and troubleshooting for client-site networks, Performing cost justification studies				
<b>Control System Engineer</b> <b>4-6 Years</b>	Development and implementation of attitude determination and control algorithms, anomaly resolution, spacecraft telemetry trending, and generation/validation of operational products related to attitude determination, responsible for performing technical analysis to support flight operations and inform design decisions for future spacecraft, build ground testing equipment for concept validation and have the opportunity to take designs from scratch to space operation etc.	1 Day	\$40.00	25%	\$50.00
<b>Add additional positions (add new sheet if needed):</b>					
<b>Java Developer</b> <b>2-4 Years</b>	Design and implementation of RESTful web service APIs for use by both internal and external developers, Design and implement data transformation processes to prepare data for use by the API, Follow existing standards and conventions of our API platform and help drive future conventions, Provide production support, including on-call support as required	1 Day	\$40.00	25%	\$50.00
<b>Java Developer</b> <b>4-7 Years</b>	Participate in the entire development life cycle, from concept to release, Implement new features and improve the ones already built, Participate in all phases of quality assurance and defect resolution	1 Day	\$50.00	25%	\$62.50



<b>Programmer Analyst</b>  <b>2-4 Years</b>	Efficient programming and testing of all new system and programs, Updating existing programs and assisting operations in resolutions of error, Providing training on informational tools and systems available, Evaluating and recommending program changes	1 Day	\$55.00	25%	\$68.75
<b>Programmer Analyst</b>  <b>4-7 Years</b>	Write custom reports and test functionality (with ACCESS AND .NET), Write code to create single-threaded or user interface event driven applications, including: Stand-alone, those which access servers or services, create queries, design Macros and VBA programming, Design, implement, and test database schemas, Maintain stored procedures and monitor activity in SQL server, Maintain AS400: Add users, reset workstations, clear queue-based subsystem, Support manufacturing, purchasing, sales, R&D and finance on any existing or new projects.	1 Day	\$55.00	25%	\$68.75
<b>SAP Consultant</b>  <b>4-6 Years</b>	Perform difficult maintenance and problem handling activities and requested Time and Materials Basis Consulting, Accurate and timely time reporting, Provide recommendations and guidance for the tuning and optimization SAP landscape, Manage the SAP router configuration for SAP support, Develop and maintain clear and concise documentation	1 Day	\$60.00	25%	\$75.00
<b>Oracle DBA</b>  <b>6-8 Years</b>	Install, setup & configure Oracle 11g and 12c databases, administer and troubleshoot Oracle databases including security patching, SQL tuning, capacity planning, and schema design, Perform Oracle Grid Control installation, configuration (Monitoring and Provisioning), patching and maintenance, Perform backup and recovery procedures using RMAN,	1 Day	\$50.00	25%	\$62.50

	implement, maintain, and monitor Data Guard etc.				
<b>Oracle DBA</b> <b>7-12 Years</b>	Provide technical guidance to development and DBA team for the Oracle Database, Oracle E-Business Suite, Oracle Business Intelligence and Oracle Fusion Middleware, Lead Oracle database and application infrastructure projects, Mentor the DBA team members, Ensure SLA, SOX and compliance standards are met in all the work performed, Install, maintain & setup Oracle Enterprise Manager (OEM) monitoring framework, Document and maintain all DBA processes and procedures, Be available 24x7 for production on-call, participate in on-call rotation and weekend maintenance work	1 day	\$55.00	25%	\$68.75
<b>VMWare Admin</b> <b>2-4 Years</b>	Oversees, plans and provides support for highly complex system and database administration, Coordinates with client management to formulate highly complex technical solutions, Identifies solutions based on client needs, Evaluates products and upgrades for appropriateness of cost and compatibility, Oversees and implements system upgrade strategies, Leads the design, implementation and maintenance of highly complex solutions, Conducts capacity planning reviews with management and approves capacity plans formulated by junior personnel.	2 Days	\$35.00	25%	\$43.75
<b>VMWare Admin</b> <b>7-10 Years</b>	Responsible for configuration, design, maintenance, monitoring, and support of the overall VMware environments including Corporate and engineering clusters, managing documentation and policy and procedure compliance for IS systems related to the VMware environment, participate in technical cross-functional meetings, strong commitment to process and understanding of	2 Days	\$55.00	25%	\$68.75

	change and configuration management principles				
<b>Application Support- Help Desk Engineer</b> <b>1-3 Years</b>	Providing On site customer support, Web application helpdesk support, Quickly understand and troubleshoot large scale applications, Troubleshoot application issues with end users, Assist with application deployment installation, Test new application releases	1 Day	\$25.00	25%	\$31.25
<b>Application Support- Help Desk Engineer</b> <b>3-5 Years</b>	Perform first level problem determination to identify and isolate failure point including hardware, network, application, training and / or documentation, Work as part of a high performance support team to ensure that system enhancements and defect corrections work properly and meet the user's requirements, Resolve product support questions, issues, and failures, Maintain strong adherence to Service Level Agreements, Review and update knowledge base and technical support documentation to reflect current technical information on product, Support organizational metrics to indicate individual and departmental performance to requirements.	1 Day	\$35.00	25%	\$43.75
<b>C++ Developer</b> <b>3-5 Years</b>	Write stable, robust C applications and libraries for a variety of platforms, Engage in reverse engineering of existing applications and libraries, Audit the code of peers for potential flaws and security concerns, Thoroughly document, in a manner suitable for widespread publication, results of research and development efforts	1 Day	\$50.00	25%	\$62.50
<b>C++ Developer</b> <b>5-7 Years</b>	Senior design lead for the global options execution platform; proposing design ideas, gaining consensus across the global team, ensuring non-functional requirements are met, Delivering solutions which are operationally stable, Leading and responsibility	1 Day	\$55.00	25%	\$68.75

	for delivery of key functionality initiatives within the platform, Contribute to the global options execution platform vision and play an instrumental role in shaping the future of technology for the group, Collaborate with remote development teams to implement trading frameworks, algo containers and automated testing solutions, Establish software development and project execution standards across the team, Develop the low latency co-located execution platform – primarily C++ and low latency messaging				
<b>Data Architect</b> <b>5-7 Years</b>	Participate in the creation and analysis of business functional requirements, provide guidance on how to meet the requirements, translate them into technical design specifications, and deliver a solution, Provide proven communication, analytical, and problem solving skills to help support the requirement, design and development process, and to ensure that the project deliverables are met according to specification, Develop applications in accordance to business requirements, specifications, industry best practices, and departmental development standards	1 Day	\$70.00	25%	\$87.50
<b>IT Consultant</b> <b>5-6 Years</b>	Analyze and trouble-shoot network communication failures/bottlenecks and escalate issues accordingly, Open trouble tickets and test with vendors or ISPs, Respond to network events, diagnosis and provide analysis for resolution, Create and update trouble tickets using ConnectWise ticketing system, Interface directly with customer(s) to resolve network events, Lead and mentor junior Customer Support Engineers on Managed Service products and methodology, Provide information, analysis and reports required and	1 Day	\$50.00	25%	\$62.50

	requested by the Manager, Strong troubleshooting tactics and experience are required to quickly understand an issue as it is reported by the customer, and take actions based on knowledge and experience to assist the customer in finding and resolving the cause. Recognizing 'red herrings' and isolating the issue is essential, supporting WAN/MAN/LAN networks, designing, configuring, installing, supporting Cisco's CM, CME, IPCC and Unity.				
<b>Network Architect</b> <b>5-6 Years</b>	Coordinate, communicate, and connect with remote peers as required, Collaborate on designs, and implement key company network systems for national and global needs, Evaluate current and foreseeable future requirements to determine appropriate solutions, Work with Project Managers to develop project plans and document and execute plans in a timely manner, Ensures systems are properly documented, controlled for change, and monitored for uptime and performance, Identify, develop, implement, and maintain high level industry standard and the best practices, Works with vendors and others to formulate designs, Develop and document new and existing designs and setups, Collaborate with other team members on technologies, concepts and standards	1 Day	\$65.00	25%	\$81.25
<b>Network Architect</b> <b>8-10 Years</b>	Create High level and Low level Network design and Architecture, Create Standard Enterprise Architecture document, Create standard configuration templates for all cisco Network switches and Routers for all platforms for QOS, Network IP address design and optimization, Network Optimization and QoS design and implementation for Cisco Switches	1 Day	\$70.00	25%	\$87.50

	and Routers for all platforms, Create Configuration templates for Quality of service for all cisco platforms, Recommend monitoring of QOS and analyze the traffic to troubleshoot any QOS related issues, Routers and Switching infrastructure management & configuration, Manage and troubleshoot Wireless network, Design and implement wireless networks, Troubleshooting complex Routing and Switching problems and escalated incidents, WAN Interface, Protocol configuration and WAN Network Troubleshooting, Threshold configuration of Critical Devices.				
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**5.3 PAYMENT** The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.

**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:** Cynet Systems Inc.

**2.3.4 ADDENDUM,** Return all addenda (if applicable).

### Addendum

We have included Addendum 1 issued by the City of Glendale as requested in the RFP.

**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.