

**CITY CLERK
ORIGINAL
AGREEMENT FOR**

**C-10230
08/28/2015**

**Temporary Workers for Recycling Facility, Landfill & Public Works
City of Glendale Solicitation No. RFP 15-17**

This Agreement for Temporary Workers for Recycling Facility, Landfill & Public Works ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Staffing Specialists NV, LLC., an Arizona Limited Liability Company, authorized to do business in Arizona, (the "Contractor"), as of the 28 day of August, 2015.

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 15-17 (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 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 \$269,360 per fiscal year, or a maximum of \$1,346,800 if the City exercises all renewal options contemplated in Section 13 (Term) of this agreement, 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.

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 \$500,000 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. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 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.

10.2 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:

Staffing Specialists NV, LLC
c/o Linda S. Masaryk
4205 North 7th Avenue, Suite 204
Phoenix, Arizona 85013
Office: 602-277-4205

- 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 Jacob Romero
11480 West Glendale Avenue
Glendale, Arizona 85301
623-930-4727

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.

11. 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.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one 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 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 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. There are no automatic renewals of this Agreement.

14. **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.

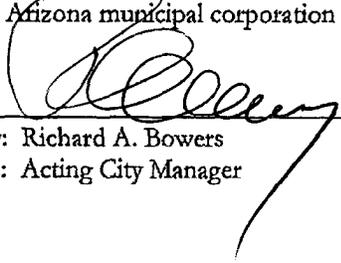
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

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

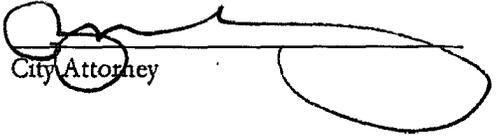

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:


City Clerk

(SEAL)

APPROVED AS TO FORM:


City Attorney

Staffing Specialists NV, LLC,
an Arizona Limited Liability Company

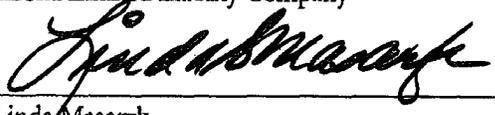

By: Linda Masaryk
Its: Manager

EXHIBIT A

**Temporary Workers for Recycling Facility, Landfill & Public Works
PROJECT**

[See attached]



CITY OF GLENDALE

MATERIALS MANAGEMENT

Request for Proposal

SOLICITATION NUMBER: RFP 15-17

DESCRIPTION: Temporary Workers for Recycling Facility, Landfill and Public Works Department

BID DUE DATE AND TIME: December 3, 2014 2:00 P.M. LOCAL TIME

PRE BID CONFERENCE: There will be a Pre-Proposal Conference on November 17, 2014 at 10:00 AM local time at the Materials Recovery Facility (MRF) located at 11480 W. Glendale Avenue, Glendale Arizona 85307

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each bidder and the amount of the bid will be publicly read.

Proposal Opening and Submittal Location: City of Glendale
Attn: Materials Management
5850 West Glendale Avenue, Ste. 317
Glendale, AZ 85301

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Late offers will not be considered. Offers must be submitted in a sealed envelope with the Solicitation Number and the bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing an offer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding the solicitation contact:

Elmer Garcia, CPPB
Contract Analyst
623-930-2866
egarcia1@glendaleaz.com

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CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-17

Temporary Workers For Recycling Facility, Landfill and Public Works Department

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SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-17
Temporary Workers For Recycling Facility, Landfill and Public Works Department

1.1 INTRODUCTION

The City of Glendale, Arizona is requesting proposals from qualified staffing companies to provide temporary assistance (temporary workers) to City-owned and operated Materials Recovery Facility (MRF), as well as additional temporary staffing at the Landfill and Public Works Department. Depending on the City's best interest, multiple contractors may be awarded a contract for single or multiple positions under this contract.

1.2 BACKGROUND

1.2.1 The primary contract user will be the MRF, located at 11480 West Glendale Avenue, Glendale, Arizona.

1.2.2 The MRF receives, sorts, and bales recyclable materials coming from households which include newspapers, cardboard, tin cans, aluminum cans, and plastic bottles. The city Landfill processes municipal solid waste, which includes but is not limited to, household refuse, construction debris, yard waste, miscellaneous commercial refuse.

1.2.3 The MRF and Landfill facility serves 54,000 Glendale households and other households from neighboring communities.

1.2.4 The MRF facility has the ability and capacity to process approximately 120 tons per day, per 8-hour shift. The city Landfill process approximately 800 to 1000 tons per day or approximately 250,000 plus tons a year.

1.2.5 Under current operations, the MRF is processing under 100 tons per day but this may fluctuate based on incoming material.

1.3 SCOPE OF WORK

1.3.1 Contractor shall provide an initial orientation and follow up training on general safety policies and procedures related to the work environment to all temporary workers.

1.3.2 The Contractor's training must be in compliance with City and the Occupational Safety and Health Administration (OSHA) standards.

1.3.3 The Contractor shall submit a copy of the safety training plan and training manual for all temporary workers to include site specific training.

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-17

Temporary Workers For Recycling Facility, Landfill and Public Works Department

- 1.3.4 The Contractor must comply with the State of Arizona E-Verify and federal I-9 regulations for each of their employees sent to the City under this contract.
- 1.3.5 The Contractor shall perform a background check for each of their employees prior to being sent to the City.
- 1.3.6 The background check (1.3.5) shall include a state and federal criminal history check, employment verifications, and references for the preceding three employers in an attempt to screen out workers sent to the City with unsatisfactory work habits, undesirable character, prior poor work performance and/or prior disciplinary/termination issues.
- 1.3.7 For all positions requiring a Commercial Driver's License the Contractor shall fulfill all stipulations under the Federal Motor Carrier Safety Act (FMSCA). This must be in compliance with City and FMSCA standards.
- 1.3.8 The contractor shall produce computer generated, acceptable employee tracking reports to the city.
- 1.3.9 Hours/Days of Operation

MRF

7:00 am – 3:30 pm

Monday, Tuesday, Wednesday, Thursday and Friday (40 hours per week)

Landfill

7:30 am – 4:00 pm – Monday – Friday

7:00 am – 3:30 pm Saturday's

Work hours will vary depending on the needs of the operation.

- 1.3.10 Number hours per week may fluctuate based on market conditions and operational needs.
- 1.3.11 The hours are not guaranteed but are an estimate based on current operations and incoming tonnage.
- 1.3.12 There may be occasions when additional days of work are required due to equipment down time or an increase of incoming material has occurred.

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-17

Temporary Workers For Recycling Facility, Landfill and Public Works Department

- 1.3.13 The Contractor shall provide an on-site representative for the first thirty (30) days of the contract.
- 1.3.14 The Contractor's on-site representative shall be at the facility thirty (30) minutes prior to start up and shall be present at shut down for the first month of the contract. This may be adjusted depending on the needs of the City and City's operation.
- 1.3.15 After the initial thirty (30) days of the contract, the Contractor shall have a representative on-site at least once per week, on a scheduled day.
- 1.3.16 The scheduled day may be adjusted depending on the needs of the operation and with prior written authorization by the City.
- 1.3.17 The Contractor's on-site representative shall address personnel issues, including pay discrepancies, time sheet issues, etc., on the scheduled day prior to start up and not during MRF production hours.
- 1.3.18 The Contractor shall send a contractor representative to the MRF when called by the City for Contractor employee's misconduct.
- 1.3.19 The Contractor shall hold a monthly safety meeting for staff at the facility. The MRF conference room may be used, but a scheduled time must be in place in order to reserve the conference room.
- 1.3.20 The Contractor's safety meeting minutes shall be provided one week after the Contractor's safety meetings to the MRF Supervisor.
- 1.3.21 City staff will assist agency in identifying items that need to be addressed. The City will relay safety information to the agency via communications by phone or by email.
- 1.3.22 The City does not dispense medication. The Contractor shall be responsible for dispensing any medication to their staff, if they so choose (e.g., Tylenol, aspirin, antacids, etc).
- 1.3.23 Restrooms and common areas shall be maintained by the Contractor's employees as well as City staff.
- 1.3.24 The MRF shall be operated and maintained by City employees.

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1.3.25 In the absence of City employees, the Contractor's temporary workers may be asked to cover service worker positions as needed. The City's MRF and Landfill staff will train and qualify the Contractor's employees to perform these duties.

1.3.26 The Contractor shall maintain a sufficient inventory of the following personal protective equipment (PPE) to be provided the Contractor's employees each day:

- | |
|--|
| • OSHA & City approved gloves |
| • OSHA & City approved safety glasses |
| • OSHA & City approved hard hats |
| • OSHA & City approved hearing protection (where required) |
| • City approved dust masks (per ADOSH requirements) |

1.3.27 The Contractor's employees shall not be allowed to work without required PPE.

1.3.28 The Contractor's employees may be exposed to the following work conditions:

- | |
|--|
| Extreme cold and extreme heat |
| Dust from recycling and landfill operations |
| Liquids from residues left in recyclables and refuse |
| Moving conveyors and machine parts, heavy equipment and customer traffic |
| Stairways and high elevations above floor level |

1.3.29 The Contractor's employees must have the ability to:

- | |
|--|
| Perform repetitive motion, using arms, hands and back for the purpose of sorting recyclables and signaling traffic |
| Have good hand/eye coordination |
| Be able to work a flexible work schedule |
| Be willing to perform tasks outside of their primary function |
| Stand for long periods of time |
| Wear required safety equipment: eye protection, gloves, work boots, and face shields |

1.3.30 The contractor's employees may be terminated for not following general city policies and procedures which may include, but are not limited to:

- | |
|----------------------|
| Performance |
| Salvaging/Scavenging |

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Safe work practices
PPE requirements
Insubordination
Sexual and work place harassment

1.4 LINE SORTER/GENERAL LABORER – ESSENTIAL FUNCTIONS, HOURS AND SALARY RANGE

1.4.1 Essential Functions:

Responsible for removing contaminants from recyclables
Responsible for separating and classifying recycling materials
Responsible for maintaining a safe and clean work environment
Litter control
Performs traffic control at the working face of the landfill
Performs other related duties as assigned

1.4.2 Number of anticipated Contractor Line Sorter staff: 26 positions (average).

1.4.3 An estimated 54,080 regular labor hours shall be needed annually. This number may fluctuate based on market conditions and operational needs.

1.4.4 Salary: The City starts Line Sorters at \$8.05 per hour.

1.4.5 A \$0.25 per hour raise will be authorized after completion of employees first 30 days assigned to Line Sorter duties. All pay raises will be incremental as outlined below:

After 30 days: \$8.30
After 60 days: \$8.40
After 90 days: \$8.55

1.4.6 Line Sorters may reach the top of the pay rate at 90 days unless they are being used regularly as a line lead, forklift operator, or general equipment operator. The pay rate and raises for these positions are listed below.

1.5 LINE LEAD – BILINGUAL (ENGLISH AND SPANISH REQUIRED) - ESSENTIAL FUNCTIONS, HOURS AND SALARY RANGE

1.5.1 Essential Functions:

Responsible for separating and classifying recycling materials
Responsible for removing contaminants from recyclables

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Responsible for keeping the sort lines moving at a productive pace
Responsible for assisting in the training and motivating of the line sorter positions
Responsible for assisting in the review of the line sorter positions (production quotas, housekeeping standards, safety practices, reliability, etc.)
Responsible for maintaining a safe and clean work environment
Performs other related duties as assigned

1.5.2 Number of anticipated Contractor Line Leads: 3 staff

1.5.3 An estimated 6,240 regular labor hours shall be needed annually. This number may fluctuate based on market conditions and operational needs.

1.5.4 Salary: Line Leads shall start at \$8.05 per hour.

1.5.5 A \$0.50 per hour raise will be authorized after completion of employees first 30 days assigned to Line Lead duties. All pay raises will be incremental as outlined below:

After 30 days: \$8.55
After 60 days: \$9.15
After 120 days: \$9.80

1.5.6 Line Leads may reach the top of the pay rate at 120 days.

**1.6 FORK LIFT OPERATOR — ENGLISH OR BILINGUAL [ENGLISH-SPANISH])
- ESSENTIAL FUNCTIONS, HOURS AND SALARY RANGE**

1.6.1 Essential Functions:

Responsible for forklift post and pre-trip inspections
Responsible for the safe sorting, moving, and stacking of recycled material
Responsible for the dumping of waste containers (tilt hoppers)
Responsible for working with the Crew Leader for verification of load weights and material quality
Performs other related duties as assigned

1.6.2 Number of anticipated Contractor Fork Lift Operators: 2 staff

1.6.3 An estimated 4,160 labor hours may be needed annually. This number may fluctuate based on market conditions and operational needs.

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1.6.4 Salary: Fork Lift Operators shall start at \$8.05 per hour.

1.6.5 A \$0.50 per hour raise will be authorized after completion of employees first 30 days assigned to Forklift Operator duties. All pay raises will be incremental as outlined below:

After 30 days: \$8.55
After 60 days: \$9.15
After 120 days: \$9.80

1.6.6 Fork Lift Operators may reach the top of the pay rate at 120 days.

1.7 ROLL-OFF TRUCK/GENERAL EQUIPMENT OPERATOR - ESSENTIAL FUNCTIONS, HOURS AND SALARY RANGE

1.7.1 Essential Functions:

Responsible for vehicle pre-trip and post trip inspections
Responsible for complying with all traffic laws, ordinances and rules required of a Commercial Drivers License (CDL)
Responsible for the dumping of waste containers at the City Landfill; 40 yard container, trash compactor (MRF Division)
Responsible for operating various types of heavy equipment: roll off, side load, front load and dump trucks (Sanitation Division)
Responsible for operating various types of Landfill heavy equipment: landfill compactors, bull dozers, dump trucks, articulated water pull, graders, loaders, etc... (Landfill Division)
Performs other related duties as assigned

1.7.2 Special requirement: Must have a Class B Commercial Driver's License (CDL) or higher classification.

1.7.3 Number of anticipated Contractor supplied Roll-Off Truck/General Equipment Operators: 1 staff.

1.7.4 An estimated 2,080 labor hours may be needed annually. This number may fluctuate based on market conditions and operational needs.

1.7.5 Salary: Roll-Off Truck/General Equipment Operators shall start at \$14.00 per hour.

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- 1.7.6 A \$0.50 per hour raise will be authorized after completion of employees first 30 days assigned to Roll-Off Truck/General Equipment Operators duties. All pay raises will be incremental as outlined below:

After 60 days: \$14.50 (MRF & Sanitation)

After 120 days: \$15.00 (MRF & Sanitation)
--

After 60 days: \$15.50 (Landfill)

After 120 days: \$16.00 (Landfill)

- 1.7.7 Roll-Off Truck/General Equipment Operators may reach the top of the pay rate at 120 days. This position will be used on an as needed basis.

1.8 ACCOUNTING/CASHIERS – ESSENTIAL FUNCTIONS, HOURS AND SALARY RANGE

- 1.8.1 Essential Functions:

Responsible for processing customers at the landfill scale house operation.

Responsible for performing opening and closing procedures, maintaining adequate records and communicating with management should any issues arise.
--

Responsible for maintaining a safe and clean work environment

Litter control

Performs other related duties as assigned

- 1.8.2 Number of anticipated Contractor staff to fill in as a cashier or accounting person: 1 position (average).
- 1.8.3 An estimated 2080 regular labor hours shall be needed annually. This number may fluctuate based on market conditions and operational needs.
- 1.8.4 Salary: The City starts accounting personal and cashiers at a base per hour range depending on experience and qualifications, standard starting range is: Cashiers - \$11.00 an hour, Accounting - \$14.00

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1.8.5 A \$0.25 per hour raise will be authorized after completion of employees first 30 days assigned to accounting/cashiering duties. All pay raises will be incremental as outlined below:

Scale House Cashier:
After 30 days: \$11.25
After 60 days: \$11.50
After 90 days: \$11.75
LF/MRF Accounting Person:
After 30 days: \$14.25
After 60 days: \$14.50
After 90 days: \$14.75

1.8.6 Accounting/Cashiers personnel may reach the top of the pay rate at 90 days unless they are being used regularly.

1.9 GROUNDKEEPER/SERVICE WORKER 1 - ESSENTIAL FUNCTIONS, HOURS AND SALARY RANGE

1.9.1 Essential Functions:

Responsible for grounds keeping at the city owned cemetery, picking up litter, mowing grass, weeding, trimming and irrigating.
Responsible for operating various types of hand and power tools: chain saws, weed eaters, mowers and edgers.
Responsible for performing routine maintenance on tools and power equipment i.e. chain saws, weed eaters, edger, mower...
Responsible for setting up barricades around work activity areas.
Performs other related duties as assigned

1.9.2 Knowledge Skills and Abilities: Must possess basis knowledge of principles and practices of grounds keeping, power tool equipment repair and maintenance; preventative maintenance practices, diagnoses and repairs.

1.9.3 Number of anticipated Contractor supplied Groundskeeper/Service Worker I: 1 staff.

1.9.4 An estimated 2,080 labor hours may be needed annually. This number may fluctuate based on market conditions and operational needs.

1.9.5 Salary: Groundskeeper/Service Worker I shall start at \$9.00 per hour.

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- 1.9.6 A \$0.50 per hour raise will be authorized after completion of employees first 30 days assigned to Groundskeeper/Service Worker I duties. All pay raises will be incremental as outlined below:

After 60 days: \$9.50
After 120 days: \$10.25

- 1.9.7 Groundskeeper/Service Worker may reach the top of the pay rate at 120 days. This position will be used on an as needed basis.

1.10 VEHICLE/EQUIPMENT MECHANIC - ESSENTIAL FUNCTIONS, HOURS AND SALARY RANGE

- 1.10.1 Essential Functions:

Responsible for vehicle pre-trip and post trip/safe operation
Responsible for routine road maintenance/repairs on gasoline and diesel-powered automotive equipment.
Responsible for reporting to Supervisor on vehicle repair status.
Performs other related duties as assigned

- 1.10.2 Knowledge Skills and Abilities: Must possess basis knowledge of principles and practices of vehicle equipment repair and maintenance; preventative maintenance practices, diagnoses and repairs complex problems. (City will provide road maintenance vehicle and tools necessary for road maintenance repairs.)
- 1.10.3 Special requirement: Must have a Class B Commercial Driver's License (CDL) or higher classification.
- 1.10.4 Number of anticipated Contractor supplied Vehicle/Equipment Mechanic: 1 staff.
- 1.10.5 An estimated 2,080 labor hours may be needed annually. This number may fluctuate based on market conditions and operational needs.
- 1.10.6 Salary: Vehicle/Equipment Mechanic will be at a flat rate of \$20.00 per hour. This position will be used on an as needed basis.

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1.11 CUSTOMER ASSISTANCE REPRESENTATIVE - ESSENTIAL FUNCTIONS, HOURS AND SALARY RANGE

1.11.1 Essential Functions:

Responsible for answering telephone calls at the Field Operations Complex, on a multiple line phone system; providing information and referral services to citizens and staff; and assesses citizen concerns and complaints, routing them to the appropriate staff.

Types correspondence and performs data entry.

Maintains electronic spreadsheets for various reports.
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Performs miscellaneous office duties as directed and assigned.
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1.11.2 Number of anticipated Contractor staff to fill in as a customer assistance representative person: 1 position (average).

1.11.3 If this position is needed, an estimated 2080 regular hours shall be needed annually (Monday-Friday, 8-5:00). This number may fluctuate based on market conditions and operational needs.

1.11.4 Salary: The City starts customer assistance representative at a base per hour range depending on experience and qualifications, standard starting range is: \$14.59

1.11.5 A \$0.25 per hour raise will be authorized after completion of employees first 30 days assigned to accounting/cashiering duties. All pay raises will be incremental as outlined below:

Customer Assistance Representative:
After 30 days: \$14.84
After 60 days: \$15.09
After 90 days: \$15.34

1.11.6 Customer Assistance Representative personnel may reach the top of the pay rate at 90 days unless they are being used regularly.

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1.12 BILLING REQUIREMENTS:

- 1.12.1 The Contractor shall submit a copy of the employee's time sheet with the location of the work site employee is assigned to within 7 business days of the work being performed.
- 1.12.2 The Contractor shall submit any and all corrections/adjustments to the employee's time sheet within 7 business days of the submitted time sheets.
- 1.12.3 The City will issue payments to the staffing agency within five (5) business days of the receipt of any correction/adjustments to employee's time sheet.
- 1.12.4 The Contractor shall submit on invoice for the total hours billed for all employees by location of assignment.
- 1.12.5 The Contractor shall submit a copy of the employees' time sheet, corrections/adjustments to employee time sheet and invoice of total hours billed to: City of Glendale, Field Operations 6210 W Myrtle Ave, Suite 111 Glendale, AZ 85301

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1.13 Submission Requirements
(Refer to Evaluation Criteria, Item 2.7)

Offerors should provide written, narrative responses for each item requested within the criteria below. When applicable, supporting documents should be attached and reference the appropriate criterion. Offerors, at a minimum must submit the following:

1.13.1 COMPLIANCE WITH SPECIFICATIONS.....(30%)

- 1.13.1.1 Offeror should clearly provide a written understanding of the City's requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish the City's requirements.
- 1.13.1.2 Offerors shall submit a current copy of their initial orientation and follow up training on general safety policies and procedures related to the work environment to all temporary workers.
- 1.13.1.3 Offerors shall submit documentation that their training is in compliance with OSHA.
- 1.13.1.4 Offerors shall submit a copy of the safety training plan and training manual for temporary workers.
- 1.13.1.5 Offerors must demonstrate that they comply with the State of Arizona E-Verify and federal I-9 regulations for each of their employees sent to the City under this contract.
- 1.13.1.6 Offerors shall describe how they perform background checks on their employees to be sent to the City.
- 1.13.1.7 Offerors shall provide a description of how they fulfill all stipulations under the Federal Motor Carrier Safety Act (FMSCA) for all positions requiring a Commercial Driver's License.
- 1.13.1.8 Offerors shall provide examples of their current computer generated employee tracking reports to the City.

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1.13.2 **ABILITY TO PROVIDE SERVICE (RESOURCES)**.....(30%)

- 1.13.2.1 Offerors should provide his company's profile that details his firm's history, business philosophy, management, operations, locations, number of employees, number of accounts, years of experience and other pertinent details.
- 1.13.2.2 Offerors shall provide a verifiable estimate of their current general worker labor pool.
- 1.13.2.3 Offerors should show a history of demonstrated competence in providing staffing services.

1.13.3 **COST**.....(30%)

- 1.13.3.1 Offerors shall bid in accordance with the pricing structure as outlined in Section Four. 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.

1.13.4 **EXPERIENCE AND REFERENCES**.....(10%)

- 1.13.4.1 Offerors shall provide a narrative of the Offeror's experience providing similar services to a public entity during the past three years.
- 1.13.4.2 Offerors shall provide three (3) letters of reference from companies for whom they have provided similar services in the last three years. Information should include company name, address, phone number, contact person, email address, a description of the products/services provided with a description of any major variation to the requirements of this RFP.

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- 2.1 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. 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. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 2.2 RETURN OF OFFER** One (1) hard copy marked as "original", one (1) flash drive containing all original documents in PDF format and three (3) copies marked as "Copies". The original copy of the proposal should be clearly labeled "Original" and shall be single-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the Submission Requirements section of this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Contractor's proposal.
- 2.3 PREPARATION OF OFFER PACKAGE** The following items shall be completed and returned. 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 OFFER SHEET**, Section Three
 - 2.3.2 PRICE SHEET**, Section Four
 - 2.3.3 ADDENDUM**, Return all addenda (if applicable).
 - 2.3.4 SPECIFICATIONS**, Section One
 - 2.3.5 SUBMISSION REQUIREMENTS**, Section One
- 2.4 ALTERNATE OFFERS/EXCEPTIONS** (Note: This is not applicable to this RFP) 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. 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.
- 2.5 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.

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2.6 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.

Offerors 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.

2.7 EVALUATION CRITERIA The criteria is listed in order of relative importance.

- 2.7.1 COMPLIANCE WITH SPECIFICATIONS.....30%
- 2.7.2 ABILITY TO PROVIDE SERVICE (RESOURCES).....30%
- 2.7.3 COST.....30%
- 2.7.4 EXPERIENCE AND REFERENCES.....10%

2.8 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, at least 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.

2.9 EVALUATION PANEL 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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- 2.10 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 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.

- 2.11 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.
- 2.12 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.
- 2.13 PRIOR EXPERIENCE** Offeror's prior experience(s) which is deemed to have a significant impact on the resultant contract, may be taken into consideration during the evaluation process.
- 2.14 BEST AND FINAL OFFERS (BAFO)** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.

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- 2.15 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.
- 2.16 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:
- 2.16.1 Determine in greater detail such Offeror's qualifications, and
 - 2.16.2 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;
 - 2.16.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
 - 2.16.4 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.
- 2.17 ESTIMATED QUANTITIES** 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 bid item shall not be exceeded by 25% 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.
- 2.18 NOTICE OF INTENT TO AWARD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City of Glendale's, Materials Management Internet home page

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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 buyer 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.

- 2.19 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.

- 2.20 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/SAVE-members.PDF>

- 2.21 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.

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- 2.22** **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.

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

**Solicitation Number: RFP 15-17
Temporary Workers For Recycling Facility and Public Works Department**

4.1 PRICE

Offerors shall offer their hourly wage in the unit price space provided with their administrative fees included based on the starting salary of \$8.05 for a Line Sorter, \$8.05 for Line Leads and Fork Lift Operators, and \$14.00 for Roll-Off Truck/General Equipment Operators. Offerors must also submit their standard percentage for overhead/administrative fees.

For example: The City starts a Line Sorter at \$8.05. If the Offeror charges the City \$10.22, then \$10.22 is what should be listed in the unit price. \$552,697.60 (\$10.22 X 54,080 hours) should be listed in the total price and the overhead/administrative percentage should be 26.96%. The percentage offered will be used as employees receive raises and in the event of any new positions that need to be added to the contract.

ITEM NO.	JOB DESCRIPTION	ANNUAL HOURS (A)	UNIT PRICE (B)	TOTAL PRICE (A X B)
4.1.1	Line Sorter	54,080	\$ _____/Hour	\$ _____
4.1.2	Line Leads	6,240	\$ _____/Hour	\$ _____
4.1.3	Forklift Operator	4,160	\$ _____/Hour	\$ _____
4.1.4	General Equipment Operator – Sanitation	2,080	\$ _____/Hour	\$ _____
4.1.5	Vehicle/Equipment Mechanic – Sanitation Road Repair	2,080	\$ _____/Hour	\$ _____
4.1.6	Cashier – Scale House Landfill	2,080	\$ _____/Hour	\$ _____
4.1.7	Accounting Person	2,080	\$ _____/Hour	\$ _____
4.1.8	General Laborer – Landfill	2,080	\$ _____/Hour	\$ _____
4.1.9	Heavy Equipment Operator- Landfill	2,080	\$ _____/Hour	\$ _____
4.1.10	Groundskeeper/Service Worker I – Public Works	2,080	\$ _____/Hour	\$ _____

GRAND TOTAL (Items 4.1.1 through 4.1.10)	\$ _____
---	----------

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

**Solicitation Number: RFP 15-17
Temporary Workers For Recycling Facility and Public Works Department**

4.2	Administrative/Overhead Fee	_____ %
-----	-----------------------------	---------

4.3 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES NO

If your answer is NO, please state terms offered: _____

4.4 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.

Company Name _____



STAFFING SPECIALISTS NV, LLC

YOUR TRUSTED PARTNER IN STAFFING

4205 N. 7th Avenue Suite 204

Phoenix, Arizona 85013

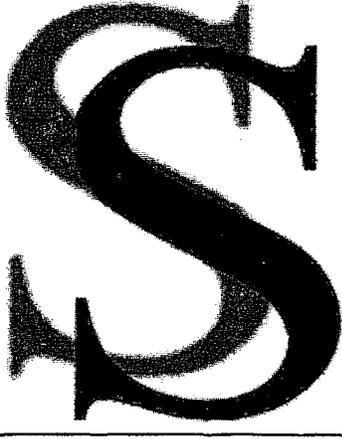
(O) 602-277-4205 (F) 480-772-4242

IN REPLY TO RFP 15-17

CITY OF GLENDALE MATERIALS MANAGEMENT

Temporary Workers for Recycling Facility, Landfill and Public Works Dept.

DECEMBER 11, 2014



1.13.1.1

RESPONSE FROM STAFFING SPECIALISTS REGARDING UNDERSTANDING THE REQUIREMENTS, SPECIFICATIONS AND MEETING THE TERMS AND CONDITIONS OF THE CITY'S RFP

STAFFING SPECIALISTS has a clear understanding of the City of Glendale's requests, requirements, specifications and the terms and conditions which include providing temporary workers to the City's Materials Recovery Facility (MRF), Landfill and Public Works Department.

We have reviewed all the necessary specifications directed toward the staffing company and have noted that the primary contract user is the MRF. We are strongly acquainted with the MRF background as we have an 8 year history in the recycling/landfill industry.



Continued: 1.13.1.1

We have fully reviewed and understand that in the absence of City employees, the contract temporary workers may be asked to fill in specific service worker positions.

The staffing company is required to qualify their employees for each identified position and act in a supervisory role. The methods of complying with safety training of the contract employees is of great significance and will continue to be reinforced by the staffing company.

The resources required by the staffing company include specific safety training, maintaining a sufficient inventory of personal protective equipment (PPE) and meeting the minimal requirements and standards for each contract employee to perform the described duties of the position.



1.13.1.2

1.13.1.3

1.13.1.4

**SAFETY ORIENTATION/COMPLIANCE WITH OSHA/EMPLOYEE TRAINING
PAMPHLETS**

Staffing Specialists employees have safety orientations on a regular basis. We utilize safety videos, staff presentations and individual safety pamphlets to enforce safety compliance in the workplace.

See attached copy of Employee Codes of Safe Practice and a standard safety manual that is a compilation of the OSHA Safety Pamphlets which are distributed to each employee with a summary and quiz.



1.13.1.6

**HOW BACKGROUND CHECKS ARE PERFORMED ON STAFFING SPECIALISTS
EMPLOYEES SENT TO THE CITY**

Background Checks are performed by GoodHire and provide:

- 1. National Criminal Record & Sex Offender**
- 2. SSN trace plus address history**
- 3. County Criminal Court Check**



National Criminal Record
& Sex Offender
Database Coverage

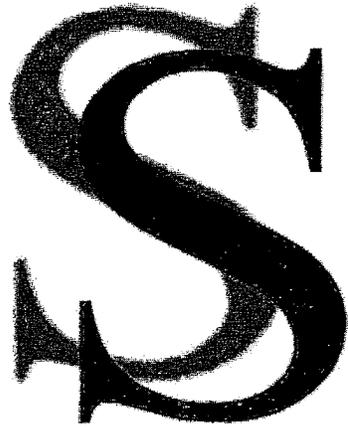


1.13.1.7

How Staffing Specialists fulfill stipulations under the Federal Motor Carrier Safety Act (FMCSA) for all positions requiring a Commercial Driver's License

DOT FMCSA Drug and Alcohol Compliance Checklist:

- Ensuring that all our drivers have a copy of the DOT policies
- Keeping the results of pre-employment drug tests for all our drivers on file
- Make sure that drivers are not allowed to perform safety sensitive tasks, including delivering loads, unless their drug tests have been returned and are confirmed to be negative.
- Checking with the driver's former employer's as to whether the driver had any drug or alcohol problem while employed.
- Putting all driver's in a random drug/alcohol testing pool.
- Conducting random drug testing of at least 50% of our driver's each year.
- Immediately removing our driver that is in violation of DOT regulations from safety sensitive duties.



Continued: 1.13.1.7

Testing Situations that are required:

- Pre-Employment
- Random Test Selection
- Post Accident

5 Panel Drug testing includes the following:

- Marijuana
- Cocaine
- Opiates
- Phencyclidine
- Amphetamines

Please see additional attached driver procedures/related paperwork required by Staffing Specialists.

TREATMENT AUTHORIZATION



We are authorizing the below listed U.S. HealthWorks(s) to provide treatment to our employees. By doing so, we acknowledge that if the claim is denied by our insurance carrier, we will notify USHW of the denial and will be responsible for payment for all services rendered and any medically-necessary items dispensed.

U.S. HEALTHWORKS MEDICAL GROUP LOCATED AT:

ADDRESS: _____

PHONE: _____

FAX: _____

EMPLOYER

EMPLOYER NAME: _____

EMPLOYER# (if applicable): _____

EMPLOYER ADDRESS: _____

PRIMARY CONTACT NAME: _____

PHONE: _____

AFTER HRS / CELL PHONE: _____

FAX: _____

EMAIL: _____

EMPLOYEE DETAILS

PATIENT NAME: _____

DATE: _____

TIME: _____

AM / PM

DEPARTMENT: _____

POSITION: _____

DOES EMPLOYEE WORK FOR A TEMP/LEASING COMPANY? YES NO

NAME OF TEMP AGENCY: _____

AUTHORIZED BY: NAME (print): _____

PHONE: _____

TITLE: _____

AFTER HRS / CELL PHONE: _____

SIGNATURE: _____

() VERBAL AUTHORIZATION

INSURANCE

INSURANCE COMPANY NAME: _____

CLAIMS ADDRESS: _____

PHONE: _____

EFFECTIVE DATE: _____

POLICY #: _____

EXPIRATION DATE: _____

SERVICES

INJURY: DATE OF INJURY: _____

LAST WORKED: _____

INJURED BODY PART: _____

CLAIM #: _____

RETURN-TO-WORK EVALUATION: _____

PHYSICAL EXAM TYPE: _____

PROTOCOL #: _____

DRUG/ALCOHOL TEST - specify type and reason/purpose below:

PROTOCOL #: _____

TYPE:

REASON/PURPOSE:

DOT DRUG TEST

DOT BREATH ALCOHOL TEST

PRE-EMPLOYMENT

RANDOM

Agency (required): _____

REASONABLE SUSPICION

POST-ACCIDENT

NON-DOT DRUG TEST

NON-DOT BREATH ALCOHOL TEST

RETURN TO DUTY

FOLLOW UP

INSTANT DRUG TEST

POST-INJURY

Perform test before: Date: _____ Time: _____ AM / PM

* PICTURE ID REQUIRED FOR DRUG TEST

1.13.1.7

Employer Verification for CDL Drivers

FORMER EMPLOYEE INFORMATION AND RELEASE

NAME: _____ Social Security # _____
(please print)

hereby authorize _____ to release the following requested
(Name of Prior Company)

information to the _____ for the purpose of investigation and qualifying me to drive a commercial motor vehicle as required by the U.S. Department of Transportation and Federal Motor Carrier Safety Regulations Parts 382, 391, 392 and 49 CFR Part 40. You are hereby released from any and all liability that may result from furnishing such information. Your quick response to this request will be greatly appreciated.

Signature _____ Date _____

NOTE - Regulations of the Department of Transportation (49 CFR Part 40) requires your company to provide us with information concerning the named driver's past drug and alcohol test results, including refusals to be tested.

In the past three years has the previously named applicant ever:

- Tested positive for a controlled substance? YES NO
- Tested with an alcohol concentration of 0.04 or higher? YES NO
- Refused to submit to a DOT required drug and/or alcohol test, including a verified adulterated or substituted result? YES NO
- Had any other violations of DOT drug and/or alcohol testing regulations? YES NO
- Had any violations of drug and/or alcohol regulations from previous employers? YES NO
- Did a previous employer report a drug and alcohol rule violation to you? YES NO

For any YES answer, please provide documentation of the previously named applicants successful completion of DOT return-to-duty requirements (including follow-up tests).

FORMER EMPLOYEE WORK HISTORY

Employed from _____ to _____ as a _____ at average or salary of _____

Did former employee drive a motor vehicle for you? YES NO

If yes please indicate specific type of vehicle(s) and time driven for you:

Tractor/Semi-Trailer; years _____ months _____ Straight Truck; years _____ months _____

Other (Please Specify) _____ years _____ months _____

Any special equipment driven? (such as; Doubles, Tanker, Flat Bed, etc.) Please list: _____

Reason for leaving your employ: Discharged Resigned Laid Off Other

Is former employee eligible for re-hire at your company? YES NO

Your Name _____ Title _____ Telephone # _____

Your Signature: _____ Date: _____

Please forward response as indicated as soon as possible.
Thank You

MAIL OR FAX TO:

ATTN: _____

Fax # _____
Any questions, call _____

1.13.1.7

DRIVER STATEMENT OF ON-DUTY HOURS (For Newly Hired Drivers)

INSTRUCTIONS: Motor carriers when using a driver for the first time shall obtain from the driver a signed statement giving the total time on-duty during the immediately preceding 7 days and time at which such driver was last relieved from duty prior to beginning work for such carrier. Rule 395.8(j)(2) Federal Motor Carrier Safety Regulations. NOTE: Hours for any compensated work during the preceding 7 days, including work for a non-motor carrier entity, must be recorded on this form.

Driver Name (Print) _____

Social Security Number _____

Driver's License: State _____ Number _____ Class _____ Endorsement(s) _____ Restriction(s) _____

Type of License _____ Issuing State _____

DAY	1 (yesterday)	2	3	4	5	6	7	
DATE								
HOURS WORKED								TOTAL HOURS

I hereby certify that the information given above is correct to the best of my knowledge and belief, and that I was last relieved from work at

_____ A.M.
_____ P.M. On _____ Day _____ Month _____ Year

_____ Driver's Signature _____ Date

DRIVER CERTIFICATION FOR OTHER COMPENSATED WORK

INSTRUCTIONS: When employed by a motor carrier, a driver must report to the carrier all on-duty time including time working for other employers. The definition of on-duty time found in Section 395.2 paragraphs (8) and (9) of the Federal Motor Carrier Safety Regulations includes time performing any other work in the capacity of, or in the employ or service of, a common, contract or private motor carrier, also performing any compensated work for any nonmotor carrier entity.

(check one)

Are you currently working for another employer? Yes No

At this time do you intend to work for another employer while still employed by this company? Yes No

I hereby certify that the information given above is true and I understand that once I become employed with this company, if I begin working for any additional employer(s) for compensation that I must inform this company immediately of such employment activity.

_____ Driver's Signature _____ Date

Witness: _____ Company Representative _____ Date

1.13.1.7

(Name of driver) _____

(SS No.) _____

(Signature of driver) _____

I certify that the above named driver, as defined in §390.5 is regularly driving a commercial motor vehicle operated by the below named carrier and is fully qualified under part 391, Federal Motor Carrier Safety Regulations. His/her current medical examiner's certificate expires on _____

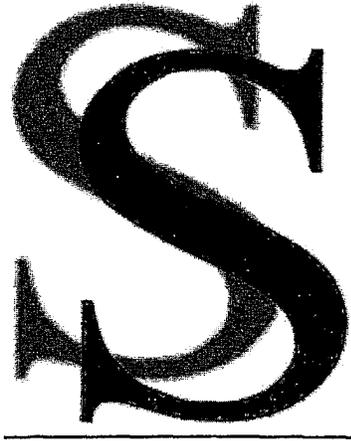
This certificate expires:

(Date not later than expiration date of medical certificate)

Issued on _____

Issued by _____

(Name of carrier) "Motor Carrier" _____



1.13.1.8

**EXAMPLES OF STAFFING SPECIALISTS CURRENT COMPUTER GENERATED
EMPLOYEE TRACKING REPORTS**

Z Staff
1.13.1.8

ZLoader

A program designed to help in importing resumes from saved folders on the website. Using Microsoft "Drag & Drop" technology. You can import word text and HTML resumes into the database.

- Start ZLoader (blue icon ZL) top of tool bar
- Highlight Icon, drag and drop inside ZLoader
- Inspect resume in box. Make sure contact personal info is at the top line (i.e. Name, address, phones, email)
- Import resumes box. It will extract candidate info, you have the option at this time to change it as well
- Add category and occupation

Note: ZLoader compares candidates last, first, middle or initial name to the Database. If it finds a match it will allow you to compare candidate. When comparing resumes you have three options: create new candidate, replace resume, or add new resume to the same candidate.

ZStaff

Main Screens:

- Candidates: access to candidate info name, address, and phone...
- Positions: list of all positions in the db can be filtered
- Companies: access to all companies info, client, prospects source and inactive.
- Available: list all candidates in db & ability to filter by availability
- Send outs: positions, status, submittals, placement and activities
- Contacts: list of all companies contacts in the db. Search & filter.
- Quality: list of all candidates on assignment currently
- Search: Candidate & positions. Detail search of candidate skills & other criteria.
- Utilities: Customize db dictionaries to fit your specific needs
- Timesheets: data entry of timesheets of each candidate on assignments.
- Reports: Generate reports for candidates, clients, positions & others.
- Pay/Bill: Process checks, generate invoices & track (purchased separately) not included

1.13.1.8.

File Menu bar:

- Screens: quick jump from one screen to another in the db
- Notes Activities: generate a note or an activity any time, any where in the db
- Scheduling: Tracks daily, weekly and monthly activities & calendar
- Merge: Merge letters, emails, generate labels for both candidate & clients
- Messages: Internal email messages through the program
- Key icon: re login as a different user
- ZL icon: opens ZLoader to import a resume
- Website & internet function keys
- Smiley face: summary of your to do list for the day. Takes to directly to record.

Candidate Screen

- Search by:
 - Last name
 - First name
 - Candidate Id #
 - SSN
 - Home phone
 - Cell phone

Resumes/Skills tab: Candidate imported resume or generated by ZAPP, skills extracted, add/delete. Adding/Editing new resume button. View skills highlighted on search specific key word. Customize skill dictionary.

Profile tab: More detailed information about candidate.

Interview tab: Customizable questions to ask during interview, evaluation and check system

Qualifications: Certifications, industry experience, special needs and test records.

Experience tab: List of candidate experiences & references. add/edit/delete

1.13.1.8

Send outs: Generate/ track submittals for candidates, send out resumes,
interviews and status. add/edit/delete

Placements: Generate/ track all placements of candidate. Track timesheets of
each assignment. add/edit/delete

Notes/Activities Generate/ track all notes & activities for candidates. Add/edit/delete

Buttons:

New button Add new candidate
Delete button Delete this candidate and all records of this candidate
Match button Match skills of this candidate with current open position
Document button Attach other files to candidate's record. Print archival info

Companies Screen: Manage all your companies/clients, prospects, source or
in actives.

Search by:

- Company name
- Company phone number
- Industry
- S/C NAICS
- Contact: last name
- Contact: first name
- Office phone number
- Office fax number

Contact tab:

- Add/Edit/Delete contact
- Export to outlook
- Profile
- Notes/Activities for that contact only

Locations tab:

- Add/Edit/Delete

1.13.1.8

- Directions
- Headquarter/billing information

Positions tab:

- List all positions
- Create new position
- Edit existing positions

Send out tab:

Generates a submittal, send resumes, schedule interviews and track results.

- Add/Edit/Delete
- Interview document
- Interview templates

Placement tab:

Generate a placement, track it

- Add/Edit/Delete
- Notes

Notes & Activities tab:

- Generate/ track all notes & activities
- Add/Edit/Delete

Buttons:

New button

Creates a new company

Delete button

Deletes this company and all records of this company

Document button

Attach documents to record. Print archival reports

Credit profile

Track clients, payment agreements, credit limit, bank & supplies, information.

Position Screens: Collect detail data about a single position. Track candidate and placements.

Detail tab:

- Job description/ extract skills
- Detail info about job
- Directions

Skill tab:

- List all skills required by job

Prospect tab:

- List pre-qualified candidates able/willing to do the job "short notice list"

Send out tab:

Generates a submittal, send resumes, schedule interviews and track results.

- Add/Edit/Delete
- Interview document
- Interview templates

Placements tab:

- List all positions
- Create new position
- Edit existing positions

Notes & Activities:

- List all positions
- Create new position
- Edit existing positions

Buttons:

Delete button

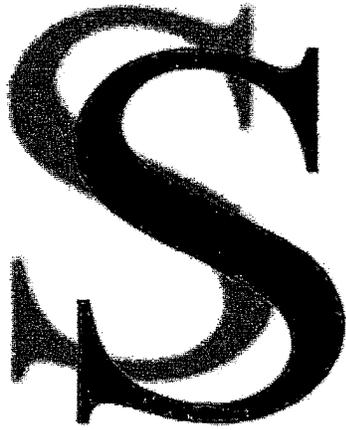
Deletes the job order and all placements & sendouts

Copy button

Create a carbon copy of this position, minimize data entry

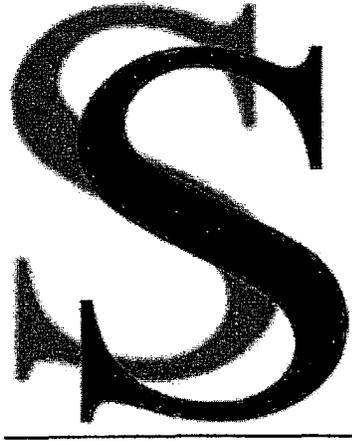
Match button

Available candidates, matching skills with positions



1.13.2

ABILITY TO PROVIDE SERVICE (RESOURCES)

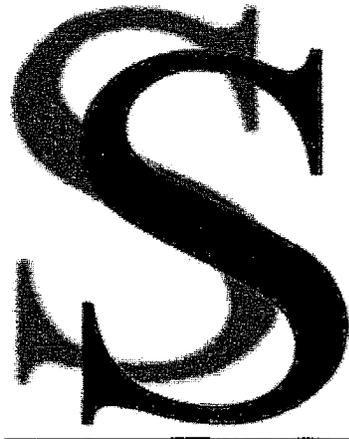


1.13.2.1

COMPANY PROFILE OF STAFFING SPECIALISTS WITH THE COMPANY'S HISTORY, BUSINESS PHILOSOPHY, MANAGEMENT, OPERATIONS, LOCATIONS, NUMBER OF EMPLOYEES, NUMBER OF ACCOUNTS YEARS AND YEARS OF EXPERIENCE

Staffing Specialists is a privately held corporation, incorporated in 1986, is a full-service, woman-owned, bi-lingual provider of temporary, temp-to-hire and direct employee placement company. We, at Staffing Specialists describe ourselves as a staffing services partnering with large and small corporations, government institutions and city municipalities to deliver a quality product and service.

We believe in honesty, making good business choices and being fair in our practices with customers and employees. Challenges arise and it is imperative that we are proactive and proceed in a positive and professional manner to resolve these challenges in the best interests of all parties involved.



Continued: 1.13.2.1

Staffing Specialists continues to furnish innovative solutions to corporations who wish to transition to a variable work force or introduce small or large numbers of contract/temporary workers into an existing workforce.

Staffing Specialists specializes in the placement of production, manufacturing, warehousing, commercial drivers (CDL) and clerical personnel. Our program provides coordination of temporary services to organizations which require short term assignments or complete Managed Programs.

Staffing Specialists is a stable solvent organization with 100 years combined years of successful recruitment and employee placement experience throughout Phoenix as well as in Tucson and San Antonio, TX. We have shared successes with government contracts and national distribution start-ups with hundreds of employees to small "Mom and Pop" companies. Through the years, we have established a database with over 15,000 applications and resumes.



Continued: 1.13.2.1

We obtain qualified staff from Internet resources and job sites, local Work Force Connection centers, Job/Career Fairs and print ads, but more importantly from continual referrals given by satisfied employees, as well as, our existing clients.

We currently have approximately 300+ contingent employees and a dozen long-time (20 years) clients and total approximately 150 clients.

To assist us in maintaining and retaining a high level of employees Staffing Specialists employees are E-Verified, background checked, screened, interviewed, referenced checked and drug screened upon hire. Employee recruitment is our only business with a 100% focus on providing clients with a strong database of eligible qualified candidates.

Our headquarters is centrally located in Phoenix, AZ:

Staffing Specialists

4205 N. 7th Avenue Ste 204

Phoenix, AZ 85013

Contact: Pattie La Rosa, Senior Account Manager/pattie@azstaffing.com

Office-602-277-4205/Fax-480-772-4241/www.azstaffing.com



1.13.2.2

VERIFIABLE ESTIMATE OF STAFFING SPECIALISTS CURRENT GENERAL LABOR
POOL

SAMPLE

1.13.2.2

**EMPLOYEE LISTING
STAFFING SPECIALISTS OF NEVADA LLC - Q959**

**General Pool - 398 employees
12/2/2014**

EMPID	EMPLOYEE NAME	DIV	BRCH	DEPT	SOCIAL SECURITY #	PAY FRQ	FED/ST --	STS EX --	TAX CODES SIT/SDI/SUI	HIRE DATE	RATE OR SALARY	LAST CHK DT
7448	[REDACTED]	T		500	XXX-XX-XXXX	52	S1	S1	AZ AZ AZ	12/04/2013	11.000	01/24/2014
7504	[REDACTED]	T		500	XXX-XX-XXXX	52	M5	M5	AZ AZ AZ	08/11/2014	11.000	11/21/2014
9789	[REDACTED]	T		500	XXX-XX-XXXX	52	S1	S1	AZ AZ AZ	10/09/2013	13.000	05/16/2014
427	[REDACTED]	T		500	XXX-XX-XXXX	52	M2	M2	AZ AZ AZ	08/26/2014	10.250	09/12/2014
9335	[REDACTED]	T		500	XXX-XX-XXXX	52	M3	M3	AZ AZ AZ	07/25/2014	11.000	08/22/2014
8994	[REDACTED]	T		500	XXX-XX-XXXX	52	S2	S2	AZ AZ AZ	12/12/2013	13.000	03/14/2014
8698	[REDACTED]	T		500	XXX-XX-XXXX	52	M1	M1	AZ AZ AZ	08/14/2014	9.500	09/19/2014
9048	[REDACTED]	T		500	XXX-XX-XXXX	52	M0	M0	AZ AZ AZ	12/11/2013	10.250	05/23/2014
4574	[REDACTED]	T		500	XXX-XX-XXXX	52	S99	S99	AZ AZ AZ	11/01/2007	8.400	02/07/2014
5514	[REDACTED]	T		500	XXX-XX-XXXX	52	S10	S10	AZ AZ AZ	04/14/2014	12.000	06/27/2014
5015	[REDACTED]	T		500	XXX-XX-XXXX	52	M1	M1	AZ AZ AZ	05/12/2014	13.000	05/30/2014
1988	[REDACTED]	T		500	XXX-XX-XXXX	52	S5	S5	AZ AZ AZ	07/08/2013	13.000	01/31/2014
1374	[REDACTED]	T		500	XXX-XX-XXXX	52	S99	S99	AZ AZ AZ	06/07/2014	7.900	07/25/2014
3198	[REDACTED]	T		500	XXX-XX-XXXX	52	S3	S3	AZ AZ AZ	04/22/2014	12.500	08/15/2014
2567	[REDACTED]	T		500	XXX-XX-XXXX	52	S5	S5	AZ AZ AZ	09/12/2014	15.000	09/26/2014
1576	[REDACTED]	T		200	XXX-XX-XXXX	52	S0	S0	TX TX TX	09/15/2014	8.000	10/24/2014
3604	[REDACTED]	T		500	XXX-XX-XXXX	52	S6	S6	AZ AZ AZ	06/03/2013	16.000	01/10/2014
3197	[REDACTED]	T		500	XXX-XX-XXXX	52	S1	S1	AZ AZ AZ	06/25/2014	10.000	07/03/2014
9135	[REDACTED]	T		500	XXX-XX-XXXX	52	M3	M3	AZ AZ AZ	04/07/2014	13.000	05/23/2014
9527	[REDACTED]	T		500	XXX-XX-XXXX	52	S1	S1	AZ AZ AZ	08/28/2014	10.250	09/05/2014
2090	[REDACTED]	T		500	XXX-XX-XXXX	52	S1	S1	AZ AZ AZ	08/07/2014	11.000	11/21/2014
2266	[REDACTED]	T		500	XXX-XX-XXXX	52	S9	S9	AZ AZ AZ	07/01/2014	10.250	08/29/2014
8000	[REDACTED]	T		500	XXX-XX-XXXX	52	M1	M1	AZ AZ AZ	06/25/2014	11.000	11/28/2014
7776	[REDACTED]	T		500	XXX-XX-XXXX	52	M4	M4	AZ AZ AZ	07/02/2014	12.500	11/07/2014
7205	[REDACTED]	T		500	XXX-XX-XXXX	52	S0	S0	AZ AZ AZ	08/12/2014	16.000	11/28/2014
2344	[REDACTED]	T		500	XXX-XX-XXXX	52	M3	M3	AZ AZ AZ	01/06/2014	9.000	02/07/2014

NUMBER OF EMPLOYEES 398

Total as of 12/2/2014



1.13.2.3

HISTORY OF STAFFING SPECIALISTS COMPETENCE IN PROVIDING STAFFING SERVICES

Staffing Specialists enjoys a sterling reputation in the industry incorporating long term client relationships (15—20 years) with local municipalities, private companies and organizations. We believe that our excellent standing and longevity in the community is a direct result of solid financial management, an acknowledged professional management team and a dedication to providing excellent staffing service suitable to client's specifications.

Staffing Specialists provides clerical, production, transportation and warehouse labor support to the municipalities- Town of Gilbert, Az, City of Tempe, Az along with ReCommunity Recycling facilities in Scottsdale, Az, Phoenix, Az, Tucson, Az and in San Antonio, TX along with Consolidated Resources/Recycling and Roll-Off Services, Glendale, Az on a consistent reoccurring basis. Under cooperative contract services we also currently provide CDL drivers to the City of Glendale (Bulk Trash Division) and to the City of Peoria. Many of our additional companies include staffing with CDL drivers, production, warehousing and administrative personnel.

SECTION THREE
OFFER SHEET

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-17
Temporary Workers For Recycling Facility and Public Works Department

3.0 OFFER SHEET

3.1 **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.

Pattie LaRosa Staffing Specialists NV, LLC
Authorized Signature Company's Legal Name
PATTIE LAROSA 4205 N. 7th Ave. Suite 204
Printed Name Address
Account Manager PHOENIX, AZ 85013
Title City, State & Zip Code
602.277.4205 480.772.4241
Telephone Number FAX Number
pattie@azstaffing.com December 13, 2014
Authorized Signature Email Address Date

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

Contact Name Phone Number Fax Number

Email Address

FEDERAL TAXPAYER ID NUMBER: 

Arizona Sales Tax No. Tax Rate

Offeror certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-17

Temporary Workers For Recycling Facility and Public Works Department

4.1 PRICE

Offerors shall offer their hourly wage in the unit price space provided with their administrative fees included based on the starting salary of \$8.05 for a Line Sorter, \$8.05 for Line Leads and Fork Lift Operators, and \$14.00 for Roll-Off Truck/General Equipment Operators. Offerors must also submit their standard percentage for overhead/administrative fees.

For example: The City starts a Line Sorter at \$8.05. If the Offeror charges the City \$10.22, then \$10.22 is what should be listed in the unit price. \$552,697.60 (\$10.22 X 54,080 hours) should be listed in the total price and the overhead/administrative percentage should be 26.96%. The percentage offered will be used as employees receive raises and in the event of any new positions that need to be added to the contract.

ITEM NO.	JOB DESCRIPTION	ANNUAL HOURS (A)	UNIT PRICE (B)	TOTAL PRICE (A X B)
4.1.1	Line Sorter	54,080	\$ <u>11.²⁷</u> /Hour	\$ <u>609,481.6</u>
4.1.2	Line Leads	6,240	\$ <u>11.²⁷</u> /Hour	\$ <u>90,723.5</u>
4.1.3	Forklift Operator	4,160	\$ <u>12.⁶⁰</u> /Hour	\$ <u>52,416.00</u>
4.1.4	General Equipment Operator – Sanitation	2,080	\$ <u>18.²⁰</u> /Hour	\$ <u>37,856.⁰⁰</u>
4.1.5	Vehicle/Equipment Mechanic – Sanitation Road Repair	2,080	\$ <u>21.⁰⁰</u> /Hour	\$ <u>43,680.⁰⁰</u>
4.1.6	Cashier – Scale House Landfill	2,080	\$ <u>12.⁶⁰</u> /Hour	\$ <u>26,208.⁰⁰</u>
4.1.7	Accounting Person	2,080	\$ <u>14.⁰⁰</u> /Hour	\$ <u>29,120.⁰⁰</u>
4.1.8	General Laborer – Landfill	2,080	\$ <u>11.²⁷</u> /Hour	\$ <u>23,441.60</u>
4.1.9	Heavy Equipment Operator-Landfill	2,080	\$ <u>18.²⁰</u> /Hour	\$ <u>37,856.⁰⁰</u>
4.1.10	Groundskeeper/Service Worker I – Public Works	2,080	\$ <u>12.⁶⁰</u> /Hour	\$ <u>26,208.⁰⁰</u>

GRAND TOTAL (Items 4.1.1 through 4.1.10)	\$ <u>895,339.⁰⁰</u>
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SECTION FOUR
PRICE SHEET

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-17
Temporary Workers For Recycling Facility and Public Works Department

4.2	Administrative/Overhead Fee	H0 %
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4.3 **DISCOUNT/PAYMENT TERMS:** The City standard is 2% 20 days.

Comply: YES NO

If your answer is NO, please state terms offered: _____

4.4 **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.

Company Name

Staffing Specialists NV, LLC

 GLENDALÉ	SOLICITATION ADDENDUM		CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2866
	Solicitation Number: RFP 15-17	Addendum No. 1	
Solicitation Due Date: December 3, 2014 2:00 P.M. (Local Time)			

RFP 15-17
TEMPORARY WORKERS FOR RECYCLING FACILITY, LANDFILL AND PUBLIC WORKS
DEPARTMENT
ADDENDUM NO. 1

As a result of the pre-proposal meeting conducted on Nov. 17, 2014 and subsequent clarification questions from prospective bidders, RFP 15-17 has been revised to include the following terms and conditions and clarification questions and answers.

1. ADDITIONAL LANGUAGE TO TERMS AND CONDITIONS

- 1.1 **TERM OF AGREEMENT** The term of agreement for this RFP shall be one (1) year initial period.
- 1.2 **OPTION TO EXTEND** The City may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years, renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the original contract period. Price adjustments will only be reviewed during contract renewal.
- 1.3 **PRICE ADJUSTMENTS** Price adjustments will only be reviewed during contract renewal.
- 1.4 **INSURANCE** Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier along with the applicable endorsements showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A- VII" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City, its officers, directors, employees, agents and assignees as an additional insured and shall be primary and non-contributory for any insurance and/or self-insurance coverage maintained by the City. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Contractor even if those limits are in excess of those required by this contract.**



SOLICITATION ADDENDUM

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2866

Solicitation Number: **RFP 15-17 Addendum No. 1** Page 2 of 5
Solicitation Due Date: December 3, 2014 2:00 P.M. (Local Time)

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

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 affect 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.

Contractor must provide certification of insurance and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required below. All certificates and endorsements are to be received and approved by the City within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without ten (10) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
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Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	\$1,000,000
Personal and Advertising	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations	\$1,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
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1.5 WORKER'S COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona



SOLICITATION ADDENDUM

CITY OF GLENDALE
Materials Management
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Solicitation Number: **RFP 15-17** Addendum No. 1 Page 3 of 5
Solicitation Due Date: December 3, 2014 2:00 P.M. (Local Time)

Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he/she shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of their sub-contractors, shall be considered the employees of such Contractor, or their sub-contractor(s), and not the employees of the City.

2. QUESTIONS AND RESPONSES

Question: On Line# 1.7, where will the drivers be operating the vehicles? Will they be operating on City streets? Or will the operation be confined to City landfill property?

Response: The CDL drivers will be operating on City streets and dropping off material (recycled and refuse) at the City Landfill.

Question: What are the City's expectations regarding Sections 1.3.13 and 1.3.14? Is this Monday-Friday? Will it be for the full month or just until we reach regularity? This worker will only be required for an hour in AM and an hour in the PM?

Response: The City expectations on 1.3.13 and 1.3.14 are for the Materials Recovery Facility (MRF) and are Monday through Friday; thirty (30) minutes prior to the start time of the employees' shift and at the end of the employees' shift for the first 30 days of the contract. (Startup time and shutdown time may vary and will be specified once the contract has been awarded.)

Yes, the Contractor's on-site representative will be required an hour in the morning and an hour in the afternoon.

Question: What are your expectations regarding Section 1.13.1.8 (Computer generated employee tracking reports to the City)? What format is the City looking for? Would an Excel document suffice?

Response: An Excel document will be acceptable.



GLENDALÉ

SOLICITATION ADDENDUM

Solicitation Number: RFP 15-17 Addendum No. 2 Page 1 of 1

Solicitation Due Date: December 11, 2014 2:00 P.M. (Local Time)

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2866

RFP 15-17 TEMPORARY WORKERS FOR RECYCLING FACILITY, LANDFILL AND PUBLIC WORKS DEPARTMENT ADDENDUM NO. 2

The following revisions and clarifications have been made to Request for Proposal No. 15-17:

1. BID DUE DATE AND TIME has been changed to:

December 11, 2014, 2:00 PM, LOCAL TIME

2. CLARIFICATION QUESTION AND ANSWER

Question : Can you send us a list of the city approved personal protective equipment (PPE) items that are required and an estimate of how much of each item is used monthly? (See RFP Section 1.3.26)

Answer:

- OSHA & City approved gloves
Approximately 40 pairs ANSI Abrasion Level 3 Gloves (Cloth with rubber palm)
- OSHA & City approved safety glasses
Approximately 30 pair ANSI Z87.1-2010, Safety Glasses (Clear lens)
- OSHA & City approved hard hats
Approximately 40 each Z89.1 Type 1, Class E, Hard Hats – Bi annually (Yellow color)
- OSHA & City approved hearing protection (where required)
Approximately 1 case ANSI 53.19-1974, Ear Plugs
- City approved dust masks (per ADOSH requirements)
Approximately 150 each NIOSH N95 Dust Mask

All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offerors must acknowledge receipt and acceptance by returning this addendum with their proposal.

Name of Company: STAFFING SPECIALISTS NV, LLC

Address: 4205 N. 7TH AVE STE 204 PHOENIX, AZ 85013

Authorized Signature: Pattie La Rosa

Print Name and Title: PATTIE LA ROSA -SENIOR ACCOUNT MANAGER



GLENDALÉ

SOLICITATION ADDENDUM

Solicitation Number: **RFP 15-17** Addendum No. 1 Page 4 of 5
Solicitation Due Date: December 3, 2014 2:00 P.M. (Local Time)

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2866

All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal.

Name of Company: STAFFING SPECIALISTS NV, LLC

Address: 4205 N. 7TH AVE STE 204 PHOENIX, AZ 85013

Authorized Signature: Pattie La Rosa

Print Name and Title: PATTIE LA ROSA- SENIOR ACCOUNT MANAGER



SOLICITATION ADDENDUM

Solicitation Number: **RFP 15-17** Addendum No. 1 Page 5 of 5
Solicitation Due Date: December 3, 2014 2:00 P.M. (Local Time)

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2866

EXHIBIT B

Temporary Workers for Recycling Facility, Landfill & Public Works

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be Hourly Rate plus reimbursable expenses for Consultant and all Sub-consultants. Documentation including monthly status report must be included with each Payment Application.

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 \$269,360 per fiscal year, or a maximum of \$1,346,800 if the City exercises all renewal options contemplated in Section 13 (Term) of this agreement.

DETAILED PROJECT COMPENSATION

Roll-Off/General Equipemnt Operator - \$21.00 per hour

Vehicle/Equipment Mechanic - \$28.00 per hour

Cashier - Scale House - \$16.45 per hour

Accounting Person - Landfill/MRF - \$20.65 per hour

Heavy EuiPMENT Operator - Landfill - \$22.40 per hour

Staffing Specialists NV

RFP 15-17

Line Item	4.1.4	4.1.5	4.1.6	4.1.7	4.1.9
	Roll-Off/General Equipment Operator (Sanitation/MRF)	Vehicle/Equipment Mechanic (Road Mechanic)	Cashier- Scale House	Accounting Person (Lanfill/MRF)	Heavy Equip. Oper. Landfill
Max \$ per hr.	\$15.00	\$20.00	\$11.75	\$14.75	\$16.00
% Mark-up	40%	40%	40%	40%	40%
\$ Mark-up	\$6.00	\$8.00	\$4.70	\$5.90	\$6.40
Billable Rate	\$21.00	\$28.00	\$16.45	\$20.65	\$22.40
# Temps	2	1	1	1	1
Hours per Wk.	40	40	40	40	40
Hour Annually	4,160	2,080	2,080	2,080	2,080
Annual Exp.	\$87,360.00	\$58,240.00	\$34,216.00	\$42,952.00	\$46,592.00

Total \$269,360.00

EXHIBIT C

Temporary Workers for Recycling Facility, Landfill & Public Works

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.