

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

This Agreement for Technical Recruiting & Staffing Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Bara Infoware, Inc., a California corporation, authorized to do business in Arizona, (the "Contractor"), as of the 25 day of October, 2016.

RECITALS

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

AGREEMENT

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

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

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

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

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 **Coordination: Interaction.**

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

3.5 **Work Product.**

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

4. **Compensation for the Project.**

4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$300,000 for the entire contract Term, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

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

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

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

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

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

6. Termination.

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

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

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

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

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

8. **Insurance.**

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

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

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

8.2 Sub-contractors.

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

8.3 Indemnification.

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

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

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

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

11. **Notices.**

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

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

11.2 **Representatives.**

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

Bara Infoware, Inc.
c/o Kabir Dargan
4115 Blackhawk Plaza Circle, Suite 100
Danville, CA
925-790-0130
kabir.dargan@barainfo.com

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

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

With required copy to:

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

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

c. **Concurrent Notices.**

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

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

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

13. Entire Agreement; Survival; Counterparts; Signatures.

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

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

13.2 Interpretation.

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

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

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation



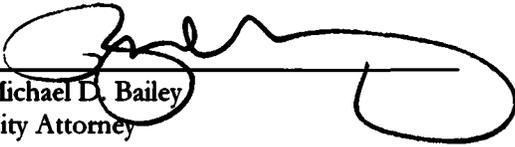
By: Kevin R. Phelps
Its: City Manager

ATTEST:



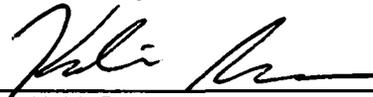
Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

Bara Inforware, Inc.,
a California corporation



By: Kabir Dargan
Its: Business Manager

EXHIBIT A
TECHNICAL RECRUITING & STAFFING
PROJECT

Bara Infoware, Inc. shall provide technical recruiting and staffing services as described on the attached Exhibit A.



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 16-42

DESCRIPTION: TECHNICAL RECRUITING & STAFFING

PUBLISHED DATE: APRIL 14, 2016

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

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

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

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

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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



**City of Glendale
Materials Management
Solicitation Number: RFP 16-42
TECHNICAL RECRUITING & STAFFING**

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

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

1.1 INTRODUCTION

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

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

1.2 SCOPE OF SERVICES

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

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

1.2.2 **RECRUITMENT REQUIREMENTS:**

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

- Systems Analyst
- Systems Administrator
- Network Engineer

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|  <p>GLEND/LE</p> | <p style="text-align: center;">City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING & STAFFING</p> | <p style="text-align: center;">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p> |
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- Database Administrator
- Network Engineer (SCADA experienced)
- Control System Engineer

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

1.2.2.1.1 Identifying Candidates

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

1.2.2.1.2 Upon Identification of Top Candidate:

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

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|  | City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING & STAFFING | CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 |
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1.2.3 SELECTED CANDIDATE:

1.2.3.1 Recruitment Fees:

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

1.2.3.2 Temp-to-Hire:

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

1.2.3.3 Background Checks:

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

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2. SPECIAL INSTRUCTIONS

2.1 PRE-OFFER CONFERENCE

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

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

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

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

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

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

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

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

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2.3.4 ADDENDUM, Return all addenda (if applicable).

2.3.5 SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)

2.4 SUBMISSION REQUIREMENTS

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

2.4.1 EXPERIENCE AND QUALIFICATIONS

2.4.1.1 Offeror's proposal should include:

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

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

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

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

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

2.4.2 METHOD OF APPROACH

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

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

2.4.3 CAPACITY OF OFFEROR - KNOWLEDGE OF PHOENIX MARKET

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

2.4.4 PLACEMENT GUARANTEE

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

2.4.5 PRICING STRUCTURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.3 PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**
Coverage shall be at least as broad as:
- 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.5.1.2 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code

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

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

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

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

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

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

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

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

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

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

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

3.6 INDEMNIFICATION CLAUSE:

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

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

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

For purposes of this provision, the following definitions apply:

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

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

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

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

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

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

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

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

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

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|  <p>GLENDALÉ</p> | <p>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING & STAFFING</p> | <p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p> |
|---|---|---|

- 3.14 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.15 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.



Bara Infoware, Inc.

Small Disadvantaged Business (SDB) Small Business

**Response: Solicitation# RFP 16-42
Technical Recruiting & Staffing (Original)**

Date: May 03rd, 2016



Submitted to:

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

Submitted by:

| | |
|-------------------------------|--|
| Name, Title: | Kabir Dargan(Business Manager) |
| Address (Street and Suite #): | 4115, Blackhawk Plaza Circle, Suite #100 |
| Address (City, State, Zip) : | Danville, CA 94506 |
| Email : | kabir.dargan@barainfo.com |
| Phone : | 925-790-0130 Extension: 23 |
| Fax: | 925-399-4427 |
| DUNS Number: | 965021269 |
| Tax ID # : | 77-0483681 |
| Cage Code: | 30KF8 |
| Size of business: | Small Disadvantaged |

Disclaimer: This response includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this RFP. If, however, a task order is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting task order. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.



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Plan • Build • Defend



2.3.1 Cover Sheet

Dear Connie Schneider, C.P.M.,

Date: 29th April, 2016

Bara Infoware, Inc. (Bara) is pleased to submit a proposal for RFP- #16-42: Technical Recruiting & Staffing.

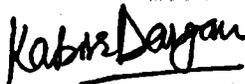
Established in 1998, Bara is a Small Business certified Company. Bara's firm belief in professionalism, reliability and commitment has enabled it to create successful and long lasting relationships with client and consultants. Bara has been successful in delivering quality professional services with unmatched efficiency and great flexibility as a result of its deep understanding of Information Technology Consulting.

The attached response addresses all the requirements identified in the current solicitation. Bara acknowledges and agrees to all the terms of the client, including rules and procedures, terms and conditions mentioned in this RFP/RFO. We look forward to working with you to ensure successful completion of the project.

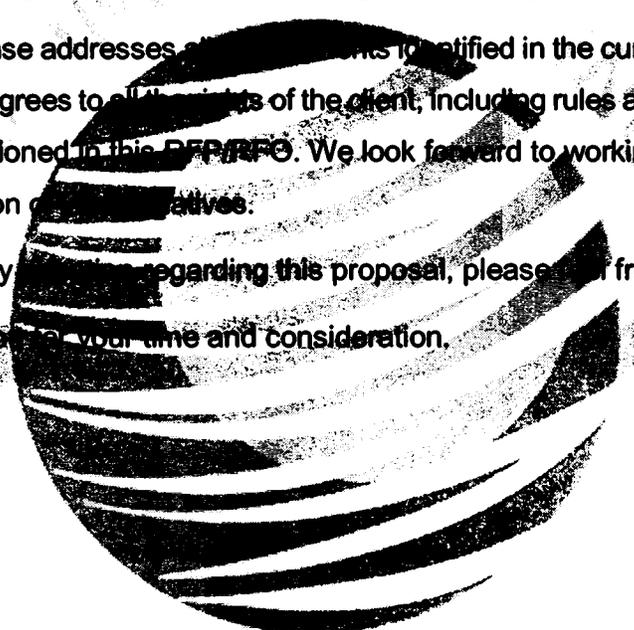
Should you have any questions regarding this proposal, please feel free to contact me.

Once again thank you for your time and consideration.

Sincerely



Kabir Dargan
Business Manager
Bara Infoware, Inc. (Bara)
4115, Blackhawk Plaza, Suite #100
Danville CA 94506
Email: kabir.dargan@barainfo.com



Plan • Build • Defend



2.3.4 ADDENDUM. RETURN ALL ADDENDA (IF APPLICABLE)

| | | | | |
|--|--------------------------------|------------------------|-------------|--|
|  GLENDALE | SOLICITATION ADDENDUM | | | CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX |
| | Solicitation Number: RFP 16-42 | Addendum #1 | Page 1 of 2 | |
| Solicitation Due Date: May 3, 2016 | | 2:00 p.m. (Local Time) | | |

RFP 16-42 Technical Recruiting & Staffing

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

ADD:

1. In Section 1.2.2.1.1 Identifying Candidates:

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

CLARIFICATION:

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

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



EXHIBIT A

| | | | |
|---|------------------------------------|------------------------|--|
|  GLENDAL | SOLICITATION ADDENDUM | | CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX |
| | Solicitation Number: RFP 16-42 | Addendum #1 | |
| | Solicitation Due Date: May 3, 2016 | 2:00 p.m. (Local Time) | |

CORRECTION:

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

- 2.3.2 OFFER SHEET, Section ~~5.0~~ 4.0
- 2.3.3 PRICE SHEET, Section ~~6~~ 5.0

Name of Company: Bara Infoware, Inc.

Address: 4115, Blackhawk Plaza Circle, Suite 100 Danville CA 94506

Authorized Signature: *Kabir Dargan*

Print Name and Title: Kabir Dargan (Business Manager)



2.4.1 EXPERIENCE AND QUALIFICATIONS

2.4.1.1 Offeror's proposal should include:

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

Reply

Company Profile and history

Barafware Inc. (Bara) launched its business in 1998 with focus on IT staffing and consulting. Through use of technology and focused client services, Bara has developed rapidly since inception, Major milestones are listed below.

- 60+ IT and Management professionals
- Revenue of \$56M since inception
- Current GSA IT Schedule 70 Contract
- SBA, SDB certified

Bara has extensive experience in providing IT staffing and technical recruitment services to various Federal/ State & Local Government Agencies and Commercial Clients. Bara consultants with over 1000 man years of experience have provided over 100 man years of services in Information Technology staff augmentation, application development since 1998. Bara has an aggressive recruitment capability, especially for ability to quickly meet contingencies and/or surge requirements. Our internal candidate database possesses more than 400,000 pre-screened candidate resumes, which is updated at regular intervals.

Bara's infrastructure is backed by a highly dedicated and result-oriented professionals. With more than 50 highly skilled professionals, Bara provides full spectrum of technology services ranging from business and IT operations to managing IT projects. Bara ensures its commitment to satisfy all client requests by following these principles:

- Understanding the client's business
- Verifying that staffing solutions meet client requirements
- Making provisions of quality assessment & training for addressing market challenges
- Monitoring, benchmarking and continuously improving its business products and services, organization and employees' performance

Bara has a blend of technical and managerial resources with niche skills available to provide the client with high quality solutions from time to time. Bara's technical manpower has the experience of working on a variety of projects of varying degree of complexity and is constantly trained to maintain excellence.

Bara is strongly positioned to service the staffing requirements under this MSA from its Danville (CA) office, backed with:

- Bara's in-house team of available highly skilled consultants nationwide coupled with local candidates and independent consultants.
- Bara's ability to recruit qualified consultants and deliver to the client within 1-5 days of time period
- Team of Talent Operation Specialists (TOSs), a strong staffing approach
- Web-based Recruitment system for automated operations.



EXHIBIT A

Below is a list of Federal / State & Local Government and Commercial sector clientele of Bara:

| Federal | |
|-------------|---|
| 1. | Executive Office of the President |
| 2. | Naval Supply Systems Command |
| 3. | Naval Facilities Engineering Command [NAVFAC] |
| 4. | U.S. Army Corps of Engineers |
| 5. | US Army Reserve |
| 6. | National Guard Bureau |
| State/Local | |
| 7. | State of California |
| 8. | State of Washington |
| 9. | District of Columbia |
| 10. | State of Florida |
| 11. | State of New York |
| 12. | County of San Mateo |
| Commercial | |
| 13. | Veterans Support Services |
| 14. | Eagle Services |
| 15. | Antechno |
| 16. | NVISH |

Bara's Organization chart is depicted below.

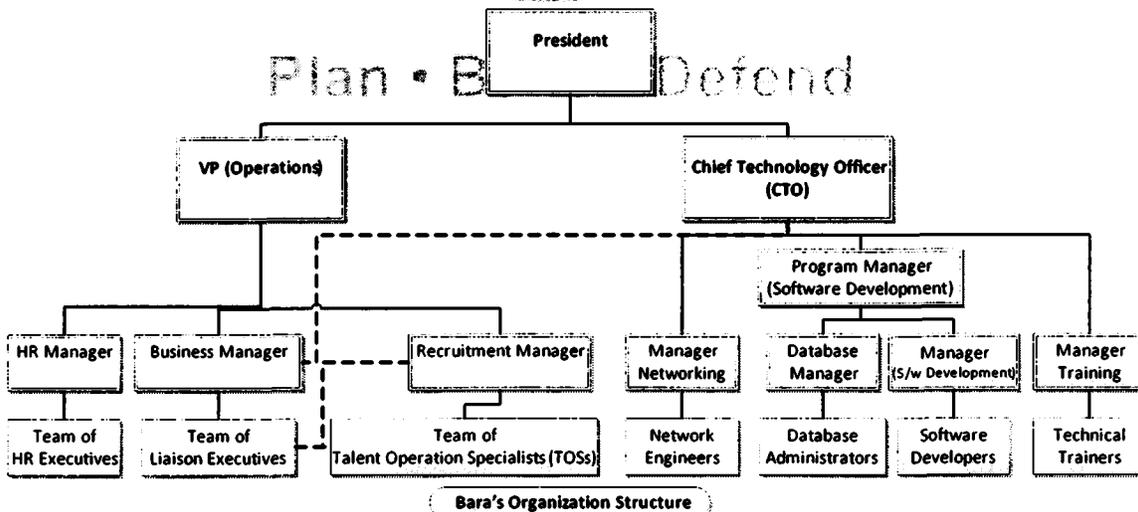




EXHIBIT A

Bara's Business Locations and number of years in business

Bara has been providing similar services as requested in this RFP for the last 17 years. Bara is headquartered in California with offices in Florida, Washington and New York states.

Bara's Liaison Executive would be responsible to service this contract from the Danville (CA) office, who will act as dedicated communication point between the customer and the subcontractors. Bara's Liaison Executive will make monthly visits to the Texas State, county/local government offices, and public education entities, with a focus on assessing their future IT staffing requirements

Bara's Liaison Executives are backed by a team of highly skilled IT consultants and Talent Operation Specialists (TOS), which enables Bara's capacity to place highly qualified consultants with niche skills in short turnaround time.

Bara possesses a state-of-the-art Talent Management capability that is the cornerstone of our ability to deliver appropriate talent with speed, agility, and a high degree of efficiency. The core of this capability lies within our Talent Operations Center(s) (TOC). Bara maintains three (3) separate TOCs geographically located throughout the U.S. (depicted in Figure on the right), ensuring rapid mission solutions.

Primary National Centers



Bara's Talent Operation Centers are located to provide nationwide support.

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

Reply

Prior experience of Bara's Account Management and Customer Relationship Team is listed in table below.

| Team Member Name, Role & Experience | Prior Account Management Experience |
|---|--|
| Kabir Dangan (Business Manager) possesses progressive experience of 9+ years in managing high value clients across the states with exceptional business communication skills. | <ul style="list-style-type: none"> > Executive Office of the President > Naval Supply Systems Command > Naval Facilities Engineering Command [NAVFAC] > U.S. Army Corps of Engineers > Army Reserve > National Guard Bureau > State of Washington > State of California > State of New York > State of Arizona |
| Kamlesh Batna (Liaison Executive) possesses 18+ years of experience managing multiple accounts. | <ul style="list-style-type: none"> > U.S. Army Corps of Engineers (Vicksburg and CA) > US Army Reserve (West Coast 15 States) (CA) > National Guard Bureau (CA) > Naval Facilities Engineering Command [NAVFAC] (San Diego) > Naval Supply Systems Command (San Diego) > Department of Education, CA > Department of Transportation, CA > County of San Monteo |
| John Paul (Liaison Executive) has 6 years of experience handling critical accounts. | <ul style="list-style-type: none"> > Department of Social & Health Services, WA > Department of Labor & Industries, Olympia, WA > Department of Transportation, Olympia, WA > Department of Employment Security, WA |
| Ajay (Liaison Executive) possesses 8 years of experience managing multiple clients. | <ul style="list-style-type: none"> > New York Port Authority, NY > Executive Office of the President, Washington DC > District of Columbia Government, Washington DC |



EXHIBIT A

| | |
|---|--|
| | <ul style="list-style-type: none"> ➤ Internal Revenue Services, Washington DC ➤ State of Arizona ➤ State of Florida |
| Marcus (Recruitment Manager) with 10+ years of progressive recruitment experience has exceptional skills to identify/select the right candidates meeting/exceeding client requirements. | <ul style="list-style-type: none"> ➤ Executive Office of the President ➤ Naval Supply Systems Command ➤ Naval Facilities Engineering Command [NAVFAC] ➤ U.S. Army ➤ National Guard Bureau ➤ State of Washington ➤ State of California ➤ State of New York ➤ Department of Education, State of Maine |

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

Reply

Management and Customer Relationship Team:

Barafware has executed similar type of contracts in IT Staffing and Recruiting business with various Federal and State Government Agencies for the last 17 years. Barafware has a dedicated team with experience and good understanding of Government contracts.

Barafware's Business Manager and team of Liaison Executives is responsible to keep track of State's contract requirements. Barafware's Liaison Executive will work very closely with the Procurement Department and Barafware's on-site/on-site IT Staff.

Barafware has a proven organizational structure and highly skilled management team to ensure that project requirements are met. This approach includes providing:

- Clearly defined roles and responsibilities to execute the project.
- Staff with multiple methods of communicating with Team members.
- Flexibility to expand contract staffing to meet the objectives of ITSAC contracts.

Activities of the Key Team to ensure the contract requirements:

The following is the overview of the key activities that to ensure uninterrupted, high quality performance and overall contract effectiveness:

| Team | Roles | Activity Performed |
|-------------------------------------|---|---|
| Key Management | <ul style="list-style-type: none"> ➤ Business Manager ➤ Liaison Executives | <ul style="list-style-type: none"> ➤ Contract Management and execution ➤ Quarterly meeting with State vendor management team ➤ Monthly meeting with DIR Management/ DIR's Customers <ul style="list-style-type: none"> ○ Meet DIR's customers to market ITSAC contract ○ To understand future IT needs ○ Gather feedback on performance of Barafware's On-site staff ➤ Quarterly meetings with Purchase Department to monitor Contract Performance ➤ Submit Monthly Compliance Reports ➤ Weekly dashboard reports to Executive Management |
| Back Office Staffing Operation Team | <ul style="list-style-type: none"> ➤ Recruitment Manager ➤ Talent Operation Specialists | <ul style="list-style-type: none"> ➤ Manage IT Staffing need of State requisitions ➤ Write Synopsis of the State requisitions ➤ Search suitable candidates ➤ Format resumes as per State requirement ➤ Screen candidates |



EXHIBIT A

| Team | Roles | Activity Performed |
|---------------------------|---|---|
| Human Resource Management | <ul style="list-style-type: none"> ➤ HR Executives | <ul style="list-style-type: none"> ➤ Collect periodic feedback of On-site staff working <ul style="list-style-type: none"> ○ Create issue ticket and direct to respective department ○ Monitor tickets and share updates to the concern staff ○ Create a training request ➤ Send monthly updates of Bara news or any policy changes to On-site IT staff ➤ Publish referral program |

Areas of expertise

Bara has expertise in areas including but not limited to following:

| Technology | Skills Area |
|----------------------------|--|
| Web Technologies | Visual Studio 6.0/.NET, Visual Interdev, SQL Server, VBScript, Java/J2EE, Java Script, ASP.NET/ VB.NET/ADO.NET/C#, Domino/Notes, Transaction Server, ASP, ActiveX, Active Directory, Web Services, VC++ |
| LAN/WAN/ IT Infrastructure | Cisco, Novell, Microsoft, Server security (NT/Windows2010, Active Directory), Network security (firewalls, intrusion detection, etc), Network protocols- TCP/IP, DHCP, DNS, WINS, SNMP, SMTP, NAT Performance monitoring concepts, tools & techniques Network Server, Windows 200x, HP-UX, Solaris, Linux, UNIX, SANS, EMC |
| Web Technologies | Visual Studio 6.0/.NET, Visual Interdev, SQL Server, VBScript, Java/J2EE, Java Script, ASP.NET/ VB.NET/ADO.NET/C#, Domino/Notes, Transaction Server, ASP, ActiveX, Active Directory, Web Services, VC++ |
| Modeling | Rational Rose, UML, Erwin ERX |
| LAN/WAN/ IT Infrastructure | Cisco, Novell, Microsoft, Server security (NT/Windows2010, Active Directory), Network security (firewalls, intrusion detection, etc), Network protocols- TCP/IP, DHCP, DNS, WINS, SNMP, SMTP, NAT Performance monitoring concepts, tools & techniques Network Server, Windows 200x, HP-UX, Solaris, Linux, UNIX, SANS, EMC |
| OOP / OOD | C++, Java/J2EE, Java Swing/AWT, Applets, JavaScript/Jscript/VB Script, JSP/Servlets, EJB/JB |
| Business Analysis | IBM Rational Suite, DOORS, Clear Quest, iGraphics |
| Reporting | Crystal Report, MSSQL Reporting services, Data Dynamic Active Reports |
| Project Management | PMP certified, Project Management, Risk management, Resource planning, Cost Analysis, |
| Databases | Oracle, Sybase, Informix, MS-SQL Server, MySQL, DB2, Oracle Business Suite |
| Mainframe | IBM mainframe, z/OS, system utilities, COBOL 370, CICS, eCOBOL, ADABAS/Natural, Endeavor, RACF, N20, CA7, EOS, CA-ADSO, IBM/DB2 for OS390, COBOL/DC |
| Middleware | COM/DCOM/CORBA, EAI, MQ-Series, WEB Services, Tuxedo |
| Testing | Quick Test Pro, Load Runner, Win Runner, Test Director, Rational Robot, Rational Test Manager, Performance Studio, QA Run, QA Director |
| Data Warehouse | Informatica, Cognos, Business Objects, Brio, TERADATA |
| Desktop Support | Installing/configuring/troubleshooting PC hardware and peripherals and software |



EXHIBIT A

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

Reply

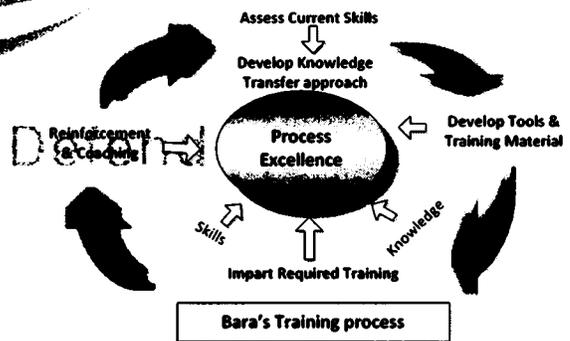
Details of recruitments undertaken which are of similar nature based on the City's Specifications, are listed in below table:

| # | Government Agencies | Count | | |
|-----|---|-------|----|---|
| | | | | |
| 1. | Executive Office of the President | 2 | 3 | 0 |
| 2. | Naval Supply Systems Command | 2 | 9 | 1 |
| 3. | Naval Facilities Engineering Command [NAVFAC] | 5 | 2 | 0 |
| 4. | U.S. Army Corps of Engineers | 2 | 1 | 0 |
| 5. | US Army Reserve | 5 | 9 | 0 |
| 6. | National Guard Bureau | 7 | 11 | 1 |
| 7. | State of California | 13 | 15 | 2 |
| 8. | State of Florida | 0 | 5 | 0 |
| 9. | State of Arizona | 4 | 2 | 1 |
| 10. | State of Washington | 1 | 10 | 0 |
| 11. | State of | 0 | 1 | 3 |
| 12. | County of San Mateo | | 0 | 1 |

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

Reply

Barafware encourages its consultants to undergo skill upgradation trainings. Barafware encourages its temporary employees to get certifications by reimbursing the cost of certification. Barafware's employee training process is depicted in figure on the right. Our on the job training programs are designed to provide consultants with the skills and knowledge required to execute the complex projects.



Following is a list of training courses offered by Barafware to its temporary employees.

| Training Course Description | Training Provider | Duration (Days) |
|----------------------------------|-------------------|-----------------|
| Data Structure implementation | In-House | 1 |
| .NET Framework | In-House | 2 |
| ASP.NET Advanced | In-House | 2 |
| Object Oriented Programming - C# | In-House | 1 |



EXHIBIT A

| Training Course Description | Training Provider | Duration (Days) |
|---|-------------------|-----------------|
| J2EE Architecture | In-House | 2 |
| MDA Approach | In-House | 1 |
| Design Patterns | In-House | 2 |
| Service Oriented Architecture | In-House | 2 |
| Project Management | External | 5 |
| CMMI Training | External | 2 |
| Advance Writing Skills | External | 3 |
| Six Sigma/TQM | External | 2 |
| Organization Behavior | External | 2 |
| Software Development Life Cycle- PowerRAD Approach | In-House | 2 |
| Enterprise Application Integration (MQ Series, Tibco) | In-House | 2 |
| J2EE Development (EJB, JSP, JDBC etc) | In-House | 2 |
| Application Servers (Weblogic, Websphere etc) | In-House | 2 |
| Consulting Skills | In-House | 2 |
| Application Testing/QA | In-House | 2 |
| Advanced concepts on COBOL, CICS, ADABAS, NATURAL | In-House | 5 |
| Database Administration (Oracle, MS SQL Server) | In-House | 4 |

To effectively generate new ideas, consultants are trained in problem solving, including an ability to think "outside the box". The program includes how to identify problems, prioritize, analyze root causes, identify possible counter-measures, implement the solution, and check whether the solution actually works.

2.4.2 METHOD OF APPROACH

2.4.2.2 Offerors shall clearly provide their written understanding of the City's requirements, meeting the terms and conditions of the RFP and attaching the proposed methods to accomplish the needs of the City

Reply

Capabilities

- Extensive IT Staffing & Recruitment experience
- Streamlined internal processes; and robust resume collection
- Sorting, tracking and search capabilities
- Dedicated / trained recruiting team
- Short turnaround time for Resume Submission

Experience

- Handled more than 3000 requirements.
- Submitted more than 7500 Resumes till date.
- More than 500 successful placements till date

Bara has extensive experience in providing IT staffing and technical recruitment services to various Federal/ State & Local Government agencies and Commercial clients. Bara consultants with over 1000 man years of experience have provided over 100 man years of services in Information

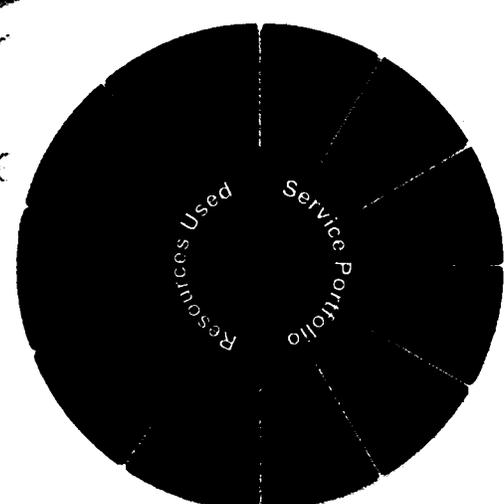
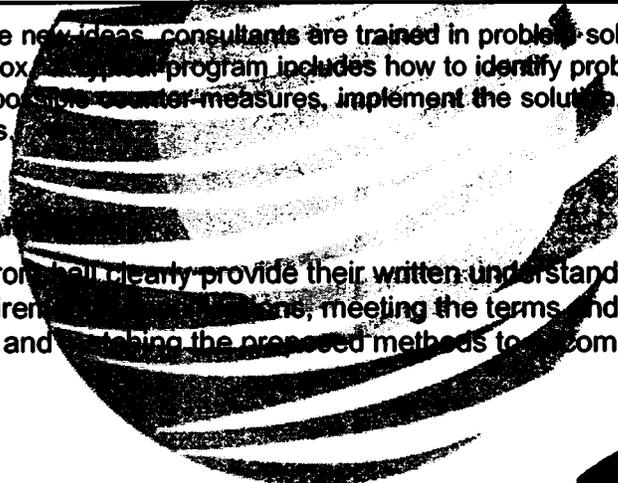




EXHIBIT A

Technology staff augmentation/ application development since 1998. Barafware has an aggressive recruitment capability, ensuring our ability to quickly meet any contingencies and/or surge requirements. Our internal candidate database possesses more than 400,000 pre-screened candidate resumes, which are updated at regular intervals.

Barafware's infrastructure is backed by a highly dedicated and result oriented professionals. With more than 50 highly skilled professionals, Barafware provides full spectrum of technology services ranging from business and IT consulting, for managing IT projects. Barafware ensures its commitment to satisfy all client requests by following these principles:

- Understanding the client's needs
- Verifying that staffing services meet client requirements
- Making provisions of quality assessment & training for accepting market challenges
- Monitoring, benchmarking and continuously improvising its business products and services, organization and employees' performance

Barafware has a blend of technical and managerial resources with niche skills available to provide the client with high quality solutions from time to time. Barafware's technical manpower has the experience of working on a variety of projects of varying degree of complexity and is constantly trained to maintain excellence.

2.4.2.2 Offeror shall provide a communication plan between key personnel and the City of Glendale

Reply

Barafware has a well-defined communication plan in place with substantial flexibility in reporting and coordination to meet all client requirements. Barafware's Liaison Executive would be the single Point-of-Contact (POC) for communication between Barafware and City of Glendale and our Business Manager would serve as a backup in case of unavailability of the Liaison Executive.

Barafware's Business Manager and Liaison Executive are always available online and are telephonically accessible. If under any circumstance one is unable to respond to a communication immediately, they will contact the client within two hours from the time a communication is received from the City personnel. In addition, Barafware's Liaison Executive will make bi-weekly/needs basis visits to the City of Glendale, with a focus on addressing your IT recruitment requirements. Barafware's liaison executive will collaborate with the Contracting Officers of the City of Glendale to provide uninterrupted services in an expedited manner.

Barafware's Business Manager and the Liaison Executive are involved in executing sales, order processing and supporting customers, through-out the sales lifecycle. Barafware's Business Manager and the Liaison Executive work in close contact with Top management and have the capacity to take on the spot decisions in case of any exigency. The Liaison Executives are supported by the back-office staff consisting of Accounts professionals for providing all accounting, payroll and invoicing requirements under the contract, Administration executives service all insurance, employee benefits and employee relationship requirements.



EXHIBIT A

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

Reply

Barafire has an aggressive recruiting capability, ensuring our ability to quickly meet any contingencies and/or surge requirements. Our internal candidate database houses more than 400,000 pre-screened candidate resumes and profiles, as illustrated in Figure on the right. Additionally, we have access to millions of additional candidates through subscriptions to all major internet resume databases. We actively explore other candidate resources, including print ads in newspapers and trade journals, job fairs, trade fairs, college fairs, college placement offices, alumni associations, website banner ads, professional user groups, trade associations and outplacement centers. We also have an extremely effective employee referral program. Due to the success of these programs, we are able to secure the most highly qualified candidates for customer's needs by tapping into the passive job seeker market.



Ready to commence operations
Immediately upon selection

Figure: Our Consultant database houses 400K+ resumes of known, vetted candidates.

Staffing Approach

Barafire offers a unique capability to rapidly and effectively respond to planned or unforeseen "spikes" in client requirements. Recognizing that customer's business environment may necessitate rapid adjustment of plans; our Personnel Management system is fully capable of meeting both anticipated and unanticipated surges in requirements. A high level overview of our Sourcing Approach is shown below in Figure 3:

- Notification of requirements
- Assignments to Talent Operations Specialists
- Track every opening on every program
- Report progress

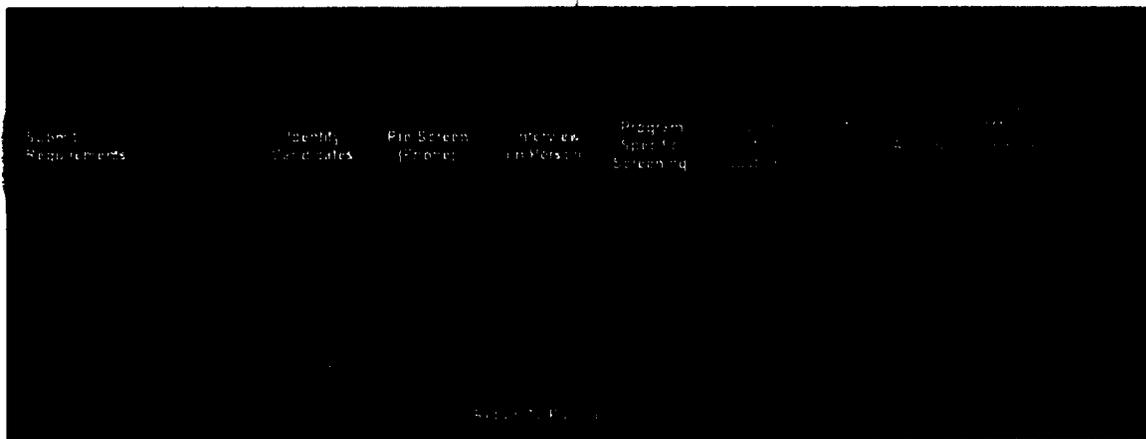


Figure 3 – Our Talent Operations process ensures an average turnaround of two weeks or less for candidate identification.

When evaluating potential employees, Barafire closely screens candidates for their skill sets, communication abilities, education, accomplishments, and the candidate's interest in providing specific services as required by the client's program requirements, as well as their ability to work



EXHIBIT A

as team players. All this ensures that only the most highly qualified candidates, with verified records of accomplishment, will be proposed for placement on the program.

If resources are not available internally, we respond by hiring new staff, outside consultants, or adding additional subcontractors.

We continually make significant investments in our applicant tracking software, recruiting software, and other tools we use to our customers' benefit.

Web-based Recruitment System – Bara maintains a robust, proprietary Recruitment system, which is currently populated with over 400,000+ current candidate resumes and profiles. This software allows our Talent Operation Specialists (TOSs) to identify a large pool of potential candidates and then quickly narrow that pool down to the candidates that best match our customer's requirements. Here are some of the features built in to our system that allows our TOSs to deliver results to our customers on time:

- **Web-based System:** Our web based software allows entire TOSs nationwide to interact with our customer requirements and Sub-contractor/partner companies in real-time. Sub-contractor partner companies have the option to submit their candidates online, which in-turn are delivered to the TOS's desktop.
- **Automated Agents:** Agents are set up within the online system that constantly search both our internal database as well as external database systems for candidates with skills that match the needs required on our most important programs. Once the agent identifies a candidate, it is delivered to the TOS's desktop.
- **Skills Inventories:** Every candidate within our system has a detailed skills inventory associated with their profile. Our software parses this information directly from candidate resumes into the database, we are then able to match candidate's skills directly with the skills required by the client job requirements.
- **Automated Posting:** When a client job requirement is entered into our system, they are automatically posted to the internet for potential job seekers with the click of a button.
- **Instant Communication:** Our system is equipped with a feature that allows our TOSs to do a broad or narrow search and then instantly contact each candidate with a personalized email.

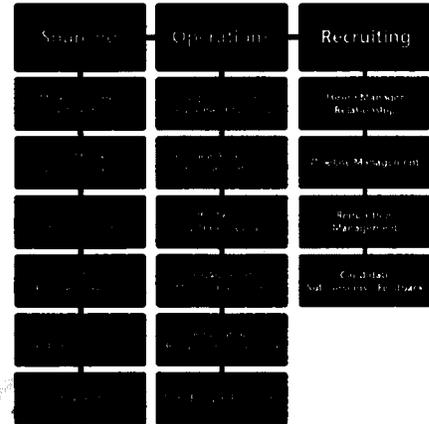


Figure 4 - Bara's Talent Acquisition Model

Job Boards – Bara also uses Intelligence Careers, major news publications, and numerous other industry and skill-specific databases to advertise our open positions locally and/or nationally. All jobs are posted on our web site where job seekers can actually register and submit their resumes on-line.

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

Reply

Bara has adopted and fully supports a formal and continuing program of review, evaluation and modification of our operations at all levels to ensure the highest quality services for our customers. In fact, Bara's key to success is the Quality Process followed in hiring consultants. A web-based recruitment management solution has been implemented and all the recruiters use this application to ensure that quality process is followed consistently to satisfy all the client's requests:

Phase 1: Resume Identification

Bara's RMT (*Resume Miners Team*) team checks each resume as per client's Requirement, before passing that resume to the Technical Recruiters.

Phase 2: Prescreening



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- Execute a comprehensive prescreen that confirms motivation, salary, skill level, clearance, and potential team fit, discuss salary
- Provide company overview and explain benefits
- Evaluate aptitude by discussing team scenarios

Phase 3: Technical Skills Evaluation

- Conduct detail technical interviews based upon client's requirement.
- Check effective communication, creativity, analytical thinking.
- Prepare the feedback form by filling results of the interview.

Phase 4: Reference Verification

- Every consultant is required to provide at least three professional references,
- References are cross checked by our recruiters prior to submitting the candidate to the client.

Phase 5: Criminal and background Check

- Bara can perform the criminal and background check if required by the client.

2.4.2.5 Offeror shall describe types of testing conducted and screening processes used, prior to selecting a candidate in their temporary staff pool

Reply

BARA administers a comprehensive screening process of personnel - from initial contact to in-person interviews, reference checks through placement with a client. The screening process also includes steps taken to uncover any drug and criminal problems or history. The elements of screening candidates used at BARA are:

- Face-to-Face interview
- Technical in-person interview
- TeckChek (Technical Proficiency Profile Testing)
- Background and Reference Checks
- Drug and Alcohol Screening
- Criminal Background (Local, State and National)
- Credit Reports
- Educational Background
- Character Reference

In addition, if the candidate has worked at the client site in the past, we will get a reference from the previous manager to insure that the consultant's performance was satisfactory and that the manager would recommend the candidate for another opportunity with the client. The project is the priority and staffing the work with the right personnel is the way to a successful completion.

2.4.2.6 Offeror shall describe their method of approach to tracking temporary staff attendance

Reply

Bara has a well-defined leave policy/approval mechanism in place to be followed by the staff. Bara has implemented an online Leave Management and Attendance (LMA system) tracking software. Casual Leave requires prior approval of the authority over email at least 3 days in advance. In case of exceptional circumstances, when an employee cannot seek prior permission, he/she should inform the reporting supervisor as soon as possible. The leave application, in such cases, must be submitted by the employee immediately on



EXHIBIT A

returning for duty. In the case of sick leave, information is given to the reporting supervisor on the first available opportunity by the staff on telephone or through messenger.

Bara's Local team lead in consultation with the City supervisor approve the employee's leave request on the basis of workload and the critical tasks pending if any. Automated weekly/monthly time-sheets data generated by the LMA system is sent to the reporting supervisor, which is automatically reflected in the payroll system upon approval of the supervisor.

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

Reply

Bara has implemented an online Leave Management and Attendance (LMA system) tracking software. Once, an employee applies for a leave online in the LMA system, an auto-generated email approval request is sent to the Client's supervisor/Project manager.

Upon online approval of the leave request, the same is automatically reflected in the payroll system.

2.4.3 Capacity of offeror to manage the Edge of Phoenix Market:

2.4.3.1 Offeror shall provide three (3) recent (within the last 3 years) client/customer references from organizations of similar size and scope to the City for the services described herein. Include:

2.4.3.1.1 Name of Organization

2.4.3.1.2 Contact Name and Title

2.4.3.1.3 Dates

2.4.3.1.4 Number of temporary positions filled

2.4.3.1.5 Number of recruitments conducted and positions filled

Reply

Bara's references are placed

Past Performance Reference #1

| | |
|--|---|
| Name Contracting Agency | Federal Solutions Group, Inc., San Ramon, CA |
| Contract Number | FSG-1077-R-13 Contract Type FFP |
| Lead Contracting Officer (Name, Phone and Email) | Selina Singh, Email: selina.singh@thefsgi.com, Phone Number: (510) 775-9068 |
| Periods of Performance (including and options) | June01, 2011 – May31, 2015 |
| Project Title | I.T and Administrative Staffing Support Services |
| | <ul style="list-style-type: none"> • Size: \$ 3.2 M for 3 years. • Personnel: 22 • Number of recruitments conducted: 34 • Complexity: Current support to various departments at two states including San Ramon, CA. |



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Categories: The categories covered under this contract are IT technician, Security Analyst, Lead Systems Administrator, Security Administrator, Programmer Analyst, Systems Administrator, Network Engineer, Database Administrator, Network Engineer and Project Manager.

Past Performance Reference #11

| | | | |
|--|---|---------------|-----|
| Name Contracting Agency | Naval Facilities Engineering Command [NAVFAC] Southeast | | |
| Contract Number | N00178-09-D-5677 JM01,02,03,04,06,07,08 | Contract Type | FFP |
| Lead Contracting Officer (Name, Phone and Email) | Ms. Dawn M. Brown; 904-542-6156,dawn.m.brown@navy.mil | | |
| Periods of Performance (including and options) | 19 Dec 2008 – 04 April 2014 | | |
| Project Title | Professional Services | | |
| <ul style="list-style-type: none">• Size: Seaport Contract Value: \$580M & Task Orders Value: \$2,773,971.50.• Personnel: 34• Number of recruitments conducted: 41 <p>Complexity: Nationwide contract with current support at 4 different locations including Jacksonville FL, Key West FL, Corpus Christi TX and Kingsville TX</p> <p>Categories:</p> <ul style="list-style-type: none">• Network Engineer• Control System Engineer• Systems Analyst• General Clerk• Project Manager• Instructor/facilitator• Data Entry• Order Clerk• Accountant <p>Bara has a 8 (eight) years long Nationwide Seaport-e IDIQ MAC contract N00178-09-D-5677 with US Navy of total ceiling value of \$580M. Our team continues to build and has a proven record of providing exceptional Administrative and Technical support services to the Department of Navy NAVFAC SE, Jacksonville, FL under various task orders issued under the IDIQ Contract. Bara had received total of 8 task orders from NAVFAC SE under this Nationwide Seaport-e Contract and is currently serving 4 different locations including Jacksonville FL, Key West FL, Corpus Christi TX and Kingsville TX. Each task order is issued with a very specific scope of requesting administrative and technical support services. Bara's selected team members for each functional area are providing administrative and technical support in terms of efficiency and compliance and are routinely accomplishing with experienced and mature professionalism. The team members literally have to transfer their administrative skills to meet very special task requirements unique to that functional area.</p> | | | |



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Past Performance Reference #III

| | | | |
|--|--|---------------|-----|
| Name Contracting Agency | Eagle Solutions Group, Inc. | | |
| Contract Number | EAG-20-L-14E | Contract Type | FFP |
| Lead Contracting Officer | Brad Johnson, 925-875-9926, brad.johnson@eaglesolinc.com | | |
| Periods of Performance (including and options) | May15, 2011 - May14,2016 | | |
| Project Title | Technical Staff Augmentation | | |
| | <ul style="list-style-type: none"> • Size: \$ 4.5 M for 3 years. • Personnel: 28 • Number of recruitments conducted: 37 • Complexity: Current support to various departments at two states including San Diego, CA | | |
| | <p>Categories: The categories covered under this contract are Systems Administrator, Systems Analyst, Network Engineer, and Control System Engineer.</p> | | |

2.4.3.2 Offeror shall describe their knowledge of the Phoenix market

Reply

Bara has a blend of technical and managerial resources with niche skills available nationally and in Phoenix to provide clients with high quality solutions from time to time. Bara's technical manpower has the experience of working on a variety of projects of varying degree of complexity and is constantly trained to maintain excellence.

Bara is strongly positioned to service the staffing requirements under this MSA, backed with:

- Bara's in-house talent pool of available highly skilled consultants nationwide coupled with local candidates and independent consultants.
- Bara's ability to recruit qualified consultants and deliver to the client within 1-5 days of time period
- Team of Talent Operations Consultants (TOS) with strong staffing approach
- Web-based Recruitment system for automated operations.

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

Reply

Bara has a well-defined retention policy in place, which is reflected in our approach to retain the best staff with retention rate almost touching 90% Year on Year (YOY) basis. We recruit the best people, pay them fairly, challenge them technically, and provide them competitive fringe benefits. We are committed to the principle that our staff is the most critical asset to our successful business performance. Bara values its employees and understands that the people coupled-with dynamic business processes bring business and happy customers. During transition period in between jobs, Bara encourages its consultants to undergo free of cost skill upgradation trainings. Bara's employee training process is depicted in figure on the right. Our on the job training programs are designed to provide consultants with the skills and knowledge required to execute the complex



EXHIBIT A

projects. Bara has successfully managed to reemploy its employees after closure/ completion of a contract, with many employees working for more than a decade.

Bara's turnover rate of as low as 10% has enabled us to keep a check on our organizational development costs including separation costs, hiring costs, rehiring costs, training costs, and retraining costs.

2.4.4 Placement Guarantee:

Offeror shall describe their placement guarantee

2.4.4.2 Offeror shall describe their process to address a situation where the City is not satisfied with the temporary staff placed

Reply

Although it rarely happens but in case the client is not satisfied with the temporary staff placed, Bara immediately replaces the existing employee with a new candidate. Bara does not charge to the client for the period for which the employee has worked with the client or up-to 60 days from the date of joining (whichever is less).

2.4.4.3 Offeror shall describe their process and replacement policy to address a situation where temporary staff position leaves prior to the end of the assignment

Reply

If a situation arises where temporary staff position leaves prior to the end of the assignment, the Liaison Executive takes immediate action upon getting input from the client. The request is forwarded to the Recruitment and Bara immediately replaces the existent employee, and ensures smooth transitioning for new employee:

Following steps will be in place if the City is not satisfied with the staff placed:

- > Provide replacement candidate to the client within two business days.
- > Facilitate client interview and process of new candidate.
- > Execute proper hand-over/transition from the outgoing consultant to the new candidate
- > Provide Knowledge Transfer (KT) to the new candidate to avoid delay in project schedule.

The outgoing consultant prior to leaving the client's premises to fulfill exit criteria and return the client's property. The outgoing consultant reports to the Bara Business Manager and fulfills all exit related formalities.

Bara's backup pool with strong technical manpower has the experience of working on a variety of projects of varying degree of complexity and is constantly trained to maintain excellence. These resources also serve as offsite support to on-site consultants, should they require help in any domain. Bara satisfies customer needs and expectations by providing the Right People at the Right Time, at the Right Place.

- Job aids
- Process Documentation
- Best practices sharing
- Job shadowing
- Double fills
- Mentoring
- Job Rotation
- Document Repositories
- On-Job Training

Bara's Knowledge Transfer approach



SOLICITATION NUMBER: 16-42
DESCRIPTION: Technical Recruiting and Staffing
DUE DATE AND TIME: July 12, 2016 at 2:00 PM (Local Time)

Best and Final Offers (BAFO) must be submitted in a sealed envelope with the Solicitation Number, Description and the Due Date clearly labeled, as cited above. Also included shall be the Offeror's name and address clearly indicated on the envelope. For the purposes of this solicitation, Best and Final Offers may be submitted via email. Please submit your response to: Connie Schneider CSchneider@glendaleaz.com.

Best and Final Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall), 5850 West Glendale Avenue, Suite 317, Glendale, Arizona, 85301.

Best and Final Offers are accepted at the Engineering Department's front counter between the hours of 8:00 AM and 5:00 PM, Monday through Friday unless otherwise indicated for a Holiday. The Best and Final Offer submittals will be time stamped at the Engineering Department's front counter.

BEST AND FINAL OFFEROR INFORMATION:

| | |
|---|---|
| <u>Kabir Dargan</u> Authorized Signature | <u>Bara Infoware, Inc.</u> Company's Legal Name |
| <u>Kabir Dargan</u> Printed Name | <u>4115, Blackhawk Plaza Circle Suite #100</u> Address |
| <u>Business Development Manager</u> Title | <u>Danville CA 94506</u> City, State & Zip Code |
| <u>925-790-0130 Extension: 23</u> Telephone Number | <u>925-399-4427</u> FAX Number |
| <u>07/08/2016</u> Date | <u>kabir.dargan@barainfo.com</u> E-mail Address |

EXHIBIT B
TECHNICAL RECRUITING & STAFFING
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Temporary Technical Staff Positions: Bara Infoware Inc. shall charge the City 10% on top of the candidate's hourly rate as reflective on the attached Exhibit B.

Direct Hire: Bara Infoware, Inc. shall charge the City a 4% fee for Direct Hire staff. Exact percentages are reflected on the attached Exhibit B.

NOT-TO-EXCEED AMOUNT

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

DETAILED PROJECT COMPENSATION

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

2.3.3 PRICE SHEET**5.1 DIRECT HIRE**

| # | Technical Job Title | Approximate Phoenix Market Annual Salary | Rate (*Percentage Charged to City) | Current Candidate Pool Available |
|----------|---|---|---|---|
| 1. | Systems Analyst | 163200 | 4% | 37 |
| 2. | Systems Administrator | 163200 | 4% | 41 |
| 3. | Network Engineer | 134400 | 4% | 34 |
| 4. | Database Administrator | 134400 | 4% | 28 |
| 5. | Network Engineer (SCADA Experienced) | 163200 | 4% | 15 |
| 6. | Control System Engineer | 182400 | 4% | 13 |

5.2 TEMPORARY TECHNICAL STAFF

| # | Technical Job Title | Technical Job Description | Able to provide candidate within (x) days of request | Candidate's Hourly Rate (A) | Contractor Mark-up charged to the City (B) | Total Hourly Rate Charged to the City (A x B) |
|----|------------------------|--|--|-----------------------------|--|---|
| 1. | Systems Analyst | <ul style="list-style-type: none"> • Defines application problem by conferring with clients; evaluating procedures and processes. • Develops solution by preparing and evaluating alternative workflow solutions. • Controls solution by establishing specifications; coordinating production with programmers. | 5 | 85 | 10% | 93.5 |
| 2. | Systems Administrator | <ul style="list-style-type: none"> • Computer Systems Maintenance • Operations & Support | 5 | 85 | 10% | 93.5 |
| 3. | Network Engineer | <ul style="list-style-type: none"> • Support LANs, WANs, network segments, Internet, and intranet systems. • Ensure design of system allows all components to work properly together. • Troubleshoot problems reported by users. • Make recommendations for future upgrades. • Maintain network and system security. | 5 | 70 | 10% | 77 |
| 4. | Database Administrator | <ul style="list-style-type: none"> • Identifies database requirements by interviewing customers; analyzing department applications, programming, and operations; evaluating existing systems and designing proposed systems. • Recommends solutions by defining database physical structure and functional capabilities, database security, data back-up, and recovery specifications. • Installs revised or new systems by proposing specifications and flowcharts; recommending optimum access techniques; coordinating installation requirements. • Maintains database performance by calculating optimum values for database parameters; implementing new releases; completing maintenance requirements; | 5 | 70 | 10% | 77 |

| | | | | | | |
|----|---|--|---|----|-----|-------|
| | | evaluating computer operating systems and hardware products. | | | | |
| 5. | Network Engineer (SCADA Experienced) | <ul style="list-style-type: none"> • Design, document, implement and maintain essential SCADA and control systems and components for distribution networks. • Provide appropriate and timely technical advice on matters relating to SCADA and control systems. • Install SCADA sensors, wiring, circuit breakers, over-current protection, isolators, terminal blocks, and network switches. • Assist with preparing cost estimates, budgets, and contracts for consultants. | 5 | 85 | 10% | 93.5 |
| 6. | Control System Engineer | <ul style="list-style-type: none"> • Design, analysis and optimization of feedback control systems for automotive powertrain systems, including hybrid and electric drive systems. • Implement control algorithms in embedded system controllers in accordance with applicable standards. • Verify and validate code at SIL and HIL levels. • Create and implement calibration and test plans. • Analysis and specification of electro-mechanical and electro-hydraulic actuators. • Confer with engineers and other personnel to implement operating procedures, resolve system malfunctions, and provide technical information. • Research and analyze customer design proposals, specifications, manuals, and other data to evaluate the feasibility, cost, and maintenance requirements of designs or applications. | 5 | 95 | 10% | 104.5 |

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

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

OFFEROR NAME: Bara Infoware, Inc.

EXHIBIT C
TECHNICAL RECRUITING & STAFFING
DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

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

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