

ORIGINAL

C-11253
10/25/2016

**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 DatamanUSA, LLC, a Colorado 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:

DatamanUSA, LLC
c/o Nidhi Saxena
6890 Tucson Way, Suite 100
Centennial, CO 80112
(720)248-3110
Contact@datamanusa.com

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

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

With required copy to:

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

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

c. **Concurrent Notices.**

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

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

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

13. Entire Agreement; Survival; Counterparts; Signatures.

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

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

13.2 Interpretation.

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

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

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

K R Phelps

By: Kevin R. Phelps
Its: City Manager

ATTEST:

J K Bower

Julie K. Bower
City Clerk

(SEAL)

APPROVED AS TO FORM:

M D Bailey

Michael D. Bailey
City Attorney

DatamanUSA LLC,
an Colorado corporation

Nidhi Saxena

By: NIDHI SAXENA
Its: President

EXHIBIT A
TECHNICAL RECRUITING & STAFFING
PROJECT

DatamanUSA, LLC 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

 <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>
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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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- Database Administrator
- Network Engineer (SCADA experienced)
- Control System Engineer

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

1.2.2.1.1 Identifying Candidates

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

1.2.2.1.2 Upon Identification of Top Candidate:

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

 <p>GLENDALÉ</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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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 ~~Wednesday, July 27, 2016 at 10:00 AM Arizona Time~~. 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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- 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.

	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)	

RFP 16-42 Technical Recruiting & Staffing

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

ADD:

1. In Section 1.2.2.1.1 Identifying Candidates:

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

CLARIFICATION:

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

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
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.				

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

SOLICITATION ADDENDUM



Solicitation Number: RFP 16-42 Addendum #1 Page 2 of 2
Solicitation Due Date: May 3, 2016 2:00 p.m. (Local Time)

CORRECTION:

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

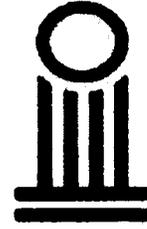
- 2.3.2 OFFER SHEET, Section ~~5.0~~ 4.0
- 2.3.3 PRICE SHEET, Section ~~6~~ 5.0

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____



DatamanUSA, LLC

City of Glendale

Bid Prepared for and Submitted to:

Connie Schneider, C.P.M.
623-930-2868; CSchneider@glendaleaz.com
City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposal due Date and Time: May 3rd 2016 @ 2:00 PM

DatamanUSA, LLC

Nidhi Saxena
6890 South Tucson Way, Suite 100
Centennial, Colorado 80112-3919
720-248-3110 Phone
720-248-3200 Facsimile
contact@DatamanUSA.com
www.DatamanUSA.com

RFP # 16-42 - Technical Recruiting & Staffing
City of Glendale

Offeror: DatamanUSA, LLC

Letter of Transmittal

Connie Schneider, C.P.M.
623-930-2868; CSchneider@glendaleaz.com
City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

May 1st, 2016

RFP No. 16-42 - Technical Recruiting & Staffing

Dear Ms. Schneider,
DatamanUSA is submitting this proposal as a prime vendor.

DatamanUSA is an IT Staffing, Recruiting, Management Services, Custom Software Developer, and System Integrator with over 15 years of experience offering services required in the RFP. We have won numerous similar state, local and federal government contracts as well as support private sector clients such as Northrop Grumman. DatamanUSA is a **City and County of Denver certified MBE, WBE & SBE**. <http://www.DatamanUSA.com>

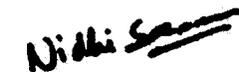
Proposal is signed by Nidhi Saxena who is authorized to bind DatamanUSA to a contract. Proposal is valid for 120 days from the closing date, as required in the SOW.

- DatamanUSA is certified **MBE and WBE Company by City and County of Denver**.

DatamanUSA is submitting three (3) hardcopies marked as "Copies" and one complete proposal on a CD or flash drive as one file folder. The folder is named as "RFP 16-64 - 'Original - DatamanUSA, llc'". The proposal responses are in a bound format (i.e. three (3) ring loose-leaf binders, spiral and/or report covers). Proposals are divided by tab sections according to items listed in the Preparation of Proposal Package Instructions section 2.3.

DatamanUSA understands and accepts the requirements, terms and conditions outlined in this RFP. We appreciate this opportunity to partner with you. If you have, any questions do not hesitate to contact me at 720-248-3110.

Best Regards,



(Nidhi Saxena)
CEO & President
DatamanUSA LLC
E-mail: contact@DatamanUSA.com

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2.4.1 EXPERIENCE AND QUALIFICATIONS

Company profile that details company history

Founded in 2000, DatamanUSA, LLC is a leader in providing comprehensive Direct Hire / Head Hunting, Temporary Technical Staffing, Executive Search, Talent Management and Payroll Processing services for both commercial and government agencies and direct hire. DatamanUSA has the extensive, broad-based technical expertise required to support staffing needs to support the multi-platform (client/server and web) software applications, databases, systems support, such as Data Warehouses, enterprise architecture, IT Product, Project Management, Processes, and Tools support and Infrastructure (server, application hosting etc.) support.

During the last 15 years, over five hundred DatamanUSA associates have aided our Clients in the deployment of successful diverse Information Technology solutions. DatamanUSA associates currently assigned to Government customers possess overwhelming expertise in the areas of System and Application Analysis, Design, Development, Quality Assurance, Implementation, Architecture, Security, Training, Networking and Project Management. Information Technology '*Best of Industry*' methodologies and practices have contributed to the tremendous growth and reputation that DatamanUSA has earned and enjoyed. DatamanUSA continues to keep abreast of latest technology trends and methodologies and has successfully continued to provide state-of-the-art services to our customers.

DatamanUSA has assisted State and Local Government organizations for more than 15 years. DatamanUSA consultants have served as Project Managers, Business Analysts, DBAs, Testers and Application Developers. Our Core Competency is "*Finding the right candidate for the right job at the best possible price to our client*" We believe in providing value and high level customer service to all our Clients. DatamanUSA has vast expertise and experience in sourcing, attracting and retaining the best IT professionals and offering similar services nationwide. DatamanUSA consultants provide a wide variety of tasks from first level helpdesk to system architects. Our mission is to be your trusted resource for technical professionals.

- DatamanUSA is a City of Denver Certified WBE and MBE Company.
- DatamanUSA is also an 8(a) Certified by SBA and certified DBE by CDOT.

Why DatamanUSA is the best Choice for the City of Glendale.....?

This narrative is intended to provide a high-level overview of the DatamanUSA proposal responding to Technical Recruiting & Staffing RFP. We begin by describing why **DatamanUSA is the best choice for the City of Glendale**, by providing a company overview, some history of our firm, answer the required questions:

1. Direct Hire and Temporary Technical Staffing Expertise

DatamanUSA uniquely is the greatest depth of understanding for delivery of direct hire and temporary technical staffing expertise, given over 15 years of continued outstanding service to government organizations across numerous state, local and federal agencies. DatamanUSA has been awarded similar government contracts as the prime vendor by over 50 federal, state and local government agencies. These contracts cover all categories listed in the RFP and in the proposed pricing.

In the State of Colorado, DatamanUSA has been providing similar Direct Hire, Head Hunting, Temporary Technical Staffing and Executive Search Services to the State of Colorado that includes all state agencies and political subdivisions. DatamanUSA has been helping federal, state and local government agencies:

- DatamanUSA has been providing staffing services to many federal agencies like US Forest Services, Colorado National Guard in Project Management, Staffing and CISCO Network consulting.
- State of Colorado has awarded Direct Hire and Temporary Technical Staffing Services contracts to DatamanUSA and DatamanUSA's consultants are helping State on various strategic projects.
- Douglas County, Jefferson County, Arapahoe County, Regional Transport District (RTD), *Denver International Airport (DIA)*, Auroria College have awarded similar contracts to DatamanUSA.

RFP # 16-42 - Technical Recruiting & Staffing
City of Glendale

Offeror: DatamanUSA, LLC

- DatamanUSA supports government agencies with a solid base of local resources. We will ensure that **City of Glendale's** specific business and technical knowledge is remained within the local DatamanUSA team for continued reuse. We currently have a strong network of technical professionals who fit in each required category.

DatamanUSA has been awarded statewide IT Staff Augmentation/Recruiting Services contracts by over 25 states and many local and federal government agencies.

DatamanUSA has extensive experience of serving IT Staffing Services and direct hire to Douglas County, Jefferson County, Arapahoe County, Regional Transport District (RTD), Denver International Airport (DIA) and Auroria College in the State of Colorado.

2. Technical Expertise

Within the last 15 years, well over five hundred different DatamanUSA consultants have assisted our government and commercial clients covering diverse IT job categories and skill sets. DatamanUSA consultants currently assigned to commercial, government and their political subdivision customers possess overwhelming expertise in the job categories listed in the RFP.

The **'Best of Industry'** methodologies and practices for Direct Hire and Temporary Technical Staffing Services, have contributed to the tremendous growth and reputation that DatamanUSA has earned and enjoyed.

DatamanUSA continues to keep abreast of latest technology trends and methodologies and has successfully continued to provide state-of-the-art services to our customers. Examples of services include state of art management approach, recruiting process, background screening and onboard process, software testing and reference checking process.



Technical Capability through Technology Partnership

DatamanUSA has been Technology Partners with leading technology companies. These partner programs provide DatamanUSA with access to cutting edge technology training and technical support. DatamanUSA is also a partner with organizations like PMI for training for business analysts and project managers.



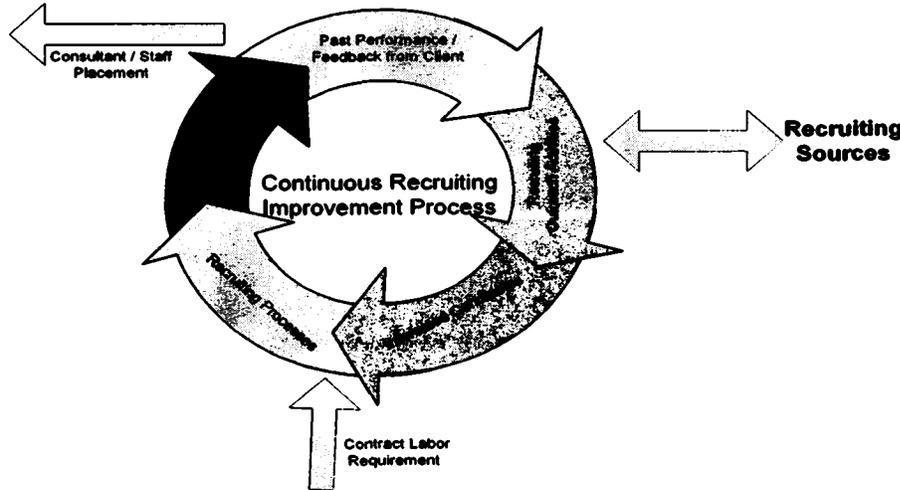
3. Corporate Commitment

DatamanUSA has been offering Direct Hire and Temporary Technical Staffing Services for last 15 years. DatamanUSA has demonstrated repeatedly, for the clear benefit of our government customers, that our commitment toward the management staff and our client is unwavering. Whether absorbing expenses related

to providing high-level consultation, mentoring, and training, or providing at no cost to our government and commercial partners conference and training facilities, or providing multiple technology choices and other value-added services, DatamanUSA senior management continually supports the needs of our government agencies.

4. Quality

Our goal at DatamanUSA is to ensure the ongoing success of **City of Glendale** by effectively assisting **City of Glendale** in the recruitment of top professionals. DatamanUSA has demonstrated the value added by our



company and the strength of our underlying commitment to quality. Focusing on serving our Government clients and consistently meeting or exceeding their requirements and expectations, has so far yielded maximum return, repeat business and an outstanding reputation. The DatamanUSA Quality Policy is to meet or exceed all contractual, legal, regulatory and other requirements in all our daily tasks, as stated below.

Figure 1 – DatamanUSA’s Recruiting Process Shows Continuous Quality Improvement

Our goal is to apply the highest standards of quality in all our business practices and operations without compromise. Our primary objective is to practice continuous process improvement in everything we do so that we can surpass our clients’ needs and expectations. Quality performance is the cornerstone of our company philosophy and is considered a personal responsibility of all our employees. We consider it the responsibility of DatamanUSA’s management personnel at all levels of the organization to lead a continuous quality-improvement effort. It is also the responsibility of every DatamanUSA employee to ensure that our customers’ quality and delivery expectations are met, our processes are operating efficiently, our costs are under control, and that all levels of management are made aware of any opportunities for improvements to services and processes.

.....
DatamanUSA follows a proven three prongs approach consists of Process, People and Tools that ensures delivery of high quality services to clients.
.....

5. Realistic Pricing

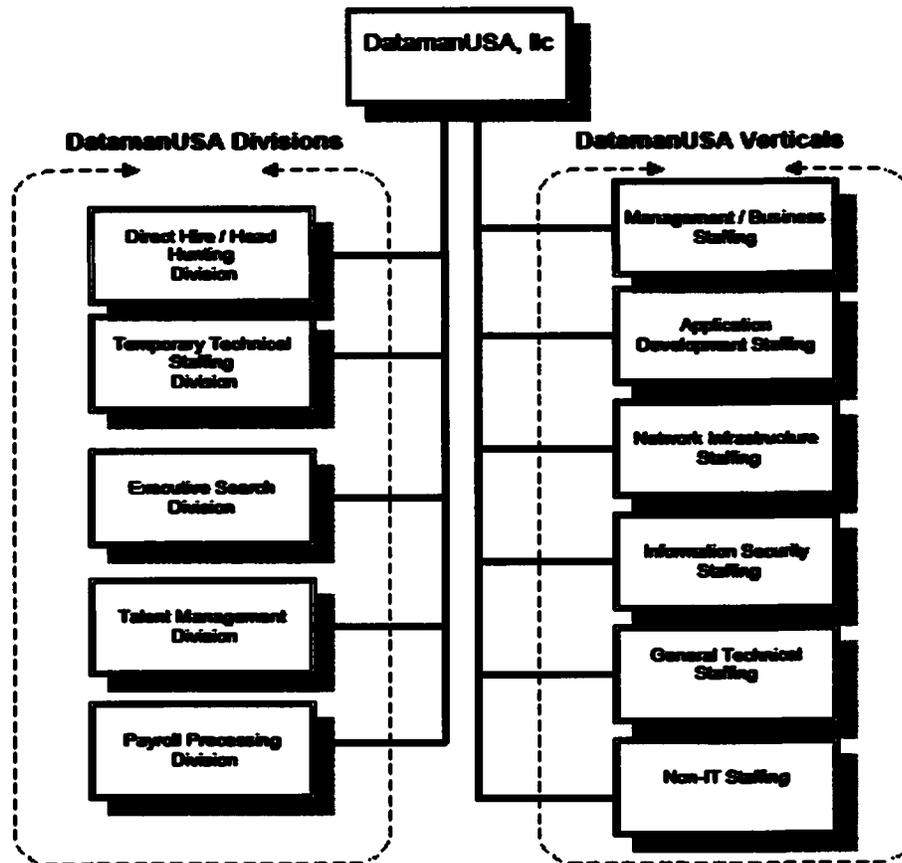
DatamanUSA understands market forces driving compensation, and it is with that understanding we continue to aggressively, yet realistically, price our services.

DatamanUSA will offer quality resources to City of Glendale. These resources will be offered within City of Glendale’s expected rates. DatamanUSA possesses an unequalled depth of knowledge with respect to availability and compensation for highly trained, highly motivated, professional technical consultants, specific to City of Glendale’s diverse requirements. DatamanUSA is confident that we provide the best solutions at the most competitive prices. Not only do DatamanUSA’s prospective candidates meet the requirements of City of Glendale, but they will also meet the cultural requirements of City of Glendale. To expand, we are referring to those candidates possessing healthy attitudes, a stable work ethic, and a commitment towards a team environment.

.....
DatamanUSA has a Defense Contract Audit Agency (DCAA) approved accounting system that provides unique ability to DatamanUSA to offer services under “Cost Plus” projects.
.....

6. City and Local Government Experience

DatamanUSA has strong experience of serving City, Counties and other local governments and quasi government organizations.

Organization chart

DatamanUSA, LLC has following divisions to focus diverse range of services.

- Direct Hire/Head Hunting Division
- Temporary Technical Staffing Division
- Executive Search Division
- Talent Management Division
- Payroll Processing Division

These divisions are supported by following technology vertical teams.

- Management / Business Staffing
- Application Development Staffing
- Network Infrastructure Staffing
- Information Security Staffing
- General Technical Staffing
- Non-IT Staffing

RFP # 16-42 - Technical Recruiting & Staffing
 City of Glendale

Offeror: DatamanUSA, LLC

Business Locations

DatamanUSA, LLC is an SBA-Certified 8(a) Small Disadvantaged Business (SDB) and Woman-owned Small Business (WOSB) headquartered in the greater Denver metro area.

Head Office Location:

6890 S Tucson Way, Ste 100
 Centennial, CO 80126

Number of years in Business

DatamanUSA, LLC has been in business since July 2000. We have been offering services required in this RFP for over 15 years.

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

Over 20 years of Experience managing government contracts with IT Staffing and Services.	Nidhi will provide program Financial and contract management.
Over 10 years of experienced managing government accounts similar in size to the State of Arizona. He has worked with many cities and local government organizations.	Jason will oversee all account management and quality control.
Over 15 years of experience in the recruiting industry focusing on Information Technology. Strong network of IT professionals in the State of Arizona.	Sumit will oversee all recruiting activities on the City of Glendale contract
Over 10 years of Human Resources, accounting and legal experience.	Rachana will oversee all HR activities including background checks, onboarding and off boarding.
Over 10 years of business development experience in the State of Arizona working with large organizations	Dirk will be responsible for new business development on the City of Glendale contract
Over 25 years of IT as a technical lead and project manager with organizations that include; Dallas Fort Worth Airport and the Mississippi Corrections Department.	Glenn will support our account management and recruiting team with technical expertise. Glenn will play an active role in screening candidates.

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City of Glendale

Offeror: DatamanUSA, LLC

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;

DatamanUSA has over 15 years of experience providing direct hire and temporary technical staffing in following six verticals.

1. Management / Business Staffing
2. Application Development Staffing
3. Network Infrastructure Staffing
4. Information Security Staffing
5. General Technical Staffing
6. Non-IT Staffing

DatamanUSA has successfully delivered \$44 Million of Direct Hire and Temporary Technical Staffing Services till date.

DatamanUSA delivered ~\$4 Million of IT Consulting Services in 2015.

Unique Qualifications

DatamanUSA has extensive experience supporting local, state and federal governments in the areas all six verticals. Here is the list of the temporary technical staff contracts that have been awarded to DatamanUSA under each vertical.

DatamanUSA Temporary Technical Staffing Contracts	Management / Business Staffing	Application Development Staffing	Network Infrastructure Staffing	Information Security Staffing	General Technical Staffing	Non-IT Staffing
Federal Government Agencies						
GSA Information Technology (IT) Schedule 70	√	√	√	√	√	
GSA STAR II GWAC	√	√	√	√	√	
SeaPort-e (US Navy)	√	√	√	√	√	
State Contracts						
State of Arkansas: Supplier Managed Staff Augmentation vendor for IT Services	√	√	√	√	√	
State of Colorado Price Agreement contract for IT Staff Augmentation Services & Temp Services	√	√	√	√	√	√
Price Agreement contract for IT Staffing Services for CalPERS	√	√	√	√	√	
Price Agreement contract for State of Iowa for Geospatial Services		√				
Price Agreement contracts for State of Kansas for IT Staffing and PeopleSoft Services	√	√	√	√	√	
Price Agreement contract for Commonwealth of Massachusetts for IT Staff Augmentation Services	√	√	√	√	√	
Price Agreement contracts for State of Florida for IT Staff Aug and Project Services	√	√	√	√	√	
Price Agreement contract for State of Indiana for Software Project Services	√	√	√	√	√	
State of Michigan: FIRST vendor for IT Staff Augmentation services	√	√	√	√	√	

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City of Glendale

Offeror: DatamanUSA, LLC

Price Agreement contract for State of Maryland for IT Staff Augmentation Services	√	√	√	√	√	
Price Agreement contract for State of Montana for IT Staff Augmentation Services	√	√	√	√	√	
Price Agreement contract for State of Mississippi for IT Professional Services	√	√	√	√	√	
Price Agreement contracts for State of New Mexico for PeopleSoft Consulting Services and IT Staff Augmentation Services	√	√	√	√	√	
Price Agreement contract for State of North Carolina for IT Staffing Services	√	√	√	√	√	
Contract for Managed Service Staff Augmentation contract for State of Oregon	√	√	√	√	√	
Contract for Managed Service Staff Augmentation contract for State of Pennsylvania	√	√	√	√	√	
Price Agreement contract for State of South Carolina for IT Staffing Services	√	√	√	√	√	
Price Agreement contract for State of Texas for IT Staff Augmentation, IT Security, Services and Temporary Services	√	√	√	√	√	√
Price Agreement contract for State of Utah and UTDHS for IT Staff Augmentation Services	√	√	√	√	√	
Price Agreement contract for State of Washington for IT Professional Services	√	√	√	√	√	
Price Agreement contract for State of Wyoming for IT Staff Augmentation Services	√	√	√	√	√	
Local/Quasi Government and Political Subdivision Contracts						
Contract Employment Service Contract for City and County of Arapahoe for IT Staffing services.	√	√	√	√	√	√
Price Agreement contract for Jefferson County School District.	√	√	√	√	√	
College Communications Temporary Personnel and Professional Search Firm contract by the Auraria Higher Education Center		√	√			√
Personnel Services by Colorado Community Colleges System, Denver, CO						√
Price Agreement contract for Massachusetts Technology Collaborative.	√	√	√	√	√	
Technologies Systems Support Services Contract NO. CE 07006 for Denver International Airport.	√	√	√	√	√	
Regional Transport District – Denver, CO Various Price Agreement contracts for IT Staff Augmentation and Turnkey Project Services	√	√	√	√	√	√
Temporary Personnel Services for Texas Department of Transportation, Atlanta District						√
Master Contract for Temporary Personnel Services for TX Comptroller Agency						√
Nationwide Commercial Contracts						
Master contract for Sprint/Nextel for IT, HR, Legal, Engineering and Finance Staffing Services	√	√	√	√	√	√
Master contract for Northrop Grumman for IT, Engineering and Security Staffing Projects	√	√	√	√	√	√

DatamanUSA has extensive experience supporting local, state and federal governments in the areas all 5 six verticals. Here is the list of the direct hire contracts that have been awarded to DatamanUSA under each verticals.

RFP # 16-42 - Technical Recruiting & Staffing
 City of Glendale

Offeror: DatamanUSA, LLC

DatamanUSA Direct Hire	Management / Business Staffing	Application Development Staffing	Network Infrastructure Staffing	Information Security Staffing	General Technical Staffing	Non-IT Staffing
State Contracts						
State of Colorado Price Agreement contract for direct hire.	√	√	√	√	√	√
Local/Quasi Government and Political Subdivision Contracts						
Executive Search Contract for Chief Information Officer position by Auraria Higher Education Center	√					

Value Add

DatamanUSA has been working with my cities, counties and local government organizations and will be able to leverage and bring the experience and best practices to City of Glendale. DatamanUSA also offers Managed Services in following service categories which City of Glendale can utilize. The managed services offer peace of mind to client as work is managed by us.

- Project Management
- Application Production Support and maintenance
- Cloud and Application Hosting
- Network, Server & Security Support
- Fusion Middleware & WebLogic
- Infrastructure Support Service
- Oracle Database Administration Services
- Backup & Disaster Recovery
- **Network Monitoring and Security**

As a Fortinet partner, DatamanUSA provides Fortinet's Managed Security Services for Unified Threat Management (UTM) that includes Firewall / VPN, NGFW (IPS & Application Control), Web Filtering, Advanced Threat Protection (ATP) - Anti-Malware, WAN Optimization, Wireless Access Point, Endpoint Protection and Authentication.

DatamanUSA was awarded multi-year contract by RTD and has successfully delivered:

- Oracle Database Administrator Services
- Configuration Management Services

DatamanUSA has been providing IT Project Management Service to US Forest Services using Managed Service model.

DatamanUSA has been offering WebLogic administration and managed services to Denver Internal Airport.

Case Studies

Team Member: DatamanUSA, llc
Client: RTD-Denver
Description: Over the last 7 years, DatamanUSA has truly become a "partner" with RTD. DatamanUSA has been awarded with many contracts by RTD and has delivered \$4.6 Million of IT Consulting Services. This partnership has led to numerous success stories on both staffing and IT solutions. Here is partial list:

- Multi-years Configuration Management Managed Services contract.

RFP # 16-42 - Technical Recruiting & Staffing
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Offeror: DatamanUSA, LLC

- Multi-years Oracle Database Administration Managed Services contract.
- Temporary and IT Staffing- DatamanUSA has provided numerous IT and non-IT resources including Project Managers, DBA's, Business Analysts, Help Desk, Developers, Architects, SharePoint developers, J2EE Developers and numerous other positions.
- DatamanUSA is one of 2 companies who hold the RTD Work Order contract for IT Custom Software Development on turnkey basis. DatamanUSA has delivered many projects.

On the RTD Work Order Contract, DatamanUSA has completed over 30 projects (work orders) for solutions that include:

- | | |
|--|--|
| • SharePoint Governance and Implementation | • SharePoint Training |
| • GIS Development | • Oracle Database Administration |
| • Project Management & Business Consulting | • Architecture Roadmap |
| • Documentum to Laser fiche Migration | • Reorganization of PMO (as Subcontractor) |
| • Oracle R12 Upgrade (as MBE Subcontractor) | • VMWare Rollout |
| • Documentum Health Check | • Disaster Recovery |
| • Design and Development of systems using J2EE, SOA based architecture | • Design and development of RTD-Denver website |

Description: DatamanUSA has provided IT Staffing services to DIA via *Technologies Systems Support Services Contract NO. CE 07006*. DatamanUSA has provided many SharePoint programmers/developers to DIA. Our SharePoint developers of such a high quality that DIA decided to hire them as full time employee.

Description: Delivered a SharePoint 2013 records management and portal solution. Texas Credit Union Department responsible for overseeing over 170 Texas state-chartered credit unions which hold over \$26.5 billion in assets. Implemented a Records Management automation strategy and solution using SharePoint Online to accelerate the transition from paper to electronic records management. Solution significantly reduced the cycle times for their complaint, examination, bylaws, and mergers processes by providing a technology platform and process to automate retention and disposition schedules, standardize the organizational taxonomy, implement governance, and institutionalize a document lifecycle framework.

Description: *Data Center Architecture Project*
WAN Re-Design

- Configured Cisco ASR 1000 Series
- Configured EIGRP and BGP Routing Protocols
- Configured IPsec and DMVPNs
- Configured IP SLAs
- Evaluated and Optimized Existing Quality of Service Policy
- Developed and Implemented a Multicast Framework for IPTV and VTC Traffic
- Verified / Optimized MTU/MSS Sizing
- Optimized Remote Site Routing / Load Balancing

Datacenter Re-design.

- Architecture, Design and Build a 10G Data Center Block
- Configured Nexus 7000/5000/2000 series
- Configured OTV, LISP
- Integrated VMWare ESX Servers
- Transition of SAN from FC to 10G IP

Quality of Service Optimization.

- Evaluating Current QoS Policy
- Developing an Improved QoS Policy Based on changes due to WAN and Data Center refresh

Security Audit.

- Assessed overall network security posture and mitigate vulnerabilities.
- High-level, passive, non-intrusive security check of the system.
- Defined processes and procedures and compile a master checklist of items.

Virtualization (VDI).

- VMware and NetApp solutions.

Design and implementation of a Virtual Desktop environment across the enterprise. Included optimizing network configurations in response to network traffic shifts.

Description: IT and Temporary General Staffing Services

DatamanUSA has been providing IT and Temporary Staffing Services to Northrop Grumman via TASC Technical Services since 2006. The contract includes all job descriptions under the scope of the RFP. DatamanUSA has provided consulting services of over \$2 million till date.

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

1. IT Management Consulting Services

DatamanUSA has over 15 years of Management consulting experience. DatamanUSA project managers are PMP certified.

DatamanUSA has successfully delivered \$5 Million of IT Management Services till now.

DatamanUSA has executed many projects and provided strategic planning to clients including RTD-Denver, Texas Credit Union Dept., City of San Marcos Texas and the Colorado Dept. of Corrections.

DatamanUSA has executed many projects and provided Business Architecture to clients including RTD-Denver, Colorado Dept. of Public Safety, Texas Credit Union Dept. and the Colorado National Guard.

DatamanUSA has executed many projects and provided Governance, Risk and Compliance to clients including; RTD-Denver, Texas Credit Union Dept., Auraria Higher Education Center and Colorado National Guard.

DatamanUSA has executed many projects and provided Performance Management to clients including; RTD-Denver, Houston Metro, Massachusetts Dept. of Transportation and US Forest Service.

DatamanUSA has executed many projects and provided ITSM/ITIL services to clients including Massachusetts Dept. of Transportation, North Carolina Dept. of Transportation, Texas Dept. of Transportation and Texas Education Association.

DatamanUSA has executed many projects and provided Change Management to clients including RTD-Denver, Colorado Governor's Office of Information Technology, Colorado National Guard, Utah Dept. of Human Services and Colorado Dept. of Public Safety.

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DatamanUSA has executed many projects and provided Communications to clients including RTD-Denver, Houston Metro, US Forest Service, US GSA and the Massachusetts Dept. of Transportation.

2. Applications Development/Integration and Support Services

DatamanUSA has CMM level-III compliant Software Development Lifecycle processes, Technology Certified Professionals (MCP, MCSD etc.) and PMP Certified Project Manager ensures delivery of project on-time and within budget.

DatamanUSA has delivered \$14 Million of Application Development/Integration & Support Services.

DatamanUSA has delivered Staffing and Turn-key projects to many clients like RTD-Denver, Colorado Dept. of Corrections, New Mexico Corrections Dept. and the Washington Administrative Office of the Courts.

DatamanUSA has executed many projects and provided staffing to client including Denver Water, State of Washington.

DatamanUSA has executed many projects and provided Mobile Application Development to commercial clients.

DatamanUSA has executed many projects and provided Web Development/ Design to clients that include RTD-Denver, Colorado Dept. of Corrections, Colorado Dept. of Public Safety and New Mexico Corrections Dept.

DatamanUSA has delivered Staffing and Turn-key projects to many clients including DIA, RTD-Denver, Texas Credit Union Dept., City of San Marcos Texas and Williamson County Texas.

DatamanUSA has provided QA resources to clients including Colorado Dept. of Labor and Employment, New Mexico Corrections Dept., Colorado Dept. of Corrections and the Colorado Dept. of Public Safety.

DatamanUSA maintains a network of the most highly skilled IT professionals to help support our clients' IT Application Development needs. We provide top level talent for Application Development services including the design, development, and delivery of software applications.

- Our application development professionals are highly skilled in all the latest programming languages, relational database management systems, and application, integration and web servers.
- Programming Languages: C/C++, C#, Unix Borne Shell, Perl, Java, J#, Visual Basic, Ruby, VB.NET, Pascal, Object Pascal, Tcl, SQL, PL/SQL.
- Relational DBMS: Microsoft SQL Server, Microsoft Access, Sybase, MySQL, IBM Informix, Oracle
- Application, Integration, and Web Servers: Sun Java System, Microsoft Transaction Server, Microsoft Message Queue Server, Microsoft Internet Information Services, Microsoft Commerce Server, BEA WebLogic, IBM WebSphere Application Server, Tomcat, Apache, OMG CORBA, Sybase Enterprise Application Server, JBoss
- Our Application Development services can include complete project management from the initial consultation to successful completion of your project, or more simply, provide support for application management.
- We help companies carry out their business by providing the most qualified IT professionals with experience in: Desktop Support, Web Development, Help Desk/Technical Services, Software Development, Data/Database Management, Internet/Intranet, Systems Integration, Security, Infrastructure Management and Project Management/Business Analysis.

3. Network Infrastructure Services

DatamanUSA understands that delivering superior information technology services to your organization requires reliable and efficient connectivity, both internally and externally. It is critical to leverage cost-effective and efficient network infrastructure solutions that deliver the performance and reliability standards that your company demands. With certified expertise and extensive experience in a wide array of networking vendors and their technologies, DatamanUSA can help you reliably accelerate data and applications across your entire network at a price you can afford.

DatamanUSA has successfully delivered \$1.5 Million of Network Infrastructure Services till date.

	DatamanUSA has executed many projects and provided CCNP professionals for projects with clients including the Colorado National Guard, Texas Dept. of Aging and Disability Services and Houston Metro.
	DatamanUSA has executed many projects and provided professionals for projects with clients that include Colorado National Guard, Houston Metro and US GSA.
	DatamanUSA has executed many projects and provided Network Technicians for projects with clients including US GSA, Colorado National Guard, Texas Dept. of Aging and Disability Services and the Texas Dept. of Transportation.
	DatamanUSA has provided Telecommunications services to the US GSA and the US Bankruptcy Court.

4. Infrastructure Services

DatamanUSA has the experience to deliver end-to-end support to assure that your network is running smoothly and outages are avoided. DatamanUSA has provided Network Infrastructure Services to public sector clients that include:

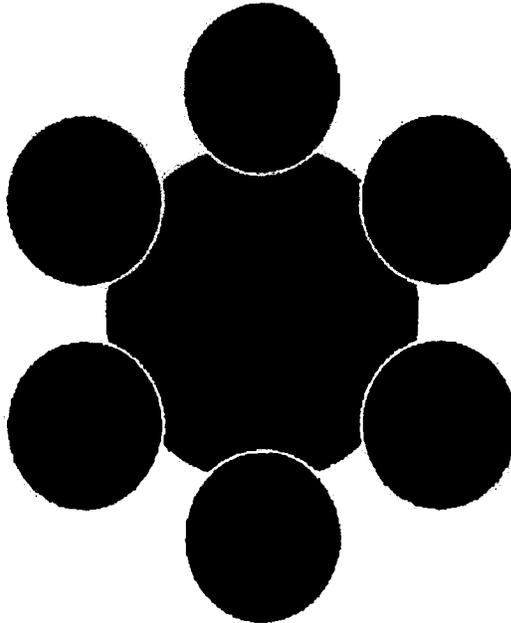
DatamanUSA has successfully delivered \$3.5 Million of Infrastructure Services till date.

	DatamanUSA has executed many projects and provided IT System Administration to clients including Texas Dept. of Aging and Disability Services, RTD-Denver and New Mexico Corrections Dept.
	DatamanUSA has executed many projects and provided Storage Area Network (SAN) Engineering to clients including North Carolina Dept. of Transportation US GSA and Texas Dept. of Aging and Disability Services
	DatamanUSA has executed many projects and provided Infrastructure Architecture to clients like Colorado Dept. of Labor and Employment, Texas Office of the Attorney General and North Carolina Dept. of Transportation.
	DatamanUSA has executed many projects and provided Database Administration to clients including RTD-Denver, University of North Carolina and the Utah Dept. of Human Services
	DatamanUSA has executed many projects and provided Identity Management Architecture

We are expertly qualified to help you design, implement and manage your IT infrastructure. Our consultants will work with you to scope your requirements, install hardware, software, cables and wireless solutions, creating an integrated environment that delivers optimum performance and availability. Whether we help you to build your network, or are engaged to assure its ongoing efficiency, our network administrators will remotely manage and monitor your network including devices, servers and applications. Our team of engineers will ensure that routers, switches, firewalls, VPN and IDS/IPS are running smoothly and efficiently. When upgrades to an operating system or active directory are needed, DatamanUSA completes these assignments with ease.

5. Information Security Services

DatamanUSA understands that security is a constant feature and cause for organizations in both the public and private sector. With the advancement of technology, security threats are becoming more complex and have a more critical impact on business. DatamanUSA's consultants have the experience required to allow you to rest easy knowing you have all your bases covered.



- DatamanUSA has provided Network Infrastructure Security Services to public sector clients that include Colorado National Guard.
- DatamanUSA is a Fortinet Partner, a leader in the Next Generation Firewall, Data Center Firewall, Cloud & SDN Security, Internal Network Firewall, Unified Threat Management and Advanced Threat Protection.
- As a Fortinet partner provides Fortinet's Managed Security Services for Unified Threat Management

(UTM). It includes Firewall / VPN, NGFW (IPS & Application Control), Web Filtering, Advanced Threat Protection (ATP) - Anti-Malware, WAN Optimization, Wireless Access Point, Endpoint Protection and Authentication.

- DatamanUSA is a IBM Business Partner that provides IBM's state of art Cloud and Information Security solution.
- State of Colorado had also awarded State Cyber Security Contract to DatamanUSA. DatamanUSA is currently assisting a local transportation company with their cyber security need.
- DatamanUSA has provided Identity Management Consultants to many clients.
- DatamanUSA has CISCO certified professionals on bench to help meet security need.

DatamanUSA has successfully delivered \$500K of Information Security Services till date.

	DatamanUSA has executed many projects and provided Information Security engineers to clients including the Colorado National Guard.
	DatamanUSA has executed many projects and provided (SAN) Engineering to clients including the Colorado National Guard.
	DatamanUSA has executed many projects and provided Information Security Analysts to clients including the Colorado National Guard.
	DatamanUSA has executed many projects and provided Identity Management Developers for commercial clients.
	DatamanUSA has executed many projects and provided Information Security Professionals to clients including the Colorado National Guard.

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6. General Technical Services

DatamanUSA has been providing General Technical services to the public sector for over 15 years. Our Network of IT professionals in the Denver Metro area is vast and allows us to quickly jump on any need. We keep a strong bench and continually provide our clients top notch service in this area for both long term and short term projects.

DatamanUSA has successfully delivered \$14 Million of General Technical Services till date.

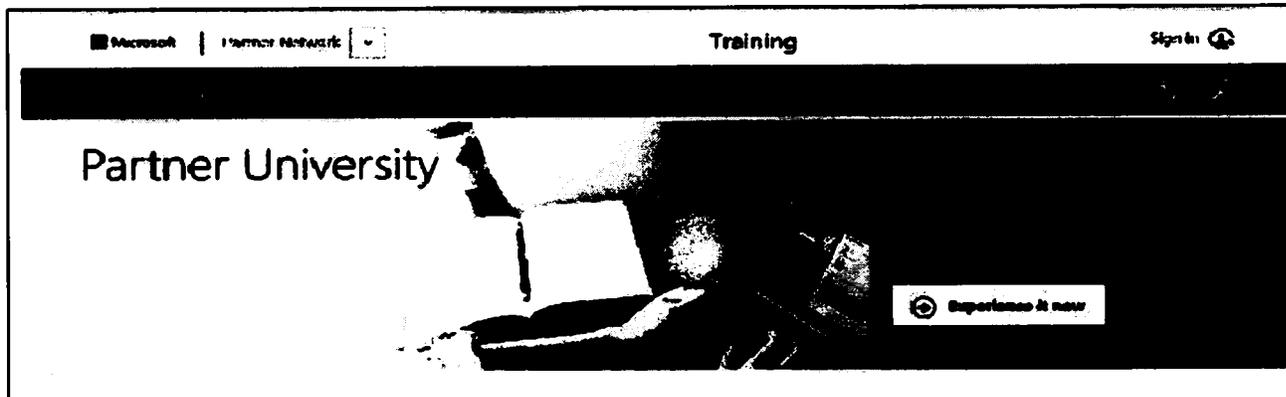
	DatamanUSA has executed many projects and provided Project Coordinators to clients like RTD-Denver, US Forest Service, US Bureau of Land Management and US GSA.
	DatamanUSA has executed many management consulting projects for companies like RTD-Denver, Auraria Center for Higher Education, Massachusetts Dept. of Transportation and the US Forest Service.
	DatamanUSA has executed many projects and provided Program Management to clients that include RTD-Denver, US Forest Service and New Mexico Corrections Dept.
	DatamanUSA has executed many projects and provided Business Analysts to clients that include RTD-Denver, Massachusetts Dept. of Transportation, Jefferson County Public Schools and the Colorado Dept. of Revenue.
	DatamanUSA has executed many projects and provided Desktop Support to clients including RTD-Denver, Houston Metro, Colorado Dept. of Agriculture and the Colorado Dept. of Labor and Employment.
	DatamanUSA has executed many projects and provided Help Desk Support to clients that include RTD-Denver, Houston Metro and the Colorado Governor's Office of Information Technology.
	DatamanUSA has executed many projects and provided Systems Field Technicians to clients including RTD-Denver, US GSA and Houston Metro.
	DatamanUSA has executed many projects and provided Asset Management Technicians to commercial clients.

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

DatamanUSA offers professional expertise and client related training to candidates. The training is customized based upon consultant job profile and client requirements. DatamanUSA has education reimbursement policy for all full time employees where DatamanUSA reimburses the cost of training required to support clients and for consultant's career development.

DatamanUSA is technology partner with leading technology companies and hence has access to their training program for all employees.

Microsoft Technology Training
DatamanUSA is a Microsoft Silver Partner and all employees avail their in-person and online training programs. DatamanUSA reimburses training fee to all employees.



Here is the partial list of Microsoft training in-person classes in Arizona in May 2016

- Get to Know Surface Pro 4
- Get to Know Windows 10
- What's New with Office 2016
- PC Tune Up in a Snap
- Cybersecurity 101
- Enterprise Development Series

Here is a partial list of online Microsoft trainings in May 2016

- Introduction To Power Business Intelligence
- Windows 10 Tech Series
- Office 365 Practice Accelerator for SMB
- Partner Practice Enablement for Enabling Enterprise Mobility
- Data Platform PPE - SQL Server 2016
- Windows 10 Tech Series
- What's New in Enterprise Mobility Suite
- The Top 5 Analytics You Need to Optimize Azure Spend (CSD875PAL)
- Drive Business Outcomes with EY and Cortana Analytics (BI155PAL)
- USWW026 Microsoft IT SME roundtable on cloud at Microsoft
- USWW027 Modern deployment options in Windows 10
- Ask the Experts Series: An introduction to SQL Data Warehouse
- Ask the Experts: Office 365 Internal Use Rights and Partner Admin Center Features
- Labs on Azure for Developers
- Skype for Business: Reference Architectures and Design

Similar trainings are available in following technologies:

- Microsoft Technologies
- Microsoft Small Business products
- IBM Business
- Oracle
- Project Management Institute
- Brocade Alliance
- Cipher Point (Cyber Security)
- Fortinet Partner

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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;

Candidates are first screened for communication, mastery of the English language and personal qualities and attributes by a Recruiter and an Account Manager. Next, a technical interview is conducted based upon the candidate's resume and Technical Checklist.

Technical Screening: Every candidate undergoes a thorough technical screening before submittal. DatamanUSA utilizes a team of technical recruiters, highly skilled IT professionals and online assessments to evaluate a candidate's technical skills.

In-person Interviews: Local candidates will be interviewed in person for **City of Glendale**. Initial telephonic interview may be conducted as per need. Candidates interviewed over the phone are held to the same high standards as those that are interviewed in-person.

Technical Screening: Every candidate undergoes a thorough technical screening for technical positions before submittal to **City of Glendale**. DatamanUSA utilizes a team of technical recruiters, highly skilled IT professionals and online assessments to evaluate a candidate's technical skills.

Reference Checks: For **City of Glendale**, DatamanUSA's account manager will conduct a reference check on each candidate to evaluate their past performance. Reference email and phone numbers are verified to help ensure legitimacy. Often we are able to provide back-door reference checking due to the reach of our network.

Standardized forms are used for Telephonic references Check, which collect relevant information and past employer references, who are then contacted for general performance checks, supervisory experience and ability, ability to select, motivate, delegate, discipline: Strengths and areas for improvement, recommendations and other comments that would be relevant to reemployment.

After the above requirements are satisfied, a criminal background check, health check and drug screening are performed as required by the client. A screening can also include a driving record and credit rating if requested by the **City of Glendale**.

All of these screenings are conducted at Corporate by our HR team in conjunction with the local account management team. *We use Verifications Incorporated and Quest diagnostics for drug screening and background checks. This process normally takes 1-5 days.*

Meeting the City of Glendale's Needs: To ensure we meet the City of Glendale's staffing need, DatamanUSA uses ten-step recruiting framework also referred to as our recruitment productivity process, which breaks recruitment down into ten clearly-identifiable steps. The factors that make our process unique are the way we execute these steps and DatamanUSA's long established, proven staffing experience. Staffing is a DatamanUSA core competency executed according to best practices developed through industry analysis and optimization.

There are management controls throughout the process. Each of the ten steps has its own key metrics, and team members are held accountable for performance against them. We report on metrics every day, making adjustments to ensure that we deliver client's objectives as productively as possible. This selective recruitment policy ensures that only the best of the software industry are inducted and they provide cost-effective solutions to the challenging information technology needs to meet up to our customers satisfaction.

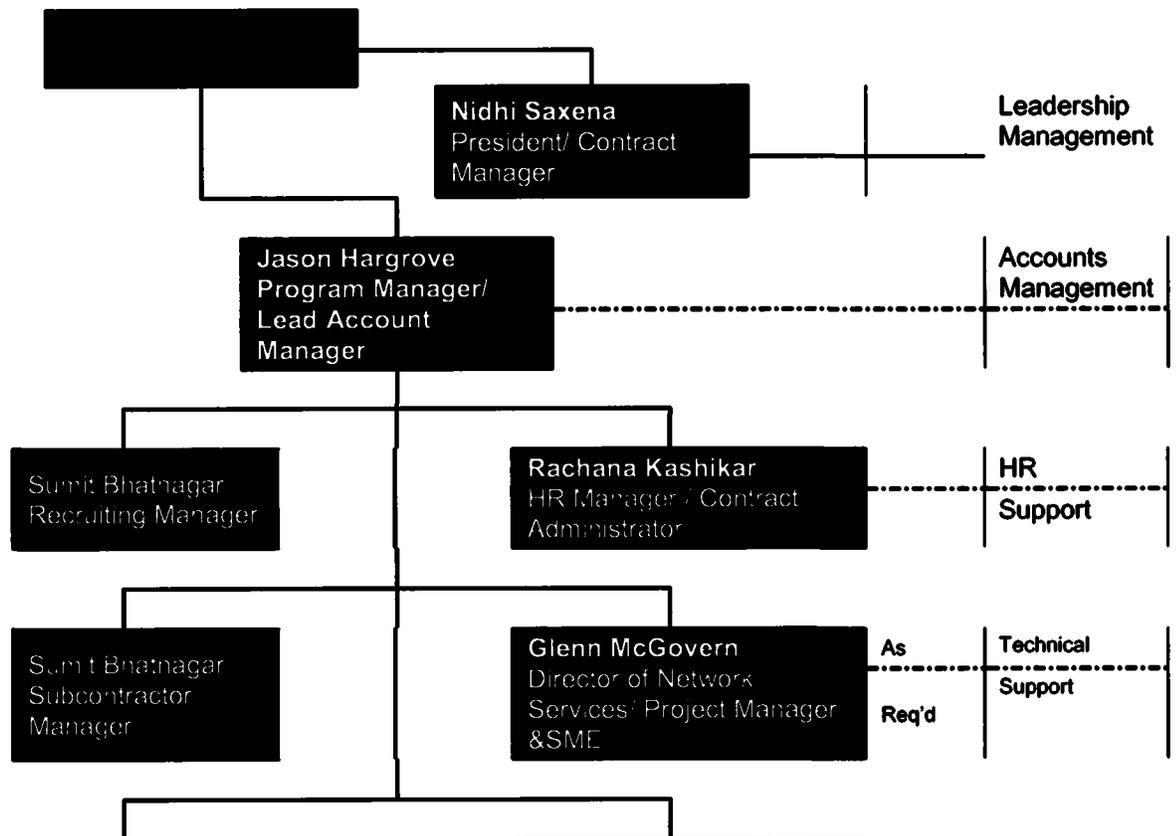
DatamanUSA Recruitment Process and Responsibilities

Recruitment Process	Responsibility
City of Glendale Requisition	
<ul style="list-style-type: none"> Analyzing City of Glendale staff requisition and write synopsis of the requisition Submitting position description and requirements in RMS 	<ul style="list-style-type: none"> Program Manager
Identify Consultants	
<ul style="list-style-type: none"> Assigning to team lead through RMS Check if there is matching skilled consultant available "on bench" Identifying existing skill sets and candidates within DatamanUSA RMS database Sharing job profile to all consultants by posting it on our website and sending mailer to approved consultants for referrals Posting job to external job sites (DatamanUSA website, Dice.com, Monster.com, CareerBuilder.com and shared with approved subcontractors) 	<ul style="list-style-type: none"> Recruitment Manager
Pre-Screening & Interview (DatamanUSA Level)	
<ul style="list-style-type: none"> Executing a comprehensive prescreening that confirms motivation, previous experience, salary, skill level, clearance and potential team-fit. Prescreening includes online test (using Prove-It, Brainbench & internal tools) and general knowledge test. Interview – Conduct detail technical interviews based upon client's requirement. (Most IT skill sets are interviewed by our TR team, and if expert skills are required, these are taken care by our panel of SME's having excellent experience in same domain, which form our Qualified Technical Screen team) Discussing salary requirements and relocation needs with candidates Evaluating attitude and aptitude by discussing team scenarios. <p>Technical Skill Evaluation</p> <ul style="list-style-type: none"> Conducting initial assessment of the candidate's technical qualifications. Conducting detailed technical interviews based on job requirement. <p>Soft Skills Evaluation</p> <ul style="list-style-type: none"> Evaluating candidate's communication, creativity, thinking, flexibility, change-readiness, problem solving, team building and listening skills. 	<ul style="list-style-type: none"> Technical Recruiting Team and SME's
Evaluation (DatamanUSA Level)	
<ul style="list-style-type: none"> Preparing the feedback form to summarize the results of the interview and update RMS with qualified consultants. Relaying interview results Checking references 	<ul style="list-style-type: none"> Recruitment Manager Program Manager
Submission to City of Glendale	
<ul style="list-style-type: none"> Creating skilled matrix matching required skills with experience of consultants to present consistent skill summary to City of Glendale representatives Submitting resumes with a skill summary and references to City of Glendale representatives 	<ul style="list-style-type: none"> Recruitment Manager Program Manager
City of Glendale Interview	
<ul style="list-style-type: none"> Discussing interview schedule with hiring manager for pre-qualified consultants Setting up face to face or telephone interview as per City of Glendale requirement 	<ul style="list-style-type: none"> Recruitment team Program Manager
Background Checks (If requested by City of Glendale)	
<ul style="list-style-type: none"> Depending upon requirement, conducting criminal, citizenship or legal working status, driving records, drug tests, employment records, license verification and background check for selected candidate 	<ul style="list-style-type: none"> HR Manager
Offer	

<ul style="list-style-type: none"> • Complete all due diligence before extending an offer to successful consultants • Extending the offer • Share candidate's decision or initial response with City of Glendale hiring managers 	<ul style="list-style-type: none"> • HR Manager • Program Manager
<ul style="list-style-type: none"> • Informing the joining date of the candidate to City of Glendale • Conducting e-Verification • Confirming candidate joins the project on specified date 	<ul style="list-style-type: none"> • HR Manager • Program Manager
<ul style="list-style-type: none"> • Conducting training on need/ project basis • Updating PDP (Personal Development Plan) of each candidate 	<ul style="list-style-type: none"> • HR Manager

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

The nexus of the DatamanUSA organization is the Program Management Office (PMO) run by the DatamanUSA President, Nidhi Saxena, which provides contract-level oversight and is dedicated to supporting **City of Glendale**. In building out the PMO, DatamanUSA chose to organize in a flat manner and to be both efficient and responsive, allowing **City of Glendale** access to the resources and expertise of a highly integrated group of professionals. Our organizational structure was developed to provide seamless service and create efficiencies in our use of resources. The organization provides both program level and Task Order level management, supported by a full range of business management functions so that DatamanUSA can be most responsive to all **City of Glendale** demands on this contract.



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Nidhi Saxena
Financial Control

Dirk McGregor
Arizona Region Sales
Representative Account
Manager

The DatamanUSA PMO highlighted above features dedicated staff for program management, task execution and technological innovation. The PMO's resources include support from Finance and Administration, Human Resources, Quality Assurance and Security. DatamanUSA has assigned a dedicated Program Manager and Account Manager for City of Glendale.

Our organizational chain of command allows for exceptional customer service. Our response time is second to none. Our Program Manager and Account manager will be available to you 24/7 via e-mail or cell phone to consult and our President Nidhi Saxena is always available to the Authority to respond to emergencies.

DatamanUSA works to build this partnership by:

- Treating old clients like new clients
- Providing Value in new ways
- Focusing on Customer Service
- Putting our clients interest first
- Understanding our clients goals
- Listening to our clients
- Asking for feedback
- Focusing on the long term

Our executive leadership will take an active role in working with **City of Glendale** and your customers to meet the goals of this contract. Contract management for the City of Glendale contract will be provided by the personal listed above. They are all available any time day or night to **City of Glendale** representatives.

- **Executive Leadership:** DatamanUSA's President will provide **Executive Leadership** to our team in support of the City of Glendale contract. This hands-on approach by our Senior Management will ensure prompt resolution of all issues that might arise, and demonstrates DatamanUSA's total commitment towards the success of the contract.
- **Supervision of Work and Project Oversight:** DatamanUSA's Program Manager Jason Hargrove will provide overall project oversight and supervise the work and performance of our personnel assigned to the **City of Glendale**. Mr. Hargrove will provide technical guidance and supervise the work and performance of the team. Mr. Hargrove reports directly to our CEO Nidhi Saxena. This structure will help us **effectively manage** all resources for the duration of each engagement.
- **Lines of Authority, and Communication:** The lines of reporting authority and communication for this contract are **clear and direct**. Our Program Manager, Jason Hargrove will have **ultimate authority, responsibility and accountability** to manage all DatamanUSA resources. Mr. Hargrove will also be the authority on all aspects related to the project including communication, risk management, issue resolution, staffing and quality management. Issues can also be resolved by contacting our CEO Nidhi Saxena. Mrs. Hargrove will be involved in all aspects of the contract and easily assessable to **City of Glendale**. The direct line of communication and escalation allows for mistake free communication between DatamanUSA and **City of Glendale**.

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

Bench Candidates: DatamanUSA maintains a strong bench of experienced candidates. All full time employees are paid full salary and company benefits on bench (Between assignments). A strong bench helps DatamanUSA to respond to clients requirements in a very short period.

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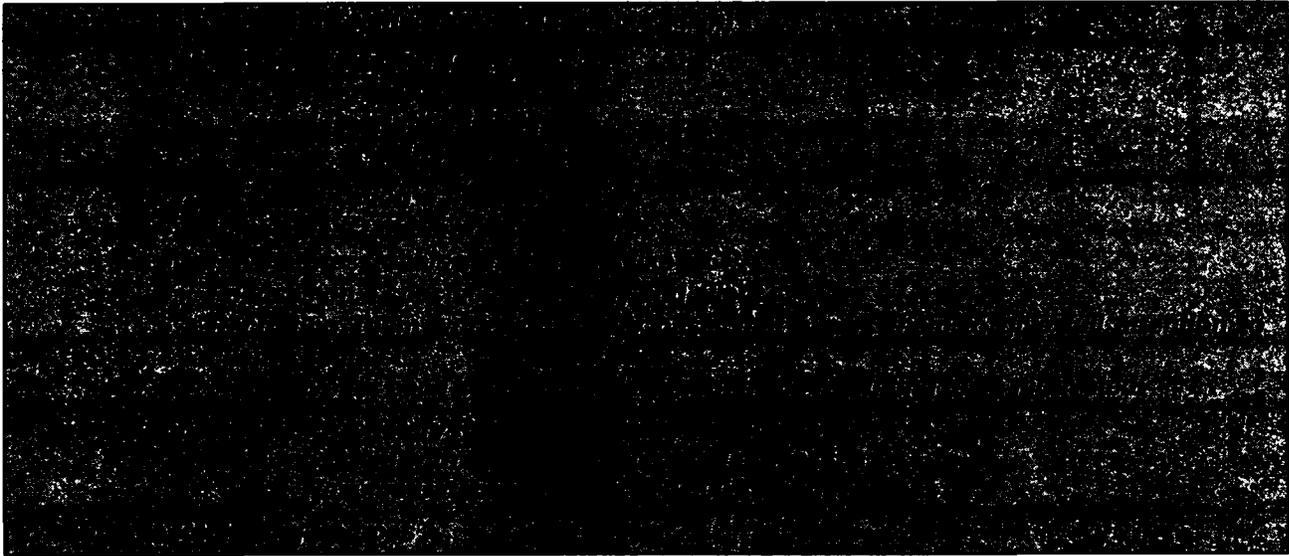
Resume shopping: DatamanUSA has access to industry leading resume databases like Monster, Dice and LinkedIn. DatamanUSA has its own proprietary resume database of skilled workers (including IT professionals) that continues to grow each year. Currently we have over 350,000 active resumes in our database.

Job Boards: DatamanUSA uses industry standard job boards such as Dice and Monster to continually find top IT talent in the Denver Metro area. DatamanUSA also posts jobs on its own websites and websites of various state's agencies and school campuses. Example: Job portal of University of Colorado, ConnectingColorado.com -> job portal for Colorado Workforce and CDLE.



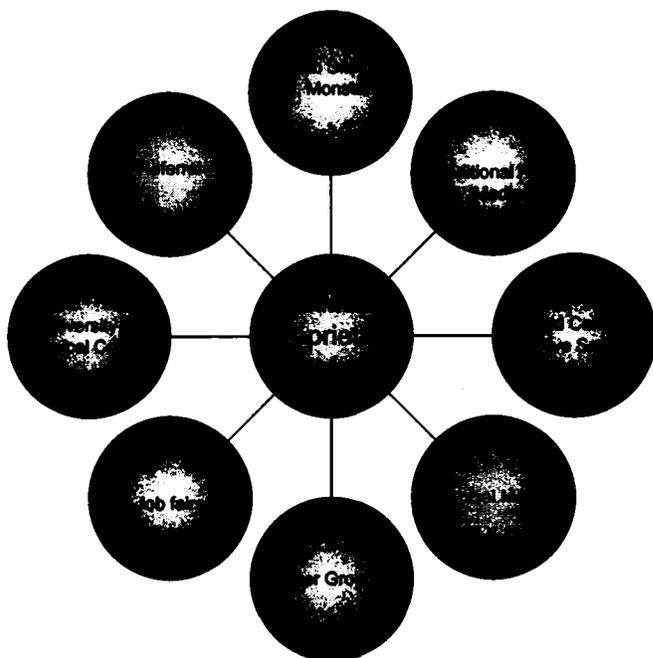
We believe in providing value and high-level customer service to all our clients. Our achievements can be attributed to our honest and flexible approach, as well as a real client-oriented philosophy. We have a thriving culture, born from employees that bring creativity, integrity, innovation and a high level of energy to the job each day. We know that these attributes are important in a service company and DIA will benefit immensely from the DatamanUSA culture.

We are experts in the recruitment field. We have a strong recruiting team dedicated to being the very best in the country. We support this team with the best proprietary systems and technology infrastructure. For example, as soon as a requisition is received – not only is our local dedicated team working on bringing the best candidate to your project, but recruiters across the globe are notified and work collaboratively in our systems for your benefit.



Technical Capability through Professional IT Recruiters

DatamanUSA's technical recruiters are trained in their technologies and some hold professional certifications including MCP, CCNA, MCSE, and MCP in .NET. Over 90% of recruiters have undergraduate degree.



DatamanUSA Recruiting Sources

Our recruiting team is supported by **Recruitment Management System (RMS)**, our web based state of art proprietary recruiting system with over 350, 000 resumes. For example, as soon as a job outline is received – not only is your local dedicated account management working on bringing the best candidate to your project, but recruiters across the globe are notified and work collaboratively in our systems for your benefit.

DatamanUSA's number one priority is to build teams with individuals that "fit" into an agency with the requested expertise. DatamanUSA has a large pool of consultants to pull from to meet an agencies' request. However, there are many times that more expertise and candidates are needed. **Our process for finding skilled candidates is:**

(1) Develop an Understanding of Your Organization and Business Culture

- We view the success of the search because of a successful beginning.

- We take the time to understand **City of Glendale's** requirements so well that we become an extension of you.
- Initially, we make a personal on-site visit and arrange for intensive discussions with client management and other key individuals you may wish to designate.
- We also develop an environmental profile and analyze the total community for homes, schools, social and cultural amenities, etc.

(2) Define the Nature and Scope of the Position

- We expand upon what is normally written in a traditional request for services (job outline) to gain a complete understanding of the responsibilities, challenges and desired profile for the role.
- This assessment stage is very thorough and includes an evaluation of the personality and style of all management team members and all individuals with whom the candidate of choice will interface.
- In consultation with you, we then craft these parameters in the form of a written Position Description. This document cements our relationship and clearly denotes we both understand the desired candidate profile. We also share this document with interested and qualified candidates.

(3) Methods of Locating and Attracting Candidate of Your Choice

- Since A+ player are in high demand, they have many options. Remember, they are happy in their current role, doing a great job and gainfully employed. In many instances today they have teenage children and/or elderly parents and are not as free to relocate as in the past. Previously our research efforts could entice people to move for more responsibility and/or more money. That is clearly not the case today. We are working with integrated, multi-faceted individuals.
- At DatamanUSA we design a multi-faceted team approach to locate and attract the best talent. Today, more than ever before, this is a process. An initial, "No, I am not interested" does not always mean no. There is an art to guiding candidates throughout the search process, one-step at a time. The initial resistance to change can be managed by the respect of following process, being creative and maintaining the proper blend of momentum.
- We are continually re-inventing our research process and tailoring new and creative strategies for our clients. What goes on behind the scene is intensive effort. At DatamanUSA we instill courtesy, creativity

and a blend of tenacity and assertiveness. We allow candidates to take the search process "one step at a time" and not feel as if they need to make an immediate decision that impacts their career and family. At the same time we work with our clients to maintain the proper blend of necessary momentum.

(4) Candidate Research

- We find the best candidates most often require the greatest degree of effort to attract.
- We initiate a variety of simultaneous research strategies and efforts to locate and attract key executives.
- We design a search plan of action and select the research team.
- We create a target list of companies in the same and/or related industries to your own.
- We conduct original research to identify the key executives within the target companies, including creating organizational charts of competitive organizations. This is the most labor-intensive research effort. It is also the means, which consistently results in the location of many of the final candidates.
- We contact professional trade associations and identify the most significant contributors, national speakers and national experts in each given area of expertise. We contact them as potential candidates and/or sources.
- We always review our database, current resume file, and closed search file to evaluate potential candidates. Given the unique nature of each search this approach serves most effectively as a networking tool rather than direct access to candidates.
- We research the Internet to identify companies, sources and even candidates. While not always a direct source to our candidate slates, it is a great resource to our effort.
- We always contact our professional network for potential candidates and candidate referrals.

(5) Candidate Development (Search)

- Telephone Interviews During the course of most searches we speak with approximately 50 to 100 individuals by telephone. Career changes, degrees and professional associations are verified. The top candidates are extensively interviewed and the most qualified candidates are prepared for client presentation.
- Initial Reference Checks Before the top candidates' resumes are presented to you for your evaluation and assessment, initial referencing is conducted.

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

Candidates are first screened for communication, mastery of the English language and personal qualities and attributes by a Recruiter and an Account Manager. Next, a technical interview is conducted based upon the candidate's resume and Technical Checklist.

Technical Screening: Every candidate undergoes a thorough technical screening before submittal. DatamanUSA utilizes a team of technical recruiters, highly skilled IT professionals and online assessments to evaluate a candidate's technical skills.

In-person Interviews: Local candidates will be interviewed in person for City of Glendale. Initial telephonic interview may be conducted as per need. Candidates interviewed over the phone are held to the same high standards as those that are interviewed in-person.

Technical Screening: Every candidate undergoes a thorough technical screening for technical positions before submittal to City of Glendale. DatamanUSA utilizes a team of technical recruiters, highly skilled IT professionals and online assessments to evaluate a candidate's technical skills.

Reference Checks: For City of Glendale, DatamanUSA's account manager will conduct a reference check on each candidate to evaluate their past performance. Reference email and phone numbers are verified to

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help ensure legitimacy. Often we are able to provide back-door reference checking due to the reach of our network.

Standardized forms are used for Telephonic references Check, which collect relevant information and past employer references, who are then contacted for general performance checks, supervisory experience and ability, ability to select, motivate, delegate, discipline: Strengths and areas for improvement, recommendations and other comments that would be relevant to reemployment.

After the above requirements are satisfied, a criminal background check, health check and drug screening are performed as required by the client. A screening can also include a driving record and credit rating if requested by the City of Glendale.

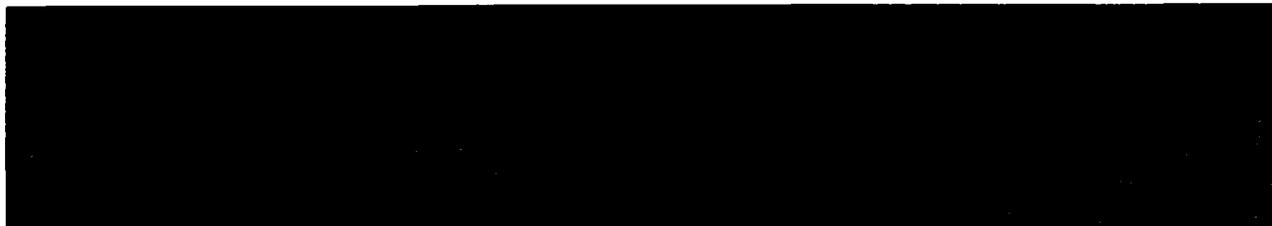
All of these screenings are conducted at Corporate by our HR team in conjunction with the local account management team. **We use Verifications Incorporated and Quest diagnostics for drug screening and background checks. This process normally takes 1-5 days.**

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;

DatamanUSA uses a number of testing tools to screen candidates depending upon job categories and required testing.

For IT temporary staffing:

We prefer candidates with professional technology certifications like MCP, MCSE, MCSA, OCP, PMP, CCNA etc. We have a large of professional certified candidates. This ensure that candidate is up to date with the latest technology trend.



PMP	MCSE	MCP
CCNA	CNE	Network+
CCENT	CLA	LPI
ACMT	ACMT	CASP

We also use brainbench.com for IT skills assessments.

We also use proveit.com for following IT and NON-IT skills

Accounting	Behavioral	Call Center
Healthcare	Microsoft Office	IT Programming Skills

For Non-IT temporary staffing:

For non-IT temporary staffing, we use SHL Talent Management website. We also use website and tools as required and recommended by clients.

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

Here is the method for tracking temporary staff attendance:

- DatamanUSA creates an email ID for employee as a part of onboarding
- DatamanUSA has a dedicated hotline for employee to communicate 24/7.
- It is DatamanUSA policy to take time off only after obtaining client manager approval.
- DatamanUSA's employee submitted time off to DatamanUSA account manager who submits it to client manager for review and approval. Account Manger discuss and finalize plan to support work when employee is on time off. Account Manager approves time off and inform employees.
- For Emergency time off, employee informs DatamanUSA using DatamanUSA hotline and DatamanUSA communicates to client account manager within 30 minutes. Our Account Manager communicates with client manager for any alternative staff or support client needs for this absence.
- Every week, employee submits detailed timesheet to client manager for written approval.
- Client manager reviews hours worked and approves.
- Employee submit approved timesheet to DatamanUSA.
- DatamanUSA process and pays employee as per payment cycle (twice a month).

DatamanUSA is developing a mobile application which will enable employees to communicate with DatamanUSA and client manager in real time.

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

DatamanUSA communication method with client varies with client as we follow client's preferences. Here are our preferred method which a client may adopt.

- Client assigns a project manager or point of contact
- Client informs DatamanUSA phone number and email Id of the client project manager.
- DatamanUSA assigns an account manager for client.
- Account manager informs client project manager using email, phone text and phone call as preferred by client.

DatamanUSA is developing a mobile application which will enable employees to communicate with DatamanUSA and client manager in real time.

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 Reference # 1

Name of Organization	Northrop Grumman/ Tasc Technical Services, 6810 Deerpath Road Suite 408, Plaistow, New Hampshire 03865
Contact Name and Title	Michaela Briand, Partnership Manager
Service dates	Since 2006 – till date
Number of temporary positions filled	Over 150
Number of recruitments conducted and positions filled	DatamanUSA has been providing IT and Temporary Staffing Services to Northrop Grumman via TASC Technical Services since 2006. The contract includes all job descriptions under the scope of the RFP. DatamanUSA has provided consulting services of over \$2 million till date.

2.4.3.1.2 Reference # 2

Name of Organization	Regional Transport District (RTD), 1560 Broadway Ste. 1099, Denver, CO 80202
Contact Name and Title	Avinash Chaudhary, Manager
Service dates	Since 2009 – Till Date
Number of temporary positions filled	Over 100
Number of recruitments conducted and positions filled	<p>Description: Over the last 7 years, DatamanUSA has truly become a “partner” with RTD. DatamanUSA has been awarded with many contracts by RTD and has delivered \$5 Million of IT Consulting Services. This partnership has led to numerous success stories on both staffing and IT solutions. Here is partial list:</p> <ul style="list-style-type: none"> • Multi-years Configuration Management Managed Services contract. • Multi-years Oracle Database Administration Managed Services contract. • Temporary and IT Staffing- DatamanUSA has provided numerous IT and non-IT resources including Project Managers, DBA's, Business Analysts, Help Desk, Developers, Architects, SharePoint developers, J2EE Developers and numerous other positions. • DatamanUSA is one of 2 companies who hold the RTD Work Order contract for IT Custom Software Development on turnkey basis. DatamanUSA has delivered many projects. <p>On the RTD Work Order Contract, DatamanUSA has completed over 30 projects (work orders) for solutions that include:</p> <ul style="list-style-type: none"> • SharePoint Governance and Implementation • GIS Development • Project Management & Business Consulting • Documentum to Laserfiche Migration • Oracle R12 Upgrade (as MBE Subcontractor) • Documentum Health Check • SharePoint Training • Oracle Database Administration • Architecture Roadmap • Reorganization of PMO (as Subcontractor) • VMWare Rollout • Disaster Recovery

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	<ul style="list-style-type: none"> • Design and Development of systems using J2EE, SOA based architecture 	<ul style="list-style-type: none"> • Design and development of RTD-Denver website
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2.4.3.1.3 Reference # 3

Name of Organization	Washington State Patrol
Contact Name and Title	Tania L. Johnson, SECTOR Project Manager
Service dates	June 2015 – Till Date
Number of temporary positions filled	3
Number of recruitments conducted and positions filled	DatamanUSA delivered a fixed price custom software development project on Sept 30, 2015. DatamanUSA is currently working on our second fixed price custom software development project for WSP which is scheduled to be delivered by May 2016...

2.4.3.2 Offeror shall describe their knowledge of the Phoenix market;

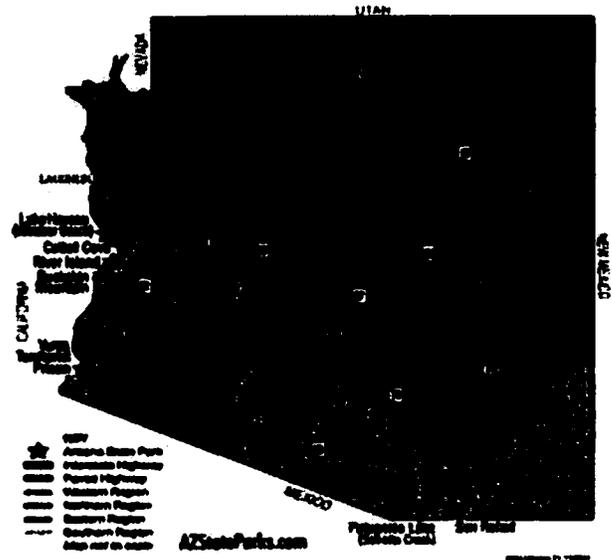
DatamanUSA has a dedicated account manager and recruiting manager for the State of Arizona manage Phoenix area also. We are connected with many IT technical user groups, meetup groups, technology summit and organizations like TIE to reach out to the best locally available resources in the Phoenix and in the State of Arizona.

DatamanUSA offers technical recruiting and staffing services nationwide. In Phoenix, we have provide IT technical recruiting and staffing services to many clients. Some of our main clients in Phoenix are:

- Northrop Grumman for IT, Engineering and Security Staffing Projects
- Sprint/Nextel for IT, HR, Legal, Engineering and Finance Staffing Services

DatamanUSA has also been working our partners to support Phoenix and in the State of Arizona.

- Ciber Inc.
- HCL Technologies
- TCS
- Knowledge Services



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

DatamanUSA has very low turnover rate for temporary technical staffing. We have retention rate of over 98%. We discuss the job requirements with prospective candidates in detail which helps them commit to the entire duration of the assignment. Our temporary technical staffs have been working with us for over 12 years.

DatamanUSA has very low turnover rate for direct hire too with retention rate of over 95. We discuss the job requirements, client culture and benefits with prospective candidates in detail which helps them choose our clients as a long term employer.

2.4.4 PLACEMENT GUARANTEE

2.4.4.1 Offeror shall describe their placement guarantee;

DatamanUSA offers free 90 days of placement guarantee. If any placement leaves within 90 days of hire, we will provide a replacement free of cost.

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

DatamanUSA offers free 30 days of client satisfaction guarantee. If client is not satisfied with any temporary staff placed within 30 days, DatamanUSA replace it with another candidate without any fee.

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;

DatamanUSA will be fully responsible for all temporary staff placed under this agreement and will monitor the success of our temporary staffs on an on-going basis. When a DatamanUSA resource begins work at one of our customer's sites, we stay involved throughout the life of the project. We have constant contact with our employees and their onsite managers in an effort to avoid surprises. This contact allows us to maintain consistency as our temporary staffs are a valuable part of the DatamanUSA team. This relationship with our consultants creates loyalty and avoids sudden departures.

When DatamanUSA works with a customer, we continue to build relationships with local candidates that are similar to our onsite staff. This proactive approach allows us to quickly reach out to pre-qualified candidates with a similar background. We normally have a candidate ready within 24 hours of a vacancy occurring.

If a consultant needs to be replaced, we will utilize the same methodologies, processes and procedures we utilize to recruit initial candidates. We commit to an acceptable resource being offered for an interview within 5 days of notification. We will ask for an exit interview with our temporary staffs' supervisor to make modifications to our process and procedures and alleviate chances of this type of situation occurring in the future.

Retention Plan for Temporary Technical Staff— In an effort to avoid the need to replace resources, we have developed an employee retention plan. DatamanUSA understand that the employees are the most important assets of a company, and we have policies in place to keep employees motivated and retain qualified employees. Our approach to attract top talent and retain our work force is based on our '*Hire and Retain*' Program developed and implemented by our Human Resources (HR) Department. We have a dedicated HR team that supports the contract leadership in managing the hiring decision. Our HR team follows industry proven practices. Individual team organizations offer a variety of internal initiatives designed to give permanent employees more personal responsibility for the company's service offerings and a voice with upper management.

DatamanUSA adheres to staff development policies that are focused on providing employees the essential services they need to succeed, including virtual assistants, talent transformation sabbaticals, expert guidance for fast track growth, and democratic empowerment. We believe our success is a result of our consultants' efforts, and they should be compensated appropriately.

Although we recognize the importance of the pre-employment selection process, extensive training and professional development programs, and unrivaled management support, we firmly believe that our comprehensive program of employee benefits, performance incentives, and individual recognition awards significantly enhances our ability to attract, retain, and motivate an incredible team of dedicated professionals.

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DatamanUSA's total compensation package includes base compensation, benefits, and a generous deferred compensation package.

DatamanUSA has established many other employee recognition policies including quarterly, annually and on-the-spot awards. DatamanUSA solicits regular feedback from customers and communicate with their respective Human Resources departments to recognize significant accomplishments. DatamanUSA continually reviews award criteria to make sure they are still relevant and conducts annual survey with employees to get feedback on this program and for improvements.

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.

DatamanUSA understands and agrees the term and submitting pricing as outlined in the Section 5 of the RFP.

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.

DatamanUSA understands and agrees the term.

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.

DatamanUSA understands and agrees the term.

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.

DatamanUSA understands and agrees the term.

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.

DatamanUSA understands and agrees the term.

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.

DatamanUSA understands and agrees the term.

3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

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.

DatamanUSA understands and agrees the term. DatamanUSA has insurance with same or more than insurance required by City of Glendale.

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

DatamanUSA understands and agrees the term. DatamanUSA has insurance with same or more than insurance required by City of Glendale.

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.

DatamanUSA understands and agrees the term. DatamanUSA has insurance with same or more than insurance required by City of Glendale.

Verification of Coverage

DatamanUSA understands and agrees the term. DatamanUSA will provide copies of the insurance, as required by City of Glendale.

3.6 INDEMNIFICATION CLAUSE:

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

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Offeror: DatamanUSA, LLC

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.

DatamanUSA understands and agrees the term.

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.

"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.

DatamanUSA understands and agrees the term. DatamanUSA confirms that there is no conflict of interest.

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.

DatamanUSA understands and agrees the term.

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>.

DatamanUSA understands and agrees the term.

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.

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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.

DatamanUSA understands and agrees the term.

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 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.

DatamanUSA understands and agrees the term.

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.

DatamanUSA understands and agrees the term.

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

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Offeror: DatamanUSA, LLC

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.

DatamanUSA understands and agrees the term.

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.

DatamanUSA understands and agrees the term.

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.

DatamanUSA understands and agrees the term.

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City of Glendale

Offeror: DatamanUSA, LLC

4.0 OFFER SHEET

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

Nidhi Saxena
Authorized Signature

DatamanUSA, llc
Company's Legal Name

NIDHI SAXENA
Printed Name Address

6890 S TUCSON WAY, STE 100

President
Title

CENTENNIAL, CO 80112
City, State & Zip Code

720-248-3110
Telephone Number

720-248-3200
FAX Number

CONTACT@DATAMANUSA.COM
Authorized Signature Email Address

04-27-2016
Date

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

Contact Name

Phone Number

Fax Number

Email Address

FEDERAL TAXPAYER ID NUMBER: 84-155-2228

Arizona Sales Tax No. _____ Tax Rate _____

Offeror certifies it is a: Proprietorship ___ Partnership ___ Corporation X

Minority or woman owned business: Yes X No _____

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City of Glendale

Offeror: DatamanUSA, LLC

5.0 PRICE SHEET

5.1 DIRECT HIRE

Contractor shall submit a price sheet that contains the Technical Job Title, the approximate annual salary based on Phoenix market, Percentage Charged to City, and the Current Candidate Pool Available as of the submission date of proposal. The price sheet may submitted in Excel (.xls or .xlsx) or Word (.doc or .docx) format. IF NOT BIDDING ON ANY ONE OF THE POSITIONS LISTED ENTER "NO BID" IN THE "Current Candidate Pool Available" COLUMN.

DatamanUSA understands and agrees the term. Price sheet is attached in Excel format.

5.2 TEMPORARY TECHNICAL STAFF

Contractor shall submit a price sheet that contains the Technical Job Title, Technical Job Description, typical time frame / number of business days when a candidate can be made available, the hourly rate provided to candidate, Contractor mark-up charged to the City per hour, and total hourly rate charged to the City. The price sheet may submitted in Excel (.xls or .xlsx) or Word (.doc or .docx) format. IF NOT BIDDING ON ANY ONE OF THE POSITIONS LISTED ENTER "NO BID" IN THE "Total Hourly Rate Charged to the City" COLUMN.

DatamanUSA understands and agrees the term. Price sheet is attached in Excel format.

5.3 PAYMENT

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

DatamanUSA understands and agrees the term.

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.

DatamanUSA understands and agrees the term.

OFFEROR NAME: DatamanUSA, llc

EXHIBIT B
TECHNICAL RECRUITING & STAFFING
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Temporary Technical Staff Positions: DatamanUSA, LLC shall charge the City 45% on top of the candidate's hourly rate as reflective on the attached Exhibit B.

Direct Hire: DatamanUSA, LLC shall charge the City an overall average of 11% fee for Direct Hire staff. Exact percentages are reflected on the attached Exhibit B.

NOT-TO-EXCEED AMOUNT

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

DETAILED PROJECT COMPENSATION

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

	A	B	C	D	E	F
2	Business 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. 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.	2 Business days	\$30.00	52%	\$45.60
3						
4	Systems Administrator 1 - 3 Years	Monitor and coordinate all data system operations, including security procedures, and liaison with end users. Ensure that necessary system backups are performed and storage and rotation of backups is accomplished. Monitor and maintain records of system performance and capacity to arrange vendor services or other actions for reconfiguration and anticipate requirements for system expansion. Assist managers to monitor and comply with State data security requirements. Coordinate software development, user training, network management and minor installation and repair of equipment.	2 Business days	\$32.00	52%	\$48.64
5						

	A	B	C	D	E	F
6	Network Engineer 1 - 3 Years	Perform similar duties as directed or instructed by the senior network engineer. Conduct studies pertaining to network configuration and monitor traffic patterns such as protocols and peak usage. Stays current with technological changes.	2 Business days	\$28.00	52%	\$42.56
7						
8	Database Administrator 1 - 3 Years	Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.	2 Business days	\$40.00	52%	\$60.80
9						

	A	B	C	D	E	F
10	Network Engineer (SCADA Experienced) 1 - 3 Years	Perform similar duties as directed or instructed by the senior network engineer. Conduct studies pertaining to network configuration and monitor traffic patterns such as protocols and peak usage. Stays current with technological changes.	4 Business Days	\$40.00	52%	\$60.80
11						
12	Control System Engineer 1 - 3 Years	Control Systems Engineers analyze user requirements and the design of process and/or mechanical equipment to design automation systems that will cause the equipment to function in the desired manner. They analyze user requirements, procedures, and problems to identify the system components and develop the design and functional specifications for the automation systems. They are responsible for the interface between the hardware and software development for the automation system	2 Business days	\$40.00	55%	\$62.00
13						

	A	B	C	D	E	F
14	Analyst, Computer Software/Integration (Senior)	Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting. Must be able to present system designs for user approval at formal reviews. Must be capable of performing configuration management, software integration, interpreting software test results, and recommending	4 Business Days	\$64.00	45%	\$92.80
15						
16	Analyst, Computer Systems (Senior)	Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards and for progress in accordance with schedules. Must be able to coordinate with the Program Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliverables/presentations on the system concept to colleagues, subordinates, and end user representatives. Provides daily supervision and direction to support staff.	4 Business Days	\$64.00	45%	\$92.80
17						

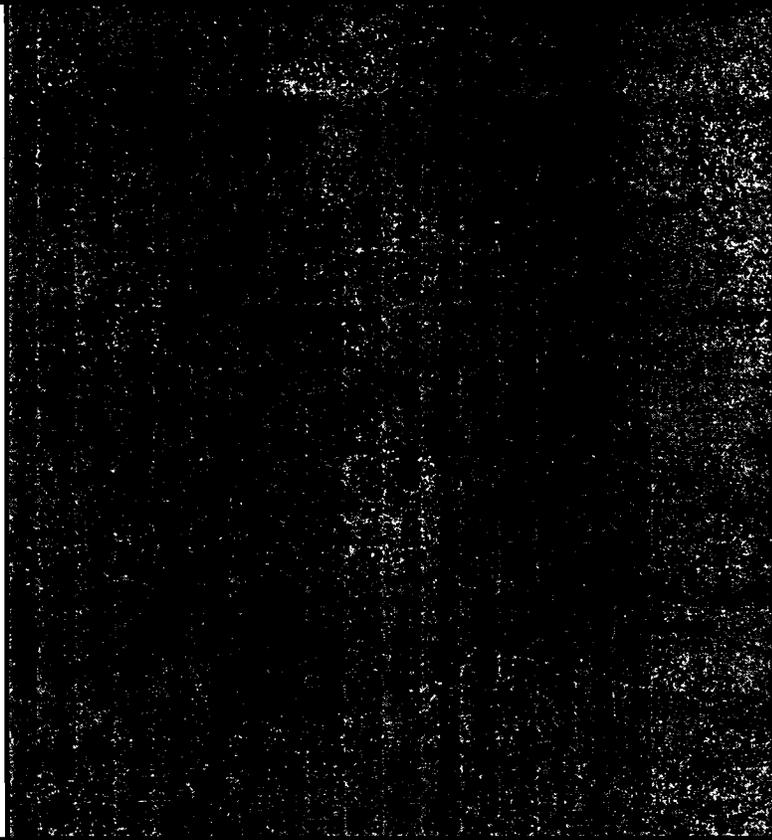
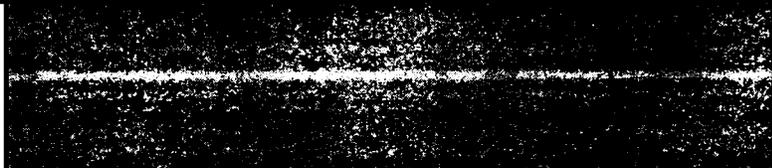
	A	B	C	D	E	F
18	Application Developer, Advanced Technology	Must be able to translate applications requirements into web-based solutions using available technology. Must be able to apply new and emerging technologies to the software development process	3 Business Days	\$70.00	45%	\$101.50
19						
20	Applications Development Expert	Provides design recommendations based on long-term IT organization strategy. Develops enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features. Uses a variety of platforms to provide automated systems applications to customers. Provides expertise regarding the integration of applications across the business. Determines specifications, then plans, designs, and develops the most complex and business critical software solutions, utilizing appropriate software engineering processes – either individually or in concert with a project team. Will assist in the most difficult support problems.	3 Business Days	\$95.00	45%	\$137.75
21						

A	B	C	D	E	F
22	Architect, Application (Senior)	<p>Manages major projects that involve providing professional support services and/or the integration, implementation and transition of large, complex systems. Provides design and development of e-government solutions, and is responsible for technical design and implementation of the architecture. Designs, develops and maintains infrastructure and backend applications. Provides expertise on defining the role of broadband and wireless applications. Provides definition of current State architecture blueprints. Provides expertise with web servers, gateways, and application servers and content management systems. Provides experience in web application technologies and middleware solutions. Researches new technologies and products for their applicability to business processes. Must be able to compare various solutions and determine the most suitable. Ensures that development efforts are well planned and in agreement with standards.</p>	3 Business Days	\$80.00	45%
23					\$116.00

	A	B	C	D	E	F
24	Architect, Internet/Web	Responsible for analyzing assigned specifications, planning, designing and developing solutions, utilizing appropriate Internet/Intranet/Extranet architecture processes supporting a wide range of business process. Provides appropriate documentation for object design decisions, estimating assumptions, applets and performance metrics – as required by organization architecture process standards, or as assigned. Responsible for minimizing the issues between the client and the server applications and for the overall setup and design of the Internet and web server architecture. Impact and complexity of this job increases if organization is utilizing Internet solutions (vs. only Intranet), especially those with significant business impact (e.g., e-business).	3 Business Days	\$95.00	45%	\$137.75
25						
26						

	A	B	C	D	E	F
27	Computer Operator	A high school diploma or equivalent. An Associate's Degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline is preferred. An Associate's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.	3 Business Days	\$45.00	45%	\$65.25
28						
29	Engineer, Software	Reviews and analyzes system specifications. Prepares programming specifications. Analyzes existing systems/subsystems for reusability benefits and needed changes. Prepares design plans and written analyses. Prepares unit and test scripts. Prepares documentation.	3 Business Days	\$76.00	45%	\$110.20
30						

A	B	C	D	E	F
IT Professional (Senior)	<p>Identifies strategic issues for the Information Management Department and advises IT Senior Management of the risks and/or opportunities created by these issues. Issues will be centered on IT measurements and IT project management. IT measurements will encompass the refining or creating of measures related to value creation of IT products and services. Project Management will include presenting recommendations on ways of managing projects more effectively (including, but not limited to: appropriate methodology and quality reviews) Accountabilities include coordinating input from various IT departments to develop recommendations, conducting analyses of issues and ensuring adequate communication of the endorsed positions and recommendations to stakeholders.</p>	3 Business Days	\$80.00	45%	\$116.00

	A	B	C	D	E	F
32	Network Technician (Junior)					
33		Perform similar duties as directed or instructed by the senior network engineer. Adds or exchanges externally connected PC accessories and data communications equipment including cables, boards, batteries, disks drives, and other PC components. Attaches, detaches, or exchanges LAN cabling to workstations, servers, network devices, telecommunications and data communications equipment.	2 Business days	\$40.00	55%	\$62.00

	A	B	C	D	E	F
34	Project Manager	<p>The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.</p>	3 Business Days	\$80.00	45%	\$116.00
35						

	A	B	C	D	E	F
36						
37	Security, Computer Systems Specialist	Analyzes and defines security requirements for MLS issues. Designs, develops, engineers, and implements solutions to MLS requirements. Gathers and organizes technical information about an agency's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses, which also include risk assessment. Provides daily direction to staff.	3 Business Days	\$95.00	45%	\$137.75
38						

	A	B	C	D
1	Vendor: DatamanUSA, llc	Column1	Column2	Column3
2	Technical Job Title	Approximate Phoenix Based Annual Salary	Rate (% percentage charged to City)	Current Candidate Pool Available
3	Business Analyst 1 - 3 Years	\$45,000	11%	Yes
4	Business Analyst 4 - 7 Years	\$68,000	11%	Yes
5	Systems Administrator 1 - 3 Years	\$50,000	11%	Yes
6	Systems Administrator 4 - 7 Years	\$75,000	11%	Yes
7	Network Engineer 1 - 3 Years	\$48,000	11%	Yes
8	Network Engineer 4 - 7 Years	\$68,000	11%	Yes
9	Database Administrator 1 - 3 Years	\$55,000	11%	Yes
10	Database Administrator 4 - 7 Years	\$75,000	11%	Yes
11	Network Engineer (SCADA Experienced) 1 - 3 Years	\$75,000	11%	Yes
12	Network Engineer (SCADA Experienced) 4 - 7 Years	\$91,000	11%	Yes
13	Control System Engineer 1 - 3 Years	\$55,000	11%	Yes
14	Control System Engineer 4 - 7 Years	\$70,000	11%	Yes
15	.NET Programmer 1 - 3 Years	\$50,000	11%	Yes
16	.NET Programmer 4 - 7 Years	\$70,000	11%	Yes
17	Any other position		11%	

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.