

**AGREEMENT FOR
TEMPORARY STAFFING SERVICES
City of Glendale Solicitation No. 22-41**

This Agreement for Temporary Staffing Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Cathyjon Enterprises, Inc, a California corporation, authorized to do business in Arizona, (the "Contractor"), as of the ____ day of _____, 2022.

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. 22-41 (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 \$4,500,000, 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.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
- 11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 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.

12.2 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:

Cathyjon Enterprises, Inc.
c/o Jonathon Paul
2120 Main Street, Ste. #250
Huntington Beach, CA 92648

- 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 Paul Evans, Contract Analyst
5850 W Glendale Avenue, Suite 317
Glendale, Arizona 85301
623-930-2864

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.

13. 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.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 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.

14.2 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.

- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

- 15.1 Renewals. 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 on an annual basis up to four (4) additional years. 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.
- 15.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City’s sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. 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.mesaaz.gov/business/purchasing/save>

18. 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

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Cathyjon Enterprises, Inc,
a California corporation.



By: Megan Ignacio
Its: General Manager

EXHIBIT A
TEMPORARY STAFFING SERVICES
PROJECT

Contractor to provide Temporary Staffing Services to supplement the needs of the city on and as needed basis, and shall fulfil the Scope of Work, per RFP 22-41.

EXHIBIT B
TEMPORARY STAFFING SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION


Method and amount of compensation will be based on RFP 22-41.

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 \$4,500,000.

DETAILED PROJECT COMPENSATION

See attached Pricing Workbook and Exhibit 5 - Staffing Positions


 <p>Glendale ARIZONA</p>	<p>City of Glendale Solicitation Number: RFP 22-41 / 42200047 TEMPORARY STAFFING SERVICE PRICING WORKBOOK</p>	<p>CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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3. PRICING/COST WORKBOOK

Contractor must complete the Pricing Schedule below. Proposed pricing must not increase for the first two (2) Terms of the agreement or the first initial term whichever is greater. Any items not clearly listed on Contractor’s submitted price proposal will be considered included in Contractor’s price at no additional cost to the City. All pricings should contemplate compliance with the performance requirements as specified in the Scope of Work.

Instructions:

- a. The cost proposal must be submitted separately from the rest of the written proposal.
- b. Cost proposals shall be quoted as an all-inclusive fixed fee for services.
- c. All inclusive – covers all direct and indirect necessary expenses including but not limited to travel, telephone, copying, and other out-of-pocket expenses.
- d. Not to Exceed – The actual fees shall not exceed the amount specified in fee proposal.

	City of Glendale Solicitation Number: RFP 22-41 / 42200047 TEMPORARY STAFFING SERVICE PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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PRICE SCHEDULE

The quantities referenced in this solicitation are based on estimate ONLY and are to be used for evaluation purposes only.

The price shall include all direct and indirect costs associated with the Temporary Staffing Service.

A. Contractor's Markup % 40.5

B. ITEM #	Department and Roles (See Exhibit 5 for job descriptions)	Estimated Monthly Hours Required	Temp Staff Hourly Rate	Billable Rate (includes A. Markup)	Estimated Monthly Total	Overtime Rate (Per Hour) <small>* includes A. Markup</small>
	Water					
1	Zanjero Operators	346	N/A	N/A	N/A	N/A
2	Warehouse Worker	173	\$16.50	\$23.18	\$4,010.57	\$34.77
3	Water Services Representative	173	\$17.00	\$23.89	\$4,132.11	\$35.83
4	Laboratory Technician	173	\$18.00	\$25.29	\$4,375.17	\$37.94
5	Water Services Technician	173	\$18.00	\$25.29	\$4,375.17	\$37.94
	Human Resources					
6	Administrative/Clerical	346	\$14.50	\$20.37	\$7,048.89	\$30.56
	Field Operations					
7	Solid Waste Equipment Operator	1038	N/A	N/A	N/A	N/A
8	Service Worker	173	\$16.50	\$23.18	\$4,010.57	\$34.77
9	Cashier	173	\$14.00	\$19.67	\$3,402.91	\$29.51
10	General Laborer	173	\$16.50	\$23.18	\$4,010.57	\$34.77
11	Heavy Equipment Operator	519	\$20.00	\$28.10	\$14,583.90	\$42.15
12	Heavy Equipment Mechanic	173	\$22.00	\$30.91	\$5,347.43	\$46.37
13	Administrative	346	\$14.50	\$20.37	\$7,048.89	\$30.56
14	Data Entry	346	\$14.50	\$20.37	\$7,048.89	\$30.56
15	Access Coordinator	346	\$23.00	\$32.32	\$11,180.99	\$48.47
	Community Services					
16	Administrative/Clerical	346	\$14.50	\$20.37	\$7,048.89	\$30.56
17	General Laborer	173	\$16.50	\$23.18	\$4,010.57	\$34.77
	Budget & Finance					
18	Administrative/Clerical	173	\$14.50	\$20.37	\$3,524.44	\$30.56
19	Accountant	173	\$24.50	\$34.42	\$5,955.09	\$51.63

	City of Glendale Solicitation Number: RFP 22-41 / 42200047 TEMPORARY STAFFING SERVICE PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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- Offeror may provide additional attachments to provide a complete list of roles and hourly rates that they can provide.

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

Comply: YES _____ NO

If your answer is NO, please state terms offered: 0.5%

PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

TAX AMOUNT Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: CathyJon Enterprises, Inc. DBA HB Staffing


	City of Glendale Solicitation Number: RFP 22-41 /4200047 TEMPORARY STAFFING SERVICES EXHIBITS PACKAGE	CITY OF GLENDALE Procurement Division 5850 West Glendale Ave, Suite 317 Glendale, Arizona 85301
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EXHIBIT 5 – Staffing Positions

Department and Roles	General Role Description	Estimated Number of Staff Per Year
Water		
Zanjero Operators	Operate the flood irrigation system to deliver water flow to customers lots.	2
Warehouse Worker	Receives, store, picks inventory and collects arranges and disposes of various equipment materials. Conducts surplus materials pick up, inventory and disposal. Conduct inventory and cyclical counts.	1
Water Services Representative	Read water meters, inspect meter for proper operations, install new meters, clean meter and make minor water line repairs.	1
Laboratory Technician	Collect samples of water for chemical and microbiological analysis. Prepares laboratory containers and equipment for sampling. Conduct field analysis, perform quality control procedures.	1
Water Services Technician	Perform semi-skilled underground construction, maintenance, and repair work on water distribution and sewer pipes and assets.	1
HR		
Administrative/Clerical	General Clerical such as: Data Entry, Filing, Phones, Updating Spreadsheets, Customer Service	2
Field Ops		
Solid Waste Equipment Operator	CDL Equipment Operator.	1 to 6
Service worker	General labor.	1
Cashier	CC Transactions; Customer Service; Administrative Tasks.	1
General Laborer	Traffic Control; Litter Control; Fencing Install; General labor.	2 to 3
Heavy Equipment Operator	Operation of all types of heavy equipment; Caterpillar etc.	1
Heavy Equipment Mechanic	Maintenance of heavy equipment; waste handling dozers; compactors.	1



City of Glendale
Solicitation Number: RFP 22-41 /4200047
TEMPORARY STAFFING SERVICES
EXHIBITS PACKAGE

CITY OF GLENDALE
Procurement Division
5850 West Glendale Ave,
Suite 317
Glendale, Arizona 85301

Administrative	Tasks - Excel, PDF, General Processing, assist with special projects and fill-in for staff out on extended leaves if needed.	2
Data Entry	Help with asset management inventory and other data entry.	2
Access Coordinator	Helps coordinate and provide access to contractors who may need to be escorted on City property.	2
Community Services		
Administrative/Clerical	Tasks - telephone and in-person customer service, using computer programs, MS Word, Excel, PDF, filing, general administrative work, assist with special projects and fill-in for staff out on extended leaves if needed	2
General Laborer	Volunteer event staging and set-up	1
Budget & Finance		
Administrative/Clerical	Tasks - telephone and in-person customer service, using computer programs, MS Word, Excel, PDF, filing, general administrative work, assist with special projects and fill-in for staff out on extended leaves if needed	1
Accountant	Entry level accounting, including preparing journal entries, preparing documentation, documenting capital assets including conducting annual inventories, etc.	1



CITY OF GLENDALE PROCUREMENT DIVISION REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 22-41

ONLINE BID NUMBER: 42200047

TITLE: Temporary Staffing Services

PUBLISHED DATE: June 8, 2022

PRE-OFFER CONFERENCE: June 16, 2022, 10:00 AM Local Time

[Click here to join the meeting](#)

Attendance is NOT required

OFFER DUE: June 29, 2022, 2:00 PM Local Time

Offer Submission Through [Vendor Self-Service \(VSS\) Online Bid System](#).

NOTE: *This is a sealed proposal process requiring proposals to be submitted before the date/time shown above. If errors occur when submitting through VSS, email or call using contact information below.*

CONTACT:

Paul Evans, Contract Analyst
Purchasing-Procurement Division
623-930-2864
PEvans@glendaleaz.com

Proposals shall be opened using the City's electronic bidding system on the specified due time and date identified herein. All information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

The [Vendor Self-Service - New and Existing Vendor Registration Guide](#) provides detailed instructions for registration for both new and existing vendors.



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Additional RFP Attachments

1. Exhibits Package

Required Submittal Documents

1. Response Workbook – To be completed by Offeror and submitted as their response.
2. Pricing Workbook – To be completed by Offeror and submitted as their response



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1. INTRODUCTION

The City of Glendale (City) is seeking proposals from qualified staffing companies (Contractor's) to provide temporary staff to City departments that include but shall not limited to, Budget and Finance, Human Resources, Field Operations, and Water Services. This solicitation will not include technical positions in information technology.

2. OBJECTIVES

The purpose of this Request for Proposal (RFP) is to receive proposal submissions from qualified and experienced Temporary Staffing Services providers to supplement the needs of the city on and as needed basis. The Contractor must also have experience staffing the specific positions outlined in this RFP. This experience should preferably be from working with clients of a similar size and scope as the organization.

3. SCOPE OF WORK

3.1 MINIMUM REQUIREMENTS

A. Staff.

- 1) Contractor shall provide staff as required by the City. Typical positions needed at the city are defined in Exhibit 5.
- 2) If there is a need for additional positions not currently defined in Exhibit 5, the City may solicit price quotations and amend the resultant contract to add the position.
- 3) Contractor shall be responsible for all payroll taxes, workers' compensation, payroll reports, applicable insurances, and other employer federal and state requirements for temporary personnel.
- 4) Staff supplied by the Contractor must meet minimum qualifications as specified by the City and hold all required licenses.
- 5) Temporary employees should be available for the entire length of the assignment. Every attempt must be made to minimize any staffing gaps. At a minimum, a replacement employee must be made available within two (2) business days of employee separation or request by the City for additional employees.
- 6) The City shall have the right at any time to refuse any temporary personnel supplied by the Contractor for any job-related deficiency and to request immediate removal of the employee.
- 7) Contractor shall assign a single point of contact to coordinate and assist in any employment requests, availability, scheduling, billing, contract compliance requirements, reports and problem solving.
- 8) All hours worked must be approved on a weekly basis by the hiring supervisor.
- 9) Contractor shall supply the city with copies of the approved time sheets upon submission of invoices. The City shall not be liable for invoices that cannot be substantiated by the Contractor.



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- 10) Contractor shall not charge the City any placement fees or Contractor fees if a temporary employee submits an application for employment with the City and is selected for employment after project completion.
 - 11) Contractor must notify the City immediately should any personnel supplied under this contract, loses their credentials, licensure, and/or certifications required to perform the job while working for the City. The Contractor shall provide a replacement within two (2) working days.
 - 12) Contractor shall be responsible at all times for the actions and work of its personnel.
 - 13) The City expects Contractor's to have the staff capacity to identify and recruit candidates within the stated time frame. Contractors that do not have sufficient capacity may be removed.
- B. Training.**
- 1) All work under this contract must be performed by properly trained and competent personnel within the specific job description and must be in accordance with industry standards.
 - 2) Contractor shall provide staff orientation and continued training on general safety policies and procedures related to the work environment to all temporary workers.
 - 3) The Contractor's training shall comply with all City and the Occupational Safety and Health Administration (OSHA) standards.
- C. Staff pre-screening.** Prior to providing staff to certain positions in the City, Contractor shall have performed the following:
- 1) Provide candidates that meet the job description.
 - 2) Initial Interviewing and a Background check that includes a state and federal criminal history check, employment verifications, and references from preceding employers, to screen out workers sent to the City with unsatisfactory work habits, undesirable character, prior poor work performance and/or prior disciplinary/termination issues.
 - 3) Perform staff skills assessment; and
 - 4) The Contractor must comply with the State of Arizona E-Verify and federal I-9 regulations for each of their employees sent to the City under this contract.
- D. Reports.**
- 1) The Contractor shall produce computer generated, acceptable employee tracking reports to the city.
 - 2) Upon request, the Contractor shall disclose and provide documentation of the pre-screening
- E. Hours/Days of Operation:**
- 1) The City shall require working hours from 7:00 am – 6:00 pm, on weekdays and may require weekends.
 - 2) Work hours may vary depending on the needs of the operation.



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- 3) Number hours per week may fluctuate based on market conditions and operational needs.

F. Categories and Sub-Categories:

- 1) The Contractor shall make available to the City a comprehensive catalog of Job Titles under each Category/Sub-Category Job Titles, and Job Levels for use by the Customer. All such services must be available through the term of the contract and will be requested and paid for by the City on an "as required" basis.
- 2) The City may request additional positions throughout the term of the resultant Contract as new business needs become known,
- 3) The City reserves the right to incorporate new Categories, Sub-Categories, Job Titles, Job Levels and Job Descriptions for use by this Contract.

3.2 GENERAL REQUIREMENTS

- 1) Option to Extend. Based on satisfactory Contractor performance, the City, may at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
- 2) Post-Award Conference. After award of the contract, the Contractor may be required to attend a post-award conference when requested by the City.
- 3) Contractor Performance or Quality Deficiency:
 1. When notified of a performance or quality deficiency, the Contractor shall have 48 hours from the time of notification to initiate corrective action in any specific instances of unsatisfactory performance or quality. Failure to correct unacceptable product or to provide suitable material within the specified time frame may result in reduction of payment or non-payment for service. If the Contractor fails to correct the problem, the City reserves the right to correct the situation by whatever is deemed in the best interest of the City (e.g. with City personnel or by separate contract, and the cost of such actions deducted from the Contractor's monthly invoice).
 2. Failure to correct the deficiency within a reasonable timeframe may result in termination of the contract for default.
 3. Damage to City Property. Damages to City property that occurs due to Contractor's negligence, the City will arrange for repairs to be made and the costs for making repairs to the areas will be deducted from final payments to the Contractor.
 4. Performance of Service. Performance of the required services shall be completed in accordance with the Scope of Services.



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4. HOW WE CHOOSE

4.1 SCORING RESPONSES:

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- o 30% Experience, proven performance, and qualifications
- o 35% Method of Approach
- o 20% Capacity
- o 15% Cost

4.2 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.

4.3 LENGTH OF CONTRACT: The City will award for an initial one (1) year with four (4) additional one-year renewal options.

4.4 EVALUATION PANEL: Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

4.5 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.

4.6 INTERVIEWS: City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

4.7 ADDITIONAL INVESTIGATIONS: City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.

4.8 BEST AND FINAL OFFERS: City may request best and final offers and will determine the scope and subject of any best and final request.

4.9 PROPOSAL EVALUATION: City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

4.10 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD: Information about the recommended award for this solicitation will be posted [here](#) and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Contract Analyst immediately. Any protest must be submitted to the Procurement



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Administrator no later than seven (7) calendar days from the date of posting on the Internet. Information and instructions on how to file a protest can be found [here](#).

- 4.11 WITHDRAWAL OF PROPOSAL:** Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.
- 4.12 OFFER ERRORS OMISSIONS AND CORRECTIONS:** City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.
- 4.13 COMPETITIVE NEGOTIATIONS:** City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.
- 4.14 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS:** 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 "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

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



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

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



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5. SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

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.

Checklist for Submitting Proposal	Complete (✓)
Submission Requirements	
COVER SHEET (Response Workbook) Offeror Name Offeror Address	
COMPLETED OFFER SHEET (Response Workbook)	
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS (8 questions)	
2. METHOD OF APPROACH (16 questions)	
3. CAPACITY (5 questions)	
4. COST (Pricing Workbook - Must be submitted in a separate electronic file)	
ADDENDUM RESPONSES (if applicable)	
Return of Offer	
<ul style="list-style-type: none"> Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal. 	



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6. SUBMISSION REQUIREMENTS

The proposal is every element of your response to this RFP. For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (See Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING WORKBOOK (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.



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7. ONLINE SUBMITTAL CHECKLIST

Vendors should use this checklist to ensure that they have successfully submitted a proposal for a bid.

- Register as a vendor in the Vendor Self Service portal.
<https://glendaleazvendors.munisselfservice.com/default.aspx>

Vendor Registration instructions are located on the City's website.
<https://www.glendaleaz.com/cms/One.aspx?portalId=15209085&pageId=16366196>

- After registered, find the bid you wish to bid on and select "Create Proposal"

Vendor Self Service Status: Open

Vendor Information: [Return to Search Results](#) Create Proposal

1099	1099	42300620
Bids	Bids	RFP 21-41 / 42100047: Chromatograph with Quadrupole Mass Spectrometer
Checks	Description	
Invoices	Proposals due by	02/06/2020 03:00 PM
Purchase Orders	Bid opening date	02/06/2020 02:51 PM
Contracts	Approximate award date	02/06/2020 03:30 PM

- Under attachment type vendor will see the attachments that are requested by the City. Until requested documents have been attached, it will say (0) for the number of attachments.

Vendor Self Service Step 1 of 5

Vendor Information: [Vendor Self Service](#) | [Return to Search Results](#)

Attachment Type	Description	Required	Attachments
Vendor Pricing Workbook	Completed Pricing Workbook	✓	(0) Attach
Vendor Response Workbook	Completed Response Workbook	✓	(0) Attach

Back Save and Continue



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- After required attachments have been uploaded, the number of documents files attached with show ex. (1), (2), (3), etc.

Bid Attachments
 Step 1 : 3

Vendor Self Service
 Vendor Information

Attachment Type	Description	Required	Attachments
Vendor Pricing Workbook	Completed Pricing Workbook	✓	(1)
Vendor Response Workbook	Completed Response Workbook	✓	(1)

Buttons: Attach, Attach, Back, Save and Continue

- After selecting save and continue vendor will see a “Submit Bid” button. This must be clicked in order for the proposal to be submitted.

Bid Verification
 Step 1 : 3

Vendor Self Service
 Vendor Information

Proposal Status: Pending
Bid Number: 42100020
Description: RFP 20-2910N Chromatograph with Quadrupole Mass Spectrometer
Proposals due by: 02/05/2020 02:00 PM
Bid opening date: 02/05/2020 02:01 PM
Approximate award date: 02/05/2020 05:30 PM

Buttons: Submit Bid

- After selecting submit bid the vendor will receive a message that states, “Response submitted successfully.”

Response submitted successfully.

Buttons: Ok



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- After selecting "Ok" vendor can verify submittal status by going back to Bids and selecting "Return to My Bids" to verify submittal.

A green thumbs up will be displayed under the "Submitted" status. This signifies successful submittal of proposal.

Bids

[Search bids](#)

Proposal Status All ▾ Submitted All ▾ Bid Status All ▾

Recent bid requests

All times reflect (UTC-07:00) Arizona

Due by Date	Bid Number	Description	Vendor ID	Bid Status	Submitted	Proposal Status
02/06/20 14:00 PM	42000020	RFP 20-39 ION Chromatograph with Quadrupole Mass Spectrometer	<input type="text"/>	Accepting Proposals	0	0

