

**CITY CLERK
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**C-10229
08/28/2015**

AGREEMENT FOR

Temporary Workers for Recycling Facility, Landfill & Public Works

City of Glendale Solicitation No. RFP 15-17

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

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 15-17 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

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

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

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

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

3.5 Work Product.

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

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$875,153 per fiscal year, or a maximum of \$4,375,765 if the City exercises all renewal options contemplated in Section 13 (Term) of this agreement, as specifically detailed in **Exhibit B** (the "Compensation").

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

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

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

5. **Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

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

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

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

6. **Termination.**

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

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

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

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

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

8. **Insurance.**

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

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$500,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

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

8.2 Sub-contractors.

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

8.3 Indemnification.

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

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

9. Immigration Law Compliance.

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

10. Notices.

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

10.2 Representatives.

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

JG Staffing, Inc.
c/o Jeffery Griffin
9014 West Thomas Road, Ste 107
Phoenix, Arizona 85307

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

City of Glendale
c/o Jacob Romero
11480 West Glendale Avenue
Glendale, Arizona 85301
623-930-4727

With required copy to:

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

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

- c. Concurrent Notices.

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

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

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

12. Entire Agreement; Survival; Counterparts; Signatures.

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

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

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

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

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

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

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

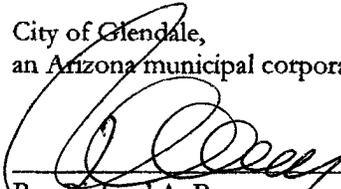
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

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

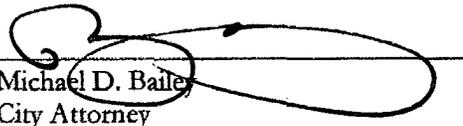
City of Glendale,
an Arizona municipal corporation


By: Richard A. Bowers
Its: Acting City Manager

ATTEST


Pam Hanna
City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Baile
City Attorney

JG Staffing Inc.,
an Arizona corporation

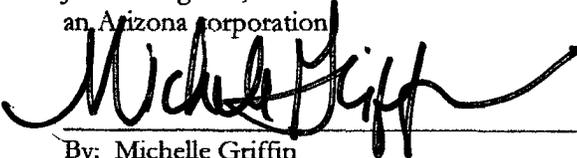

By: Michelle Griffin
Its: Vice President

EXHIBIT A

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

[See attached]



CITY OF GLENDALE

MATERIALS MANAGEMENT

Request for Proposal

SOLICITATION NUMBER: RFP 15-17

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

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

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

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

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding the solicitation contact:

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

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CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-17

Temporary Workers For Recycling Facility, Landfill and Public Works Department

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SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-17

Temporary Workers For Recycling Facility, Landfill and Public Works Department

1.1 INTRODUCTION

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

1.2 BACKGROUND

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

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

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

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

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

1.3 SCOPE OF WORK

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

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

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

**SECTION ONE
SPECIFICATIONS**

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-17

Temporary Workers For Recycling Facility, Landfill and Public Works Department

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

MRF

7:00 am – 3:30 pm

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

Landfill

7:30 am – 4:00 pm – Monday – Friday

7:00 am – 3:30 pm Saturday's

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

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

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-17

Temporary Workers For Recycling Facility, Landfill and Public Works Department

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

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

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

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

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

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

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

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

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

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

Performance
Salvaging/Scavenging

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Safe work practices
PPE requirements
Insubordination
Sexual and work place harassment

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

1.4.1 Essential Functions:

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

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

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

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

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

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

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

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

1.5.1 Essential Functions:

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

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

1.5.2 Number of anticipated Contractor Line Leads: 3 staff

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

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

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

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

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

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

1.6.1 Essential Functions:

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

1.6.2 Number of anticipated Contractor Fork Lift Operators: 2 staff

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

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

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

After 30 days: \$8.55

After 60 days: \$9.15

After 120 days: \$9.80

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

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

1.7.1 Essential Functions:

Responsible for vehicle pre-trip and post trip inspections
--

Responsible for complying with all traffic laws, ordinances and rules required of a Commercial Drivers License (CDL)
--

Responsible for the dumping of waste containers at the City Landfill; 40 yard container, trash compactor (MRF Division)

Responsible for operating various types of heavy equipment: roll off, side load, front load and dump trucks (Sanitation Division)

Responsible for operating various types of Landfill heavy equipment: landfill compactors, bull dozers, dump trucks, articulated water pull, graders, loaders, etc... (Landfill Division)
--

Performs other related duties as assigned

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

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

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

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

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

After 60 days: \$14.50 (MRF & Sanitation)
After 120 days: \$15.00 (MRF & Sanitation)
After 60 days: \$15.50 (Landfill)
After 120 days: \$16.00 (Landfill)

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

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

- 1.8.1 Essential Functions:

Responsible for processing customers at the landfill scale house operation.
Responsible for performing opening and closing procedures, maintaining adequate records and communicating with management should any issues arise.
Responsible for maintaining a safe and clean work environment Litter control
Performs other related duties as assigned

- 1.8.2 Number of anticipated Contractor staff to fill in as a cashier or accounting person: 1 position (average).

- 1.8.3 An estimated 2080 regular labor hours shall be needed annually. This number may fluctuate based on market conditions and operational needs.

- 1.8.4 Salary: The City starts accounting personal and cashiers at a base per hour range depending on experience and qualifications, standard starting range is: Cashiers - \$11.00 an hour, Accounting - \$14.00

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

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

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

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

- 1.9.1 Essential Functions:

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

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

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

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

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

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

After 60 days: \$9.50

After 120 days: \$10.25

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

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

1.10.1 Essential Functions:

Responsible for vehicle pre-trip and post trip/safe operation

Responsible for routine road maintenance/repairs on gasoline and diesel-powered automotive equipment.

Responsible for reporting to Supervisor on vehicle repair status.

Performs other related duties as assigned

1.10.2 Knowledge Skills and Abilities: Must possess basis knowledge of principles and practices of vehicle equipment repair and maintenance; preventative maintenance practices, diagnoses and repairs complex problems. (City will provide road maintenance vehicle and tools necessary for road maintenance repairs.)

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

1.10.4 Number of anticipated Contractor supplied Vehicle/Equipment Mechanic: 1 staff.

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

1.10.6 Salary: Vehicle/Equipment Mechanic will be at a flat rate of \$20.00 per hour. This position will be used on an as needed basis.

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

1.11.1 Essential Functions:

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

Types correspondence and performs data entry.

Maintains electronic spreadsheets for various reports.
--

Performs miscellaneous office duties as directed and assigned.
--

1.11.2 Number of anticipated Contractor staff to fill in as a customer assistance representative person: 1 position (average).

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

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

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

Customer Assistance Representative:

After 30 days: \$14.84

After 60 days: \$15.09

After 90 days: \$15.34

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

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1.12 BILLING REQUIREMENTS:

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

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

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

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

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

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

1.13.2.1 Offerors should provide his company's profile that details his firm's history, business philosophy, management, operations, locations, number of employees, number of accounts, years of experience and other pertinent details.

1.13.2.2 Offerors shall provide a verifiable estimate of their current general worker labor pool.

1.13.2.3 Offerors should show a history of demonstrated competence in providing staffing services.

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

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

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

1.13.4.1 Offerors shall provide a narrative of the Offeror's experience providing similar services to a public entity during the past three years.

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

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- 2.1 **INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 2.2 **RETURN OF OFFER** One (1) hard copy marked as "original", one (1) flash drive containing all original documents in PDF format and three (3) copies marked as "Copies". The original copy of the proposal should be clearly labeled "Original" and shall be single-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the Submission Requirements section of this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Contractor's proposal.
- 2.3 **PREPARATION OF OFFER PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:
- 2.3.1 OFFER SHEET, Section Three
 - 2.3.2 PRICE SHEET, Section Four
 - 2.3.3 ADDENDUM, Return all addenda (if applicable).
 - 2.3.4 SPECIFICATIONS, Section One
 - 2.3.5 SUBMISSION REQUIREMENTS, Section One
- 2.4 **ALTERNATE OFFERS/EXCEPTIONS** (Note: This is not applicable to this RFP) Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.
- 2.5 **WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

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

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

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

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

2.8 INQUIRIES Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

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

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- 2.10 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

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

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

- 2.11 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.12 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.13 PRIOR EXPERIENCE** Offeror's prior experience(s) which is deemed to have a significant impact on the resultant contract, may be taken into consideration during the evaluation process.
- 2.14 BEST AND FINAL OFFERS (BAFO)** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.

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- 2.15 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.
- 2.16 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.16.1 Determine in greater detail such Offeror's qualifications, and
 - 2.16.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - 2.16.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
 - 2.16.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.17 ESTIMATED QUANTITIES** Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 25% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.
- 2.18 NOTICE OF INTENT TO AWARD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City of Glendale's, Materials Management Internet home page

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www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the buyer immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to:

<http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

- 2.19 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

- 2.20 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>

- 2.21 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

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

**SECTION FOUR
PRICE SHEET**

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Temporary Workers For Recycling Facility and Public Works Department

4.1 PRICE

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

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

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

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

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

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

Comply: YES NO

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

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

Company Name _____

Response to Request for Proposal

Temporary Workers for Recycling Facility, Landfill and Public Works Department

Submitted to:
City of Glendale
Attn: Materials Management
5850 West Glendale Avenue, Ste. 317
Glendale, AZ 85301

Submitted by:
JG Staffing Inc.
9014 West Thomas Road, Ste. 107
Phoenix, AZ 85037



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**SECTION THREE
OFFER SHEET**

CITY OF GLENDALE
Materials Management

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

3.0 OFFER SHEET

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

 Authorized Signature	JG Staffing Inc. Company's Legal Name
Jeffery Griffin Printed Name	9014 W. Thomas Rd., Ste 107 Address
CEO Title	Phoenix, AZ 85037 City, State & Zip Code
623-872-8200 Telephone Number	623-266-3625 FAX Number
jgriffin@jgstaffinginc.com Authorized Signature Email Address	12/01/2014 Date

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

Jeffery Griffin	480-227-3796	623-266-3625
Contact Name	Phone Number	Fax Number
jgriffin@jgstaffinginc.com		
Email Address		

FEDERAL TAXPAYER ID NUMBER: 20-1936759

Arizona Sales Tax No. None Tax Rate None

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

Minority or woman owned business: Yes X No ___

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

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

4.1 PRICE

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

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

ITEM NO.	JOB DESCRIPTION	ANNUAL HOURS (A)	UNIT PRICE (B)	TOTAL PRICE (A X B)
4.1.1	Line Sorter	54,080	\$ 10.86 /Hour	\$ 587,308.80
4.1.2	Line Leads	6,240	\$ 10.86 /Hour	\$ 67,766.40
4.1.3	Forklift Operator	4,160	\$ 10.86 /Hour	\$ 45,117.60
4.1.4	General Equipment Operator – Sanitation	2,080	\$ _____ /Hour	\$ _____
4.1.5	Vehicle/Equipment Mechanic – Sanitation Road Repair	2,080	\$ _____ /Hour	\$ _____
4.1.6	Cashier – Scale House Landfill	2,080	\$ 14.85 /Hour	\$ 30,888.00
4.1.7	Accounting Person	2,080	\$ 18.90 /Hour	\$ 39,312.00
4.1.8	General Laborer – Landfill	2,080	\$ 10.86 /Hour	\$ 22,588.80
4.1.9	Heavy Equipment Operator- Landfill	2,080	\$ _____ /Hour	\$ _____
4.1.10	Groundskeeper/Service Worker I – Public Works	2,080	\$ 12.15 /Hour	\$ 25,272.00

GRAND TOTAL (Items 4.1.1 through 4.1.10)	\$ 818,252.80
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**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management
Solicitation Number: RFP 15-17
Temporary Workers For Recycling Facility and Public Works Department

4.2	Administrative/Overhead Fee	35 %
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4.3 **DISCOUNT/PAYMENT TERMS:** The City standard is 2% 20 days.

Comply: YES NO

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

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

Company Name JG Staffing Inc.



SOLICITATION ADDENDUM

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

Solicitation Number: **RFP 15-17** Addendum No. 1 Page 1 of 5

Solicitation Due Date: December 3, 2014 2:00 P.M. (Local Time)

RFP 15-17

**TEMPORARY WORKERS FOR RECYCLING FACILITY, LANDFILL AND PUBLIC WORKS
DEPARTMENT
ADDENDUM NO. 1**

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

1. ADDITIONAL LANGUAGE TO TERMS AND CONDITIONS

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

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

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



SOLICITATION ADDENDUM

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

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

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

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

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

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

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
--	----------------------------

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

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

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

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

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



GLENDALÉ

SOLICITATION ADDENDUM

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

Solicitation Number: **RFP 15-17 Addendum No. 1** Page 3 of 5

Solicitation Due Date: December 3, 2014 2:00 P.M. (Local Time)

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

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

2. QUESTIONS AND RESPONSES

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

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

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

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

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

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

Response: An Excel document will be acceptable.



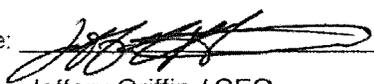
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SOLICITATION ADDENDUM

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

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

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

Name of Company: JG Staffing Inc.
Address: 9014 W. Thomas Rd. Ste. 107, Phoenix, AZ 85037
Authorized Signature: 
Print Name and Title: Jeffery Griffin / CEO

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



SOLICITATION ADDENDUM

Solicitation Number: **RFP 15-17** Addendum No. 2 Page 1 of 1
Solicitation Due Date: December 11, 2014 2:00 P.M. (Local Time)

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

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

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

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

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

2. CLARIFICATION QUESTION AND ANSWER

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

Answer:

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

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

Name of Company: JG Staffing Inc.

Address: 9014 W. Thomas Rd., Ste 107, Phoenix, AZ 85037

Authorized Signature: 

Print Name and Title: Jeffery Griffin / CEO

1.13.1 COMPLIANCE WITH SPECIFICATIONS

1.13.1.1 Offeror should clearly provide a written understanding of the city's requirements, specifications, meeting the terms and conditions of the city's RFP and matching the proposed methods to accomplish the city's requirements.

JG Staffing is aware that the City of Glendale is currently seeking solicitations for temporary workers to fill positions in their Recycling facility, Landfill and Public works department. We at JG Staffing have been servicing MRF's throughout the U.S. over the past 25 years and feel that we would be a good fit for this fulfillment opportunity. We have done extensive work with the City of Phoenix, Waste Management, and Re-community MRF's and feel we have the experience to meet the requirements and specifications of the City of Glendale.

We consistently convene with our clients to improve our safety policies and procedures ensuring that we meet all safety standards of OSHA and cities we work with. The safety policies and procedures that we have established at current locations are not only beneficial for our clients but they also ensure that workers go home safe to their families at night. JG Staffing's safety team is trained consistently on what to look for and how to prevent injuries of workers. When awarded this contract for the City of Glendale our safety team will have extensive meetings with the city safety team and management to create site-specific safety plans.

JG staffing also understands the importance of compliance with federal and city regulations. Since our formation we have partnered with ICE/IMAGE to ensure we are meeting all US employment eligibility and identification requirements. Our staff is trained to properly complete I-9 forms and ensure that temporary employees present necessary documents when applying. In addition to the standard screening process, JG staffing will work closely with the City Glendale to understand all background requirements. Currently our standard background check consists of national terrorist database, sex offender database, local and national felony and misdemeanor database. We also conduct drug and alcohol screening and reference checks to verify information at time of hire.

We at JG staffing do not send out workers on a first come first serve basis. Our application process identifies past work experience of every perspective temporary employee allowing us to make sure that we are matching the right workers and abilities to the job requirements. In order to ensure we keep track of our worker database we use a state of the art system called tempworks. This system allows us to generate worker reports based on multiple criteria like apply date, skills, hours worked, location, etc. We at JG staffing understand the importance of having representation on site during the transition period, therefore not only will we have an onsite representative for first 30 days of contract, but we will also have a member of upper management on site 3 days a week during this period.

Understanding that last minute things arise we will ensure that MRF management has direct lines of communication with office staff and upper management.

Attached is a detailed plan of how JG Staffing plans to meet each of the specific requirements set forth by the City of Glendale for their MRF needs. We look forward to working with you and creating a lasting relationship.

1.13.1.2 Offerors shall submit a current copy of their initial orientation and follow up training on general safety policies and procedures related to the work environment to all temporary workers.

Please see below.

JG STAFFING INC

JG STAFFING AZ



APPLICANT INFORMATION

Last Name	First	M.I.	Date
Street Address		Apartment/Unit #	
City	State	ZIP	
Phone	E-mail Address		
Date Available	Social Security No.	Desired Salary	
Position Applied for			
Are you a citizen of the United States?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If no, are you authorized to work in the U.S.? YES <input type="checkbox"/> NO <input type="checkbox"/>
Have you ever worked for this company?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If so, when?
Have you ever been convicted of a felony?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If yes, explain

DATE OF BIRTH:

REFERENCES

Please list three professional references.

Full Name	Relation
Company	Phone
Address	
Full Name	Relation
Company	Phone
Address	

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge. If this application leads to employment, I understand that false or misleading information on my application or interview may result in my release.

IN SUBMITTING THIS APPLICATION FOR EMPLOYMENT, I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED HEREIN. IT IS UNDERSTOOD AND AGREED THAT ANY MISREPRESENTATION (INCLUDING OMISSION OF INFORMATION) BY ME ON THIS APPLICATION WILL BE SUFFICIENT CAUSE FOR CANCELLATION OF THIS APPLICATION. THIS APPLICATION WILL BE CONSIDERED AS CURRENT FOR A PERIOD OF 90 DAYS UPON COMPLETION OF IT. IF YOU WISH TO BE CONSIDERED FOR EMPLOYMENT AFTER THIS PERIOD, IT MAY BE NECESSARY FOR YOU TO RENEW YOUR APPLICATION IN PERSON.

Signature of Applicant: _____ DATE: _____

Staffing Rep: _____ DATE: _____

Proprietary Information

Previous Employment

Company: _____ Phone: _____
 Address: _____ Supervisor: _____

Job Title: _____ Starting Salary: \$ _____ Ending Salary: \$ _____

Responsibilities: _____

From: _____ To: _____ Reason for Leaving: _____

May we contact your previous supervisor for a reference? YES NO

Company: _____ Phone: _____
 Address: _____ Supervisor: _____

Job Title: _____ Starting Salary: \$ _____ Ending Salary: \$ _____

Responsibilities: _____

From: _____ To: _____ Reason for Leaving: _____

May we contact your previous supervisor for a reference? YES NO

Company: _____ Phone: _____
 Address: _____ Supervisor: _____

Job Title: _____ Starting Salary: \$ _____ Ending Salary: \$ _____

Responsibilities: _____

From: _____ To: _____ Reason for Leaving: _____

May we contact your previous supervisor for a reference? YES NO



DRUG AND/OR ALCOHOL TESTING CONSENT FORM

EMPLOYEE AGREEMENT AND CONSENT TO DRUG AND/OR ALCOHOL TESTING

I hereby agree, upon a request made under the drug/alcohol testing policy of JG STAFFING to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under company policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the Company and/or its company physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to the Company and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize the Company to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly-authorized Company officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

I will hold harmless the Company, its company physician, and any testing laboratory the Company might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other form of adverse job action that might arise as a result of the drug or alcohol test, even if a Company or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the Company, its company physician, and any testing laboratory the Company might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I UNDERSTAND THAT THE COMPANY WILL REQUIRE A DRUG SCREEN AND/OR ALCOHOL TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT, AND I AGREE TO SUBMIT TO ANY SUCH TEST.

Signature of Employee

Date

Employee's Name - Printed

Proprietary Information



AVAILABILITY POLICY

Name of Applicant: _____

All employees of JG Staffing Inc. and JG Staffing of Arizona are required to report their availability by phoning the office or in person. At the end of each job assignment, you must call in or sign-in to report availability every day before noon. Non-compliance with this availability policy is regarded as voluntary quit and you may be ineligible for unemployment benefits.

I understand I am not guaranteed a full-time or permanent position with JG Staffing, Inc. or the Company/Client.

Applicant Signature

Date

JG Staffing Rep.

Date

Proprietary Information

QUIT/WALK OFF JOB/NO SHOW ON 2ND DAY

I understand that I am in training, and the cost of training and equipment is high. If during my first day of work I choose to terminate my employment I will not receive pay.

The cost of training, paperwork and equipment normally would be deducted from my first paycheck since 1st day will not even cover those amounts I agree that I will not receive pay.

INITIALS _____

ZERO TOLERANCE POLICIES

NO CALL/NO SHOW - Clients who utilize JG Staffing's services have a zero tolerance program. THIS MEANS THAT IF YOU DO NOT CALL JG STAFFING PRIOR TO BEING ABSENT, LATE OR LEAVING YOUR JOB EARLY, REGARDLESS OF YOUR EXCUSE, YOUR JOB WILL BE TERMINATED **(YOU VOLUNTARILY QUIT AND YOUR LAST CHECK WILL BE PAID AT MINIMUM WAGE.)** Due to past cases of fraud, if you violate this policy, you may be subject to having your payroll check held for 30 days. Most employers do not tolerate UNEXCUSED absences or excessive tardiness. If this occurs, it is understood that **YOU VOLUNTARILY QUIT**.

FIGHTING - Individuals caught fighting on company premises will be immediately terminated.

THEFT - All items within this recycling facility are JG Staffing, Inc. and JG Staffing of Arizona property. Taking any items from this facility or from a fellow employee without permission is considered THEFT of property and will result in disciplinary action, up to and including TERMINATION.

INITIALS _____

Name of Applicant: _____

Applicant Signature: _____

Name of JG Staffing Rep: _____

Date: _____

Dress Code:

You are to dress appropriately and /or wear uniform required by the client, in which you are working for. You are to dress clean and presentable.

Please remember the objective for all employees is to present a professional appearance at all times, whether in casual or business attire. Please take the initiative to know what would be appropriate. Examples of clothing that would not be appropriate would be tank tops, spaghetti strap tops or dresses, mesh netting, sheer garments, cutoffs, and spandex. Facial piercing is not allowed. Please take in initiative to know what would be appropriate dress.

All personnel are required to wear the following personal protective equipment if hired on to one of our plants:

- **Hard Hat, Safety glasses, Safety gloves, Steel toed boots, Protective masks, and Welders' masks. When working at client site that requires you to wear this attire.**

Employees are **NOT PERMITTED** to wear shorts or sandals of any kind while working in the plant. Failure to comply with these safety standards will result in a written warning. After the third warning, we will assume that you no longer wanting to work for JG Staffing (i.e. You Voluntarily Quit). **NO EXCEPTIONS!**

All drivers including forklift drivers MUST comply with all of the above and other safety rules, including:

- Not to exceed speed limits posted.
- Wearing seat belts at all times.
- Not damaging Customer's property and/or equipment belonging to the company. This includes any third party customers or JG Staffing of which you will be held responsible for.

INITIALS _____

SAFETY EQUIPMENT:

- You are to wear any safety equipment provided to you at all times during work hours.
- You are to keep your safety equipment in good condition and if an initial set of safety equipment is needed, please request from supervisor.
- Safety glasses and gloves will be provided at no charge safety belt can be purchased from our office
- You will be responsible to pay for replacements of any equipment provided or purchased for JG Staffing if lost or misused.

This policy will be a zero tolerance. If you are caught not wearing your safety equipment during work hours, you would be giving a first and only written notice. If you are caught the 2nd time without wearing your safety equipment, JG Staffing will have the right to end your assignment with the company, and terminate you from our services.

INITIALS _____

Employee's Name - Printed

Signature of Employee

Date

WAGE DEDUCTION AUTHORIZATION AGREEMENT:

I understand and agree that my employer, JG Staffing, may deduct money from my pay from time to time for reasons that fall into the following categories:

1. Required safety equipment when I am hired and any loss of it.
2. Installment payments on loans, credits, or wages/advances given to me by the company including the value of merchandise that I purchased on my employee charge accounts, and if there is a balance remaining when I leave the company, the balance of such loans, credit, or advances..
3. If I receive an overpayment of wages for any reason, repayment to the company of such overpayments.
4. The cost to the Company of personal long distance calls that I may make on the Company's phones or on Company accounts, of personal faxes sent by me using Company equipment or company accounts, or inappropriate use of the internet or computers using our equipment or client equipment.
5. The cost of repairing or replacing any company supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from the company during my employment.
6. Administrative fees in connection with court-ordered garnishment or legally-required wage attachments of my pay, limited in extent to the amount or amount allowed under applicable laws.
7. If I take paid vacation or sick leave in advance of the date I will normally be entitled to or if I separate from the company before accruing time (to cover such advance leave), the value of such leave taking an advance that is not so covered.

I agree that the company may deduct money from my pay under the above circumstances, or if any of the above situations occur.

AGREEMENT TO PURCHASE PPE

If you are no longer working with our client through JG Staffing Inc., you must wash your safety equipment and return it within 3 days of last day worked. If it is past 3 days you will be charged for ALL Equipment. If you were issued a lock & key you will be charged \$20.00 for Lock/Key. (If some items are returned within the 3 days you will NOT be charged for those specific items.) Amount due for PPE will have to be paid before releasing any final check(s) or you must wait a maximum of 1 week to receive your final checks(s) for reprint so deductions can be made. *(Additional \$35.00 may be deducted for reprint)*

If you are no longer going to work for JG Staffing you must return PPE or it will be charged to you.

Prices are as follows:

\$2.80 Safety Glasses	\$10.80 Safety Vest	\$25.00 Sleeves
\$8.95 Hard Hat	\$25.00 Gloves	

Signature of Employee

Date

Employee's Name - Printed

GENERAL HARASSMENT POLICY

It is our policy to promote a productive work environment free of harassment. We expressly prohibit harassment based on race, color, religion, gender, national origin, age or disability. We WILL NOT tolerate:

- Verbal or physical harassment of any kind.
- Sexual harassment of any kind.
- Intimidating or offensive acts of any kind.
- Creating a threatening or hostile work environment.
- Unwanted or unwelcome harassment of any kind

PROCEDURE: If any employee feels he or she has been subjected to a demeaning work environment or is being harassed for sexual or other reasons, or is aware of such conduct in the workplace, he or she should immediately do one of the following so corrective action can be taken:

- If you are comfortable doing so, advise the person(s) doing the harassing that their behavior is offensive to you. Ask them to refrain from whatever they are doing or saying.
- If the harassment continues or if you are uncomfortable approaching the person doing the harassing, bring the matter to the immediate client supervisor and your Personnel Manager.
- If the immediate supervisor is part of the problem, or is aware of the problem and has not taken corrective action, then you should direct your complaint to your Human Resources at (623) 872-8200

INITIALS _____

ACCIDENT/INJURY PROCEDURE

If a **JG Staffing** employee is involved in an accident, the following procedures must be followed:

- The employee is to report it immediately to his/her supervisor.
- The employee is to notify **JG Staffing**.
- An Employer's Report of Industrial Injury must be completed.
- The Head Supervisor at the plant is to make a judgment call whether or not to send the employee to the nearest medical center.
- If the employee is sent, a drug and alcohol test will be performed immediately.
- If an accident is not reported immediately, **JG Staffing** and Associates will not be held liable.

(If an accident is not reported immediately, employee will be subject to disciplinary actions.)

INITIALS _____

POST ACCIDENT DRUG SCREENING POLICY:

It is our goal to maintain a drug free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1988, we have adopted the following policy:

JG Staffing requires that drug and/or alcohol testing occur whenever the safety of workers, customers or the general public is in question, when there is reasonably suspicious behavior, OR after any accident reported to employee's supervisor. Any positive, substituted or altered test may affect the outcome of the workers compensation claim. If your substance test results are positive, you will have to prove you were not under the influence at the time of the injury.

I _____, have received a notice from **JG Staffing** on ___/___/___ about the Post Accident Drug Screening Policy here at **JG Staffing**. I understand that should my post-accident drug test come back positive, it may affect the results of my Workers' Compensation Claim. I understand that as the law states, it will be my responsibility to prove that I was not under the influence of drugs or alcohol at the time of accident.

Signature of Employee

Date

POLICIES AND PROCEDURES

PLEASE SIGN BELOW YOU MAY HAVE A COPY OF THE LAST PAGE OR ANY PAGES INCLUDED IN THIS PACKET IF YOU WISH.

I _____, have read and understood all the
(Print full applicant name)
Policies and procedures of JG Staffing Inc. and JG Staffing of Arizona in this application packet.

Applicant Signature

Date

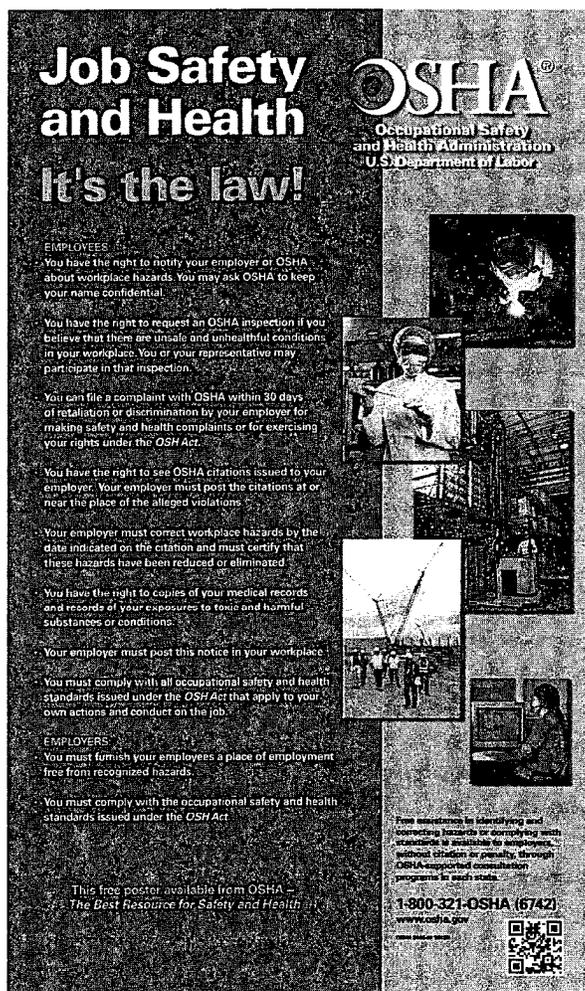
Interviewer

Date

Proprietary Information

1.13.1.3 Offerors shall submit documentation that their training is in compliance with OSHA

OSHA, Waste Management, City of Phoenix and Re-community have reviewed JG Staffing's training in an effort to meet and/or exceed the minimum OSHA requirement for Safety training in a MRF environment. We continue to work with our clients and OSHA in an effort to stay up to date in training mandates for the industry. In order to ensure we are compliant with safety OSHA training standards some of our staff has been OSHA 10 certified and one of our staff members is in the process of becoming an OSHA certified trainer. Our commitment to safety goes far beyond the classroom, we are committed to making sure our employees return home safe to their families everyday. We also encourage all of our facilities to post a Job Safety and Health poster in the employees break room to remind employees and employers to stay safe.



Job Safety and Health
It's the law!

OSHA
Occupational Safety and Health Administration
U.S. Department of Labor

EMPLOYEES

- You have the right to notify your employer or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in that inspection.
- You can file a complaint with OSHA within 30 days of retaliation or discrimination by your employer for making safety and health complaints or for exercising your rights under the OSH Act.
- You have the right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violations.
- Your employer must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.
- You must comply with all occupational safety and health standards issued under the OSH Act that apply to your own actions and conduct on the job.

EMPLOYERS

- You must furnish your employees a place of employment free from recognized hazards.
- You must comply with the occupational safety and health standards issued under the OSH Act.

This free poster available from OSHA -
The Best Resource for Safety and Health

Free resources to identify and correct hazards or develop new controls are available to employers, without citation or penalty, through OSHA-supported consultation programs in each state.

1-800-321-OSHA (6742)
www.osha.gov



1.13.1.4 Offerors shall submit a copy of the safety training plan and training manual for temporary workers.

Please see below.



1. Lockout/Tagout Equipment
2. Follow Bloodborne Pathogens Procedures
3. Do Not Walk on Conveyors
4. Wear Seat Belts
5. Prevent Fires – No Smoking, Use Hot Work Permits
6. Report Incidents Immediately
7. Never Modify or Disable Safety Devices
8. Follow Traffic Control Plan (Tipping Floor Policy)

1. Lockout/Tagout Equipment

Any machine being serviced or maintained must be locked out/tagged out. Follow each machine's equipment specific lockout/tagout procedure.

2. Follow Bloodborne Pathogens Procedures

Immediately stop operations when medical waste or sharps, i.e., needles, etc. are found. Notify site management, and other workers in the area, that medical waste has been observed. Only designated personnel, who have been specially trained in bloodborne pathogens spill response and clean-up procedures may clean-up the medical waste.

3. Do Not Walk on Conveyors

Walking, standing, crossing over, or otherwise being on a conveyor at any time is strictly prohibited unless that person has applied their LOTO.

4. Wear Seat Belts

Drivers, and all passengers in vehicles, must wear a seat belt at all times when the vehicle is in motion. Heavy equipment and forklift operators must wear a seat belt at all times when the equipment is in motion or when the bucket, forks, arms or other devices are raised.

5. Prevent Fires – No Smoking, Use Hot Work Permits

Smoking is prohibited, except in designated areas. Hot work permits must be obtained whenever heat, spark, or fire producing activities are being performed.

6. Report Incidents Immediately

All near misses, incidents and/or injuries to employees, contractors or the public must be reported to site management as soon as possible if they occur:

- On Company property
- As a result of Company equipment
- As a result of a Company employees actions

7. Never Modify or Disable Safety Devices

Never modify, bypass or disable safety devices, which include emergency stops, machine guards, interlocks, etc.

8. Follow Traffic Control Plan (Tipping Floor Policy)

All personnel must follow the sites traffic control plan.

- Maintain proper spacing of personnel on the tipping floor/area from heavy equipment and vehicles.
 - Operators and drivers must remain within 6 feet of their vehicles at all times.
 - Personnel must remain at least 15 feet away from unguarded pits.
 - Heavy equipment operators must remain 15 feet away from personnel and other equipment or vehicles.
- The general public traffic must be separated from the commercial traffic with barriers or spatial separation.
- Personnel must provide clear communications and instructions to vehicle operators
- Traffic directors must remain in designated safe zones.
- Personnel must promptly shut down the tipping floor/area and correct situations if the area becomes unsafe.

The minimum vehicle spacing requirements must be maintained.

- Full Eject and Private Vehicles 10 feet/3 meters
- Tilt Frame/Partial Eject Vehicles 15 feet/5 meters
- End Dump/Frameless Trailers Length of trailer + 10 feet/3 meters

Acknowledgement of Training/Instruction Received

I _____, have received instruction relative to working at the City of Glendale Material Recovery Facility (MRF), (the Company) regarding Conveyor Safety in the plant. **I understand that under no circumstance is anyone to walk on a conveyor. I further understand that only after being shut down and proper Lockout/Tagout has been applied, by an Authorized person, may anyone stand on, cross over, or otherwise be on a conveyor or access a conveyor for any purpose. I also understand that violation of this policy may subject me to immediate termination.**

I have had the opportunity to ask questions and receive answers of the contents of the safety training presented by this facility. I understand the training I have received and agree to abide by the standards presented therein.

(Trainer's Signature)

(Employee's Signature)

(Trainer's Position)

(Employee's Position)

Employee Social Security No. (Last Four)

Date: _____

HANDOUT FOR VOLUNTARY USERS

APPENDIX D TO SEC. 1910.134 (MANDATORY) INFORMATION FOR EMPLOYEES USING RESPIRATORS WHEN NOT REQUIRED UNDER THE STANDARD

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

1. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.
2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.
4. Keep track of your respirator so that you do not mistakenly use someone else's respirator.

I have read and understand the above **Handout for Voluntary Users of Respirators** information sheet. I agree to comply with the information contained in this information sheet.

Employee/Worker Name (Printed)

Signature of employee/worker

Date

4

Initials _____

MRF Golden Rules

JG Staffing Inc. has certain safety procedures that are considered "Golden Rules." These Golden Rules are considered imperative to the overall safety of the employees at the facility. Violations of these (or similar) types of policies and procedures can lead to termination, even for the first offense.

- Lockout / Tagout Equipment
- Follow Blood borne Pathogens Procedures
- Do Not Walk on Conveyors
- Wear Seat Belts
- Prevent Fires - No Smoking, Hot Work Permits
- Report Incidents
- Never Modify or Disable Safety Devices
- Follow *Traffic* Control Plan (Tipping Floor Policy)

I have received training on the above Golden Rules and acknowledge my understanding of these critical safety procedures and my responsibility to remain in compliance, at all times, with these rules.

Print Employee Name

Employee Signature

Date: _____

**Focus on Integrity
Code of Conduct
Safety Training
Responsibility Statement**

I acknowledge that I am not a City of Glendale employee but have been made aware of the City of Glendale's Code of Conduct. I understand it and accept my obligation and responsibility for maintaining The City of Glendale's reputation for integrity. I acknowledge that I understand the safety training I have received and that it is my responsibility to wear all safety equipment as required and to comply with all applicable safety training, rules, and regulations.

Name (PRINT) _____
Signature _____
Date _____
Position _____

Proprietary Information

**JG Staffing Inc. Recycling - MRF's
Orientation Training Checklist**

Name _____ SSN _____ Last 4 only _____
 Location City of Glendale MRF Position _____

Safety Orientation Training Topics (MUST BE COMPLETED PRIOR TO PERFORMING ANY JOB DUTIES)

<u>Training Topic</u>	<u>Initials</u>	<u>Training Topic</u>	<u>Initials</u>
Orientation DVD	_____	Safe Work Procedures:	
The Golden Rules:		Cold Stress	_____
LOTO (Affected Awareness)	_____	Heat Stress	_____
Bloodborne Pathogens	_____	Electrical Safety	_____
Conveyor Safety (Acknowledgement)	_____	Hand Safety	_____
Seat Belt Use	_____	Walking/Working Surface/Ladder Safety	_____
Fire Prevention/Fire Extinguisher	_____	Housekeeping	_____
Accident and Injury Reporting	_____	Safe Lifting (Lifting/Pushing/Pulling)	_____
Safety Devices/Machine Guarding	_____	Ergonomics	_____
Tipping Floor/Pedestrian Control	_____	Safety Briefings	_____
Golden Rules Acknowledgement	_____	Emergency Stops	_____
OSHA Programs:		Administrative/Miscellaneous:	
Confined Spaces	_____	Access to Exposure and Medical Records	_____
PPE/Visibility/Puncture Prevention	_____	Drugs and Alcohol	_____
Hearing Conservation	_____	First Aid Awareness	_____
Fall Protection	_____	IIPP-Safety Program	_____
Hazard Communication (MSDSs)	_____	Signage	_____
Respiratory Protection (Dust Mask)	_____		
Emergency Management Plan	_____		

Environmental Protection Orientation Training

Site Generated Wastes _____ Stormwater/Spill Prevention _____

Job / Location Specific Training (IF APPLICABLE)

<u>Training Topic</u>	<u>Initials</u>	<u>Training Topic</u>	<u>Initials</u>
Mobile Equipment:		Baler Operations:	
Pre/Post Trip Inspection	_____	Bale Stacking Policy	_____
Safe Equipment Operations	_____	Baler/Wire Tie Operations and	
Equipment Maintenance	_____	Inspection	_____
Forklift/PIT Certification*	_____	Daily Equipment Inspections	_____
Trailer Loading and Securing	_____		
Maintenance Personnel:		LOTO(Authorized Personnel):	
Hot Work (Weld/Cut/Braze)	_____	Modules 1/2 (Authorized)	_____
Compressed Gases	_____	Demo Backs*	_____
Electrical Arc Flash Awareness	_____	First Aid Responder*	
Hand/Portable Power Tools	_____	First-Aid, CPR, and AED	_____
Fall Arrest Systems	_____		

Position Specific Observation (within 3 days of hire) _____

Note: Items with "" require additional paperwork.*

I have received instruction and hands on demonstration in the above topics. I have had the opportunity to ask questions and receive answers on the contents of this training from the individual(s) listed below. I have operated the equipment under supervision and now have the skills and knowledge to assume unsupervised operation, if applicable. I understand I can contact my supervisor should I have additional questions or require more information to properly apply the principles presented in this material. I agree to abide by the operation and safety standards addressed in the training.

Worker Signature _____ Date _____

7 Initials _____

1.13.1.5 Offerors must demonstrate that they comply with State of Arizona E-Verify and federal I-9 regulations for each of their employees sent to the City under this Contract.

Since our formation we have partnered with ICE/IMAGE to ensure we are meeting all US employment eligibility and identification requirements. Our staff is trained to properly complete I-9 forms and ensure temporary employees present necessary documents when applying.

E-Verify
Employment Eligibility Verification

Welcome
Jeff Griffin

User ID
JGR12052

Last Login
02:43 PM - 09/08/2014

Log Out

Click any ? for help

Home

My Cases

- New Case
- View Cases
- Search Cases

My Profile

- Edit Profile
- Change Password
- Change Security Questions

My Company

- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account

My Reports

- View Reports

My Resources

- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name: Jg Staffing Inc. [View / Edit](#)

Company ID Number: 30637

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 9014 W. Thomas Rd

Address 2:

City: Phoenix

State: AZ

Zip Code: 85037

County: MARICOPA

Mailing Address:

Address 1: P.O. Box 7404

Address 2:

City: Surprise

State: AZ

Zip Code: 85379

Additional Information:

Employer Identification Number: 201936759

Total Number of Employees: 5 to 9

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

1.13.1.6 Offerors shall describe how they perform background checks on their employees to be sent to the city.

JG Staffing currently uses American Databank as our background investigation company. Each potential employee that will be sent to the City of Glendale will undergo background checks that will consist of a search of criminal courthouses including at the county and federal level, sex offender registries, as well as

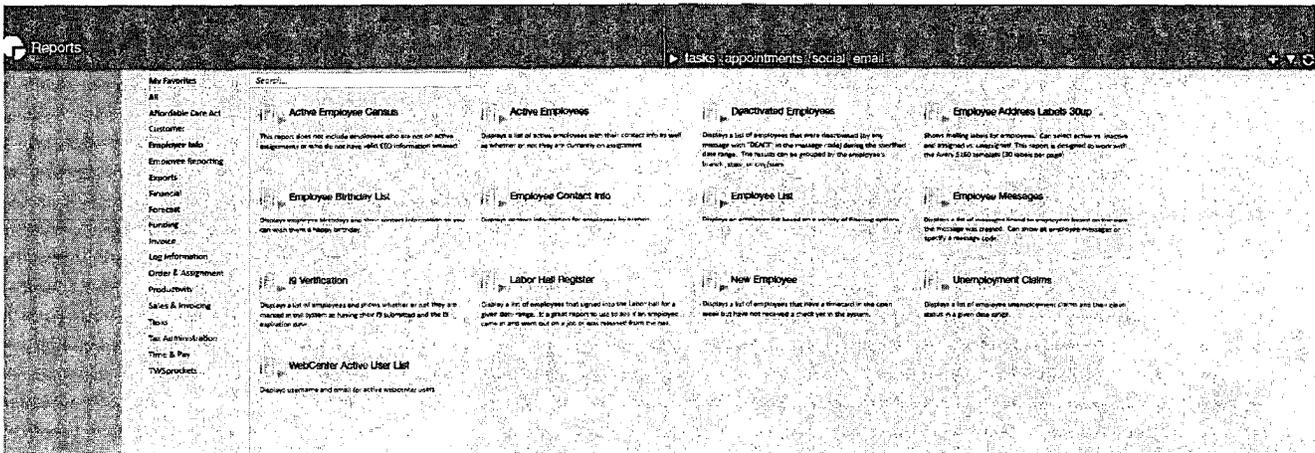
verification of employment history and education. In the event the city requires additional background information for specific positions, searches will be performed in driving records and/or additional databases. In addition to the American Databank background check, JG Staffing will perform individual searches in the FBI terrorist database for all employees going to the city's MRF.

1.13.1.7 Offerors shall provide a description of how they fulfill all stipulations under the Federal Motor Carrier Safety Act (FMSCA) for all positions requiring a Commercial Driver's License.

JG Staffing Inc. will not be proving drivers.

1.13.1.8 Offerors shall provide examples of their current computer generated employee tracking reports to the City.

In order to ensure we keep track of our worker database we use a state of the art system called tempworks. This system allows us to generate worker reports based on multiple criteria like apply date, skills, hours worked, location, etc.



Active Employees/City of Glendale

Temp_Einc83

Active employees in the following selected branches: "Phoenix - Temp"



Last	First	Middle	Phone	Start Date	Pay \$8.05	Pay \$8.30	Pay \$8.40	Pay \$8.55
Phoenix - Temp								
Valencia	Jorge	Esteban	3304377235	11/12/14		X		
Abarca	Marcos		9288177039	11/12/14			X	
Abdalahi	Mohamed	M	6026219360	11/12/14				
Abdella	Ali		6025075917	11/14/14		X	X	
Aboyte	Juana	M	6022679576	11/14/14	X			
Abril	Nadia		6024465061	11/15/14	X			
Abundis	Gloria		6233403433	11/15/14	X			
Acosta	Jesus	F		11/16/14			X	
Acosta	Jorge		6026435286	11/18/14				
Acosta	Larry		6232613505	11/18/14	X			
Acosta	Obet		6232582183	11/20/14	X			X
Acosta	Sherina	M	6028825340	11/20/14				X
Acuna	Francisco	A	4806262379	11/20/14	X			
Adams	Jason		4326612840	11/20/14	X			
Adison	Ryan		6239361651	11/20/14	X			
Agapito	Elias		6233022208	11/20/14			X	
Aguilar	Blanca		9288143381	11/22/14			X	
Aguilar	Fernando		6024656367	11/22/14			X	
Aguilar	Jesus		6022739299	11/22/14	X			
Aguilar	Jesus	M	6233021557	11/22/14	X			
Aguilar	Jorge		4803278920	11/22/14	X			

1.13.2 ABILITY TO PROVIDE SERVICE (RESOURCES)

1.13.2.1 Offerors should provide his company's profile that details his firm's history, business philosophy, management, operations, locations, number of employees, number of accounts, years of experience and other pertinent details.



General Business Information

- JG Staffing Inc.
- 9014 W. Thomas Rd Suite 107 Phoenix, AZ 85037
- 623-872-8200
- www.jgstaffinginc.com
- BBB A+ Certified



JG Staffing History

JG Staffing is a local minority owned and operated company founded in 2004. The owner has been in the staffing industry since 1990. The staff has over 50 years of Staffing, HR, Risk Management, and Recruiting. JG Staffing is a full service staffing and contract employee company. JG Staffing Inc. provides human resource solutions to companies with the need to react to their markets, without the burden of managing the human resource functions.

JG Staffing provides all levels of Human Resource Management resulting in an honest, mutually beneficial working relationship with our clients. JG Staffing partners with each client to provide on-site personnel when needed and a customized level of Human Resource Management based on client needs.

JG Staffing manages recruiting, screening, testing, hiring, firing, workers compensation, unemployment and payroll processing at any level of involvement desired by the client. Outsourcing these processes produces tremendous benefits to the client. Relieved of the human resource function, the primary benefit for our clients is the ability to concentrate on their business. JG Staffing's goal is to provide the human resource services that will make our clients successful.

Our Business Philosophy

Your company depends on employees. Employees make your products and deliver services to your customers. A solid foundation of employees is what makes a business grow hiring the right employees, effectively managing these employees and their associated cost will help making your business a success! We are the partners you can depend on, small or large, easy or complicated, to help manage your employees.

Meet our management team

Jeff Griffin CEO – 25 years in the staffing business, Risk Management, OSHA, compliance.

Michele Griffin- VP/HR – 28 Years in HR laws and compliance.

William Teal - VP of Sales and Marketing 7 years staffing experience, client relations.

Esperanza Garcia - Branch Manager 15 years staffing experience recruiting, payroll, PPE, client relations.

Operations

- **TEMPORARY STAFFING** - Special projects, peak projects, and extra employees
- **TEMPORARY to HIRE** - Try before you buy, help reduce bad choices and save time and money
- **DIRECT HIRE** - Pre-screened employees reduce costs
- **ON-SITE ADMINISTRATION** - For high volume, high turnover, or time prohibitive human resource functions, we can provide an on-site manager who will manage your day-to-day human resource operations for your JG Staffing Inc. workforce.
- **CARVE OUT OR FULL CONTRACT EMPLOYEES** - We are a company that contractually assumes and manages critical human resource and personnel responsibilities and employer risks for small to large businesses by

establishing and maintaining an employment relationship with your current employees.

Business Capacity

Human Resources

- National

1.13.2.2 Offerors shall provide a verifiable estimate of their current general worker labor pool.

JG Staffing has over 5,000 contract employees available for the city of Glendale. We have tempworks software that keeps track of every employee that works at the city. This is available upon request if needed.

1.13.2.3 Offerors should show a history of demonstrated competence in providing staffing services.

The CEO of JG Staffing started in the staffing industry in 1992, working for a larger company providing temporary labor. During this time he acquired various skills including interviewing, sourcing, and recruiting for various jobs needed by the clients. After working his way up in the company to Vice-President of sales, he left to help start a new company, which he grew from \$2,000 to 50 million in sales.

The COO, Michele Griffin, has been working in payroll and Human resources since 1984. She has experience in direct hiring and recruiting and is knowledgeable in business finance. She has a degree in information processing and is familiar with state laws and compliance in sexual harassment and other workplace regulations.

William Teal, VP of sales has been in the safety and staffing industry since 2007. He has been responsible for providing leadership to branch teams and for safety development and has been OSHA 10 certified. He has experience in analyzing sales results and trends to maximize sales and has a history of high level of customer service with clients and employees. He also has experience in recruiting and training.

Our branch manager, Esperanza Garcia, has been in the staffing industry since 2000. She has experience in working onsite with clients, hiring and firing of staff, and coaching/counseling of contract employees. She has managed the PPE for employees at worksites and does safety walks. She also handles part of our payroll and has worked with the city of Glendale in the past.

Jessica Vasquez is our recruiter and has been in the staffing industry since 2013. She has been responsible for the recruiting of staff, onsite support, and safety walks. She has a degree in business management and has worked with payroll and in customer service.

Kayla Waite has been our Recruiting Specialist since 2009 and along with recruiting she has been working with our payroll department getting accurate hours, invoicing clients, and coaching staff.

1.13.4 EXPERIENCE AND REFERENCES

1.13.4.1 Offerors shall provide a narrative of the Offeror's experience providing similar services to a public entity during the past three years.

JG Staffing Inc. specializes in servicing MRF facilities nationwide. JG Staffing Inc. has been servicing this field since 1997. Starting with a company called USA Crank, they specialized in recycling single stream cardboard boxes and plastics for the City of Phoenix. Waste Management (WM) bought out the company and we have been working with WM statewide ever since. We have been providing sorters, forklift operators and implementing our safety program on all of their material recycling facilities. In 2000 we started to work with ABITIBI Recycling in AZ and TX providing the staff for the MRF's until 2009 when they filed for chapter 13. Currently we are working with City of Phoenix providing scale house workers and flaggers for the recycling trucks with materials.

JG Staffing Inc. is a minority owned company with 25 years of experience in the staffing industry. We are currently working with several recycling and manufacturing companies in the valley and out of state, such as Re-community and City of Phoenix. These companies are leaders in the recycling manufacturing business and we are proud to say we have provided excellent service and have formed long-term partnerships with them. Currently JG Staffing is working with Waste Management all over the U.S. We have onsite managers handling the day-to-day operations and recruiting of employees such as sorters, bailer operators, forklift operators and line leads etc.

We at JG Staffing feel that the safety of our employees is also a top priority along with customer service. We ensure our safety program, which includes safety meetings, orientations and PPE requirements, is enforced at all worksites. We also work with Risk Solutions, a 24-hour nurse line that works with the employees in case of an injury. This risk management team will be available to the City of Glendale.

* We have been working the Recycling and manufacturing field since 1997 and understand the needs that the City of Glendale requires as outlined in this RFP.

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

JG Staffing References

To Whom It May Concern:

JG Staffing has been my Temporary Labor Provider vendor of choice since 2010. As a Recycling Director, I recommended that all recycling plants in the Texas/Oklahoma market area use JG for their temporary labor needs. As a Plant Manager at Houston Westside MRF, I requested that JG take over as the temporary labor provider within days of my arrival on the job. JG provides excellent on site services and handles all situations that arise with utmost professionalism. I will continue to recommend JG Staffing for any facility that requires temporary labor.

Stephen M. Hasley

MRF Manager IV, Houston Westside

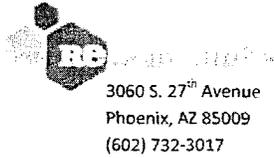
shasley@wm.com

Waste Management

1200 Brittmoore Rd.

Houston, TX 77043

Tel. 832-667-9434



3060 S. 27th Avenue
Phoenix, AZ 85009
(602) 732-3017

Date: 12/01/2014
To: Whom it may concern
From: Anna Murillo
Site Manager for ReCommunity
Subject: JG Staffing

I, Anna Murillo, site manager for ReCommunity, have had the opportunity to work with JG staffing, for my staffing needs since 2010. I use JG Staffing exclusively for my staffing needs because JG is reliable and dependable. If any issues arise, JG has helped resolved issues promptly, effectively, and professionally.

Not only has JG staffing helped with staffing needs, but they have also helped assist with safety; ensure the employees understand the importance of wearing safety gear and enforce our safety procedures.

If you have any questions or need further information, I may be reached at 602-501-2055, or at anna.murillo@recommunity.com.

Cordially,

A handwritten signature in black ink, appearing to read 'Anna M.' followed by a flourish.

Anna Murillo

Site Manager

Sherri Smith
City Of Phoenix
3060 S. 27th Avenue
Phoenix, Az 85009

December 3, 2014

To Whom It May Concern:

In regard to JG Staffing,

I am writing to inform you of the outstanding job the employees JG Staffing has provided in placing temporary staff for our facility.

I work closely with all the office staff at JG Staffing and I can honestly say that they provide quick and efficient customer service whenever I call. Whether it is a need for a replacement employee or for an invoice issue, the staff is available and willing to assist.

I have known Jeff Griffin for many years, long before we used his company for our temporary staffing needs. Jeff is a wonderful and caring person and this shows in how he runs his business.

Thank you for your time.

Sherri Smith
City Of Phoenix
Solid Waste Disposal
sherri.smith@phoenix.gov
602-534-6658
602-534-9872 (fax)



BEST AND FINAL OFFER

The evaluation committee evaluated all the proposals and has decided to proceed with the Best and Final Offer (BAFO) on the **Temporary Workers for Recycling Facility, Landfill and Public Works Department RFP**. The BAFO will be evaluated as an adjustment to the scores already received by Offerors on their original proposal response. If an Offeror does not submit a Best and Final Offer, its previous offer will be considered as its Best and Final Offer.

The City of Glendale ("City") is requesting that Offerors provide (no later than the date and time indicated) a response to the following request. These requests will amend the Offeror's initial proposal and will become part of the BAFO.

1. The City of Glendale requires unit pricing for Customer Service Representative as per RFP Specifications 1.11. Offerors shall provide unit pricing for Customer Service Representative as per BAFO Price Sheet Item No. 4.1.11 below.
2. Offerors shall provide their **BEST AND FINAL OFFER and most competitive price** in the Price Sheet below.



SOLICITATION NUMBER:

RFP 15-17

DESCRIPTION:

**Temporary Workers for Recycling Facility, Landfill
and Public Works Department**

DUE DATE AND TIME:

April 14, 2015 at 5:00 PM (Local Time)

Best and Final Offers must be submitted via email. Please submit your response to: Elmer Garcia at egarcial@glendaleaz.com.

Failure to provide this information within the stated time period may result in your proposal being deemed non-responsive, therefore, not considered for award.

BEST AND FINAL OFFEROR INFORMATION:

 Authorized Signature	JG Staffing AZ Company's Legal Name
Jeff Griffin Printed Name	9014 W. Thomas Rd Suite 107 Address
Sales Manager Title	Phoenix AZ 85037 City, State & Zip Code
623-872-8200 Telephone Number	623-266-3625 FAX Number
4/7/2014 Date	jgriffin@jgstaffinginc.com E-mail Address



4.2	Administrative/Overhead Fee	<u>34</u> %
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4.3 **DISCOUNT/PAYMENT TERMS:** The City standard is 2% 20 days.

Comply: YES NO

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

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



4.1 PRICE

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

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

ITEM NO.	JOB DESCRIPTION	ANNUAL HOURS (A)	UNIT PRICE (B)	TOTAL PRICE (A X B)
4.1.1	Line Sorter	54,080	\$ 10.79 /Hour	\$ 583,523.2
4.1.2	Line Leads	6,240	\$ 10.79 /Hour	\$ 67,329.6
4.1.3	Forklift Operator	4,160	\$ 10.79 /Hour	\$44,886.4
4.1.4	General Equipment Operator – Sanitation	2,080	\$ _____ /Hour	\$ _____
4.1.5	Vehicle/Equipment Mechanic – Sanitation Road Repair	2,080	\$ _____ /Hour	\$ _____
4.1.6	Cashier – Scale House Landfill	2,080	\$ 14.19/Hour	\$ 29,515.2
4.1.7	Accounting Person	2,080	\$ 18.06/Hour	\$ 37,564.8
4.1.8	General Laborer – Landfill	2,080	\$ 10.79 /Hour	\$ 22,443.2
4.1.9	Heavy Equipment Operator-Landfill	2,080	\$ _____ /Hour	\$ _____
4.1.10	Groundskeeper/Service Worker I – Public Works	2,080	\$ 12.09/Hour	\$ 25,147.2
4.1.11	Customer Service Representative	2080	\$ 18.82 /Hour	\$ 39,145.6
GRAND TOTAL (Items 4.1.1 through 4.1.11)				\$ 849,564.2

EXHIBIT B

Temporary Workers for Recycling Facility, Landfill & Public Works COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be Hourly Rate plus reimbursable expenses for Contractor. Documentation including weekly time sheets and invoices must be included with each Payment Application.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$875,153 per fiscal year, or a maximum of \$4,375,765 if the City exercises all renewal options contemplated in Section 13 (Term) of this agreement.

DETAILED PROJECT COMPENSATION

Line Sorter - \$11.46 per hour

Line Lead - \$13.13 per hour

Forklift Operator - \$13.13 per hour

General Laborer/Landfill - \$11.46 per hour

Grounds Keeper/Service Worker 1 - \$13.74 per hour

Customer Assistance Representative - \$20.56 per hour

JG Staffing

RFP 15-17

Line Item	4.1.1	4.1.2	4.1.3	4.1.8	4.1.10	4.1.11
Line Sorter		Line Lead	Forklift	General Labor	Grounds Keeper	Customer Assit.
Max \$ per hr.	\$8.55	\$9.80	\$9.80	\$8.55	\$10.25	\$15.34

% Mark-up	34%	34%	34%	34%	34%	34%
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\$ Mark-up	\$2.91	\$3.33	\$3.33	\$2.91	\$3.49	\$5.22
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Billable Rate	\$11.46	\$13.13	\$13.13	\$11.46	\$13.74	\$20.56
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# Temps	26	3	2	2	1	1
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Hours per Wk.	40	40	40	40	40	40
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Hour Annually	54,080	6,240	4,160	4,160	2,080	2,080
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Annual Exp.	\$619,594.56	\$81,943.68	\$54,629.12	\$47,661.12	\$28,568.80	\$42,755.65
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Total	\$875,152.93					
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EXHIBIT C

Temporary Workers for Recycling Facility, Landfill & Public Works

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

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

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.