



**CITY OF PHOENIX
Human Resources Department**

REQUEST FOR QUALIFICATIONS (RFQ)

**RECRUITING AND CONSULTING SERVICES
RFQ #EMS 15-02**

DEADLINE FOR RECEIVING STATEMENT OF QUALIFICATIONS

**Friday, February 20th, 2015
by 3:00 p.m. Local Arizona Time**

**ATTN: Rhonda Wilson, Deputy Human Resources Director
City of Phoenix, Human Resources Department
Employment Services Division
135 North 2nd Avenue, 2nd Floor
Phoenix, AZ 85003**

CONTACT PERSON

**Rhonda Wilson, Deputy Human Resources Director
City of Phoenix, Human Resources Department
Employment Services Division
135 North 2nd Avenue, 2nd Floor
Phoenix, AZ 85003
rhonda.wilson@phoenix.gov
Phone 602-262-6270
Fax 602-495-5498
TTY 602-261-8687**

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SECTION I – BACKGROUND

The City of Phoenix (“City”), Human Resources Department, is inviting qualified Offerors to submit a written Request for Qualification (RFQ) response outlining the Offeror’s qualifications with respect to conducting search/recruitments/placements and referring highly qualified candidates to the City to be considered for executive, middle manager, and/or other vacancies as needed.

The Human Resources Department will establish a Qualified Vendor List (“QVL”) from this process. This QVL will then be used to solicit proposals from qualified consultants to conduct recruiting services on behalf of the City of Phoenix on an as needed basis. The QVL will be effective for a period of three (3) years from the date the QVL is established. Any selected consultant(s) will be required to enter into an Agreement with the City for specific recruiting and consulting services at the time the services are requested by the City. The selected consultant(s) will then work with City staff to initiate the recruitment process, establish ideal candidate criteria, conduct outreach to potential candidates, determine time schedules, and other related processes.

SECTION II – SOLICITATION TRANSPARENCY POLICY

Beginning on the date the solicitation is issued and until the date the contract/agreement is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for Recruiting and Consulting Services, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offeror) will refrain, from any direct or indirect contact with any person (other than the designated contracting officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through Rhonda Wilson, conducted in person at 200 West Washington, Phoenix, Arizona 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offeror, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the

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City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective proposers.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.**

SECTION III – RFQ RESPONSE INFORMATION

1. RFQ Response Submittal

- a. Submittals shall be received no later than **3:00 p.m., Friday, February 20, 2015**, at the following location: City of Phoenix, Attention: Rhonda Wilson, Deputy Human Resources Director, Human Resources Department, Employment Services Division, 135 N. 2nd Avenue, 2nd Floor, Phoenix, Arizona, 85003.
- b. Offeror must submit an original and (3) three copies of the RFQ response.

2. Scope of Work

The City desires to engage a qualified consultant(s), when needed, to conduct searches to fill executive, middle manager, or other positions. The search should be comprehensive and identify a pool of highly qualified and diverse candidates that meet the City's hiring specifications and requirements (such as salary, work experience, education, relocation interest, and public sector orientation). The consulting services will include:

- a. Local, national, and regional searches;
- b. Targeted industry, regional, corporate, governmental, and similar organizational structure searches;
- c. Outreach to women and minority groups;
- d. Screening, interviewing, and responding to applicants;
- e. Experience and education verification; and,
- f. Background and reference checks.

A consulting firm or individual may qualify to provide services in any or all of these areas. Responses from specialized firms or individuals are encouraged. The selected consulting firm(s) or individual(s) will be responsible for those items outlined in a-f above, as well as:

- g. Working with the City's Human Resources Department to develop interview questions and other related materials;

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- h. Identifying the form of government environment in which candidates have experience working in (i.e., Council/Manager form of government);
- i. Working with the City's Human Resources Department to identify genuinely interested, qualified candidates;
- j. Obtaining all necessary documentation to be given to the Human Resource Department staff (i.e., application materials, resumes, etc);
- k. Creating recruitment marketing material; and,
- l. Consulting with the City's Human Resources Department to establish consistent, ethical, and confidential interview procedures

3. Special Requirements

- a. In order for an RFQ response to be considered, the Offeror shall comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Any questions in regard to these requirements shall be directed to the Equal Opportunity Department, (602) 262-6790.
- b. The City of Phoenix, Human Resources Department, is committed to utilizing qualified Small and/or Disadvantaged Business Enterprise (S/DBE) firms for professional services contracts.

4. Qualification Criteria

The Offeror's Statement of Qualifications shall relate specifically to the following items, listed in general order of importance, for evaluation and selection purposes:

- Middle Manager and Executive recruitment experience
- Government/Municipal recruitment experience
- Targeted/Specialized recruitment experience and outreach efforts
- Fees and expenses
- Placement Guarantee
- Average Length of recruitments
- Ability to handle multiple recruitments

RFQ responses should be concise, well organized and ordered according to the requested information, clearly written, and limited to a one-page cover letter plus a maximum length of fifteen (15) pages to address the selection criteria, excluding resumes. Resumes for key personnel will be limited to two pages per person and should be attached as an appendix to the RFQ Response.

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5. Content of RFQ Response:

The Offeror's response shall include the following:

- a. The ownership of the firm;
- b. The name(s) of responsible individual(s) who will be assigned to provide the services. The depth and nature of their educational background and experience as it relates to the scope of this project should also be included;
- c. The certifications or special qualifications of the individual(s) assigned;
- d. A list of services provided by the individual(s) in the past three years, including recent searches, target market, length of recruitment, and outcomes;
- e. References, including those from current and former clients;
- f. Ability to handle multiple recruitments;
- g. Placement guarantee;
- h. Description of how the work would be performed;
- i. Hourly or daily rates, where appropriate, and any other applicable price/cost information; and,
- j. Offeror's average time frame for completion of the work; and,
- k. Documentation of the Offeror's commitment to Equal Opportunity Employment.

SECTION IV – SOLICITATION PROCESS AND PROCEDURES

1. Evaluation and Selection

- a. After evaluating all submissions, the City may ask some or all of the firms that submitted a response to participate in interviews. Upon completion of the evaluation process, the City may assign a detailed scope of work to the selected candidate and negotiate fees for services.
- b. RFQ responses should be concise, well-organized according to the requested information, clearly written and limited to no more than fifteen (15) pages including resumes. The review process places considerable emphasis on the responsiveness of the RFQ response to the requirements outlined above. RFQ responses that are not written specifically in response to this request cannot receive serious consideration.
- c. All RFQ responses will be evaluated on the basis of the criteria listed above in the Qualifications Section of this RFQ. All firms that provide an RFQ response will be notified when a selection is made.
- d. The firms under consideration for this RFQ will be evaluated by an evaluation committee. The City reserves the right to request supplemental information that the Evaluation Committee deems necessary to make a selection. The Committee may be supplemented by outside professionals or professionals

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from other City departments who can provide additional expertise.

2. Offeror(s) Incurred Costs

Each Offeror will be responsible for all costs incurred in or preparing for a response to this RFQ. All materials and documents submitted by the Offeror in response to this RFQ or any additional requests for materials and documents made by the City for evaluation pursuant to this RFQ will become the property of the City and will not be returned. The selected Offerors shall be responsible for all costs incurred by it during negotiations.

3. Agreement

- a. The City will require the selected Offeror to participate in negotiations and to submit such cost, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this RFQ.
- b. The language contained in this RFQ and the Offeror's statement of qualifications will form the basis of any resulting Contract. However, this RFQ does not commit the City to enter into a Contract, to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure a contract for the project(s).

4. Reservation of Rights by City

- a. The City is not obligated to accept any submittal or to negotiate with any Offeror. The City reserves the right to accept submittals which are deemed most favorable and in the best interests of the City after all submittals have been examined and canvassed, to reject any or all submittals, and to be the sole judge of the best offeror suited for the City.
- b. The issuance of this RFQ and the acceptance of an RFQ response do not constitute an agreement by the City that any contract shall actually be entered into by the City. The City expressly reserves the right to:
 - 1. Waive any immaterial defect or informality in any RFQ response or proposal procedure.
 - 2. Reject any or all RFQ responses.
 - 3. Reissue a RFQ.
 - 4. Procure any service by any other means.
 - 5. Request additional information and data from any or all companies.
 - 6. Negotiate with any qualified Offeror.

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- c. The City may confirm any information provided in the Offeror's submittal, or inspect any of the Offeror's facilities that would be utilized in connection with performing services under any resulting contract.

5. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of an RFQ response hereunder, the Offeror waives any right to object now or at any future time, before anybody or agency including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

6. Applicable Law

Any and all disputes arising under any contract or out of the RFQ herein called for shall be governed according to the laws of the State of Arizona, and the Offeror submitting an RFQ response agrees that the venue for any such action brought to enforce provisions of the Contract shall be in the State of Arizona.

7. Compliance With Laws

Each time the Offeror enters into a contract with the City, the Offeror shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations.

8. No Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract shall affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Offeror. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

9. Organization Employment Disclaimer

Any contract entered into as a result of this RFQ shall set forth the relationship between the City and the Offeror, and the rights and obligations of the parties shall only be those expressly set forth therein. The Offeror will be required to agree as part of any contract entered into as the result hereof that no person supplied by it in

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the performance of the contract is an employee of the City, and further agrees that no rights of the City's Civil Service, Retirement or Personnel Rules accrue to any such persons. Any contracting party shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by such Offerors in the performance of the contract, and shall save and hold the City harmless with respect thereto.

10. Violations Disclosure

- a. Each time the Offerors enter into a contract with the City, the Offerors shall notify the City and specifically identify any notices from any regulatory authority with respect to any violation or alleged violation of any law or regulation by the Offerors or any subcontractor.
- b. Further, the Offerors shall be required to immediately notify the City of any inspection, audit, or review by any regulatory authority or records procedure of the Offerors or its subcontractors and provide the City with a copy of any written findings prepared by such regulatory authority in connection with such inspection, audit, or review.

11. Responsibility for Compliance with Legal Requirements

The Offeror's products, services, and facilities shall be in full compliance with all applicable federal, state, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

12. Transactional Conflicts of Interest

The Offerors acknowledge that any contract resulting from this RFQ submittal is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

13. Non-waiver of Liability

The City, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Offeror submitting an RFQ response agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

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14. Fund Appropriation Contingency

The Offeror recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Offerors herein recognize that the continuation of any agreement after the close of any given fiscal year of the City of Phoenix, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such agreement item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

15. General Information

If you have any questions concerning this RFQ, please contact:

Rhonda Wilson, Deputy Human Resources Director
Human Resources Department
Employment Services Division
135 N. 2nd Avenue, 2nd floor
Phoenix, Arizona 85003
602-262-6270

SECTION V – PROTEST PROCESS

Staff recommendations regarding the Offerors to be included on the QVL shall be posted at: <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations>.

Any unsuccessful Offeror may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Contracting Authority and include the following

- Identification of the RFQ or other solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Contracting Authority will render a written decision within 14 calendar days after the protest is filed.

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SECTION VI – ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions shall apply, be incorporated and made a part of any agreement between the City and a selected Consultant:

1. Insurance and Indemnification Requirements

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

Insurance Requirements. Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Agreement by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

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- a. Minimum Scope and Limits of Insurance. Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
1. Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

 - a. The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

 2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability:	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

 - a. Policy shall contain a waiver of subrogation against the City of Phoenix.
 - b. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

 3. Professional Liability (Errors and Omissions Liability). The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

 - a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Agreement warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.
- b. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of

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liability purchased by the Consultant even if those limits of liability are in excess of those required by this Agreement.

2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- c. Notice of Cancellation. For each insurance policy required by the insurance provisions of this Agreement, the Consultant must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to Rhonda Wilson, Deputy Human Resources Director, 135 N. 2nd Avenue, 2nd Floor, Phoenix, AZ 85003, rhonda.wilson@phoenix.gov.

- d. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

- e. Verification of Coverage. Consultant shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement shall be sent directly to Rhonda Wilson, Deputy Human Resources Director, 135 N. 2nd Avenue, 2nd Floor, Phoenix, AZ 85003, rhonda.wilson@phoenix.gov. The City project/agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

- f. Subcontractors. Consultant's certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

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- g. Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

2. Equal Employment Opportunity Requirements

- a. In order to do business with the City, Consultant must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Consultant will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

For suppliers/lessees with **35 employees or less**:

- b. Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The supplier and/or lessee will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

OR, for suppliers/lessees **with more than 35 employees**:

- b. Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The supplier and/or lessee will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor

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organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee. The supplier/lessee further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

- c. Documentation. Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
- d. Monitoring. The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

3. Legal Worker Requirements

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees that:

- a. Consultant and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
- b. A breach of warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- c. The City retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 1.

4. Lawful Presence Requirement

Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of

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contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

5. Confidentiality and Data Security

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Consultant in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Consultant shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee.

Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, Consultant shall notify the City Privacy Officer immediately. Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

The obligations of Consultant under this Section shall survive the termination of this Agreement.

6. Consultant And Subcontractor Worker Background Screening

- a. Contract Worker Background Screening. Consultant agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Consultant furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively "Background Screening") at Consultant's sole cost and expense as set forth in this Section. The

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Background Screening provided by Consultant shall comply with all applicable laws, rules and regulations. Consultant further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Consultant from any liabilities that may arise out of Consultant's services under this Agreement or Consultant's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Consultant and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

- b. Background Screening Requirements and Criteria. Because of the varied types of services performed, the City has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is Standard Risk.
 - 1. Standard Risk and Background Screening ("Standard Risk"). A standard risk Background Screening shall be performed when the Contract Worker's work assignment will: (i) require a badge or key for access to City facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or (iii) allow unescorted access to City facilities during normal and non-business hours. The Background Screening for this standard risk level shall include the Background Screening required for the Minimum Risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker's proposed date of hire.
- c. Consultant Certification. By executing this Agreement, Consultant certifies and warrants that Consultant has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Consultant further certifies and warrants that Consultant has satisfied all such Background Screening requirements for the Minimum Risk and Standard Risk Background Screenings as required.
- d. Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Consultant shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

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- e. Materiality of Background Screening Requirements; Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Consultant shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section VI(1) of this Agreement, Consultant shall defend, indemnify and hold harmless the City for any and all Claims (as defined in Section VI(1)) arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Consultant or the City for failure to satisfy this Section.

- f. Continuing Duty; Audit. Consultant's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Consultant shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Consultant's compliance with this Section.