



CITY OF PHOENIX
Human Services Department

REQUEST FOR QUALIFICATIONS (RFQu)
RFQu-22-BWDD-61

Professional Resume Development and Related Services

**DEADLINE FOR RECEIVING
STATEMENT OF QUALIFICATIONS (SOQ)**

January 31, 2023 at 3:00 p.m. (local time)
hsdprocurement@phoenix.gov

PROCUREMENT OFFICER
Vanessa Quintana
200 W. Washington Street, 18th Floor
602-534-1032
hsdprocurement@phoenix.gov

Date posted on website (issue Date): January 4, 2023

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SOLICITATION RESPONSE CHECKLIST

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SOLICITATION RESPONSE CHECKLIST

Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist Offeror's, but Offeror's are expected to read and comply with the entire solicitation.

Check off each of the following as the necessary action is completed.

- Followed submittal format as stated in Section IV, Item 2.
- Attachments 1-10 have been completed and/or signed and included with the offer.
- Provided information as outlined in Section IV, Item 3.
- Reviewed the insurance requirements for compliance. See Professional Services Agreement in Section III, Exhibit C.
- Included signed Solicitation Addenda, if applicable.
- Offer signed by an authorized signatory of your organization.
- Reviewed the Professional Services Agreement in Section III.

Submit the Offer, via email, by due date and time – City must receive Offers no later than the date and time indicated in the Schedule of Events or addenda.



SECTION I – INSTRUCTIONS

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SECTION I – INSTRUCTIONS

1. DESCRIPTION – STATEMENT OF NEED

The City of Phoenix (City) invites qualified Offeror's to submit a Statement of Qualifications (SOQ) for the purpose of establishing a Qualified Vendors List (QVL) for professional resume development and related services to City of Phoenix residents enrolled in its WIOA Workforce Program. The QVL will be for a five (5) year period commencing on or about July 1, 2023, in accordance with the specifications and provisions contained herein.

- 1.1. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.2. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION

Offerors must be registered in the City's procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

3. SCHEDULE OF EVENTS

ACTIVITY (All times are local Phoenix time)	DATE/LOCATION
Issue RFQu	January 4, 2023
Written Inquiries Due Date	January 13, 2023 by 3:00 p.m. Email to: hsdprocurement@phoenix.gov
Response to Written Inquiries	January 24, 2023
Offer Due Date and Time	January 31, 2023 by 3:00 p.m. Bids shall be submitted electronically via email to: hsdprocurement@phoenix.gov . Enter the solicitation number on the subject line of the email when submitting your bid.



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Phoenix City Council Agenda for
Award

April 2023

The City reserves the right to change dates and/or locations as necessary, and the City does not always hold a Pre-Offer Conference or Site visit.

4. QVL TERM AND CONTRACTUAL RELATIONSHIP:

Offerors are responsible for reading the Professional Services Agreement and submitting any questions about it in accordance with the process listed in this solicitation. By submitting an offer, each Offeror agrees it will be bound by the terms of the Agreement. The City intends to maintain this QVL through June 30, 2028. However, there is no guarantee that an Offeror placed on the QVL will be hired during the term of the QVL. Notwithstanding the foregoing, the QVL will terminate upon the earliest occurrence of any of the following:

- Reaching the end of the QVL term and any extensions;
- Completing the services set forth in the Scope of Work (the “Services”);
- Termination pursuant to the provisions of the Agreement.

5. PRE-OFFER MEETING:

A Pre-Offer Meeting will not be held. Offerors are encouraged to submit questions in writing to the Procurement Officer prior to the Written Inquiries Due Date stated in the Schedule of Events.

6. SCOPE OF WORK:

Offeror will provide professional resume development and related services that will be in accordance with the Scope of Work as set forth in *Section II – Scope of Work*, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. The successful offeror will be expected to provide services virtually and in-person at its Phoenix location(s). Offeror will provide monthly progress reports to the City.

7. PREPARATION OF OFFER

7.1. All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.

7.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the



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specified offer due date and time. The City is not responsible for Offeror's errors or omissions.

7.3. All time periods stated as a number of days will be calendar days.

7.4. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- 7.4.1. Consider applicable laws and/or economic conditions that may affect progress, performance, or furnishing of the products or services.
- 7.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
- 7.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

7.5. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

7.6. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.

8. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Internet access is available at all public libraries. It is the Offeror's responsibility to check the website throughout the entire solicitation period up to City Council Award, read the entire solicitation, and verify all required information is submitted with its offer.



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9. EXCEPTIONS

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer as explained in Inquiries.

10. INQUIRIES

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer at hsdprocurement@phoenix.gov and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff or City Council from date of distribution of this solicitation until after City Council awards the contract. All questions concerning or issues related to this solicitation must be presented **in writing**.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

11. ADDENDA

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal, or the Offer may be considered non-responsive.

12. BUSINESS IN ARIZONA

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the offeror asserts a statutory exception prior to entering a contract with the City.

13. LICENSES

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.



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14. CERTIFICATION

By signature in the offer section of the Offer Form, Offeror certifies:

- 14.1. The submission of the offer did not involve collusion or other anti-competitive practices.
- 14.2. The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- 14.3. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

15. SUBMISSION OF OFFER

15.1. Electronic Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late Offers will not be considered. The prevailing clock will be the email arrival time.

15.2. Please submit your Offer electronically via email to hsdprocurement@phoenix.gov. The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the Due Date and Time.

15.3. Offers must be submitted electronically via email. The following information should be noted on the subject line:

- Solicitation Number
- Solicitation Title

15.4. Indicate in the body of the email that you are submitting in response to the identified solicitation. Once submitted, the submission will be deemed a complete submission.

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section. City will respond to confirm its receipt of submission.

16. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals will not be considered. Withdrawals may not be made after the Offer due date.



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17. OFFER RESULTS

Offers will be opened on the Offer due date, time and location indicated in the Schedule of Events. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

18. PRE-AWARD QUALIFICATIONS

Offerors Statement of Qualifications shall relate specifically to the following items, listed in general order of importance, for evaluation and selection purposes. Offeror must demonstrate:

18.1. At least three years' experience of professional resume writing experience.

18.2. The City prefers Offerors have one of the following certifications, but this is not a mandatory requirement:

- Certified Employment Interview Consultant
- Certified Job and Career Transition Coach
- Certified Professional Resume Writer
- Certified Resume Writer
- Credentialed Career Master
- Nationally Certified Resume Writer

18.3. Offeror(s) proposing to conduct workshops must have a minimum of 3 years' experience conducting workshops geared toward assisting job seekers in securing employment.



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18.4. Offers may be evaluated according to the following, in order to develop a qualified vendor list, which will be limited to the top five most qualified Offerors:

18.4.1. Number of years and type of experience: As a professional resume writer providing consulting services to job seekers; As a certificate holder in one or more of the certifications indicated above; and Direct experience in conducting resume workshops, if applicable.

18.4.2. Resume samples

18.4.3. Professional Business References

18.4.4. Client recommendations or evaluations

18.4.5. Education and training related to the scope of work

18.5. Prior to contract execution, the Contractor will submit a complete certificate of insurance in the minimum amounts and the coverages as required in Section III – Professional Services Agreement, Exhibit C of this solicitation. Insurance requirements are non-negotiable.

20. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

Factors that may be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Safety record, including complaints and investigations; and,
- Vendor history of complaints and termination for convenience or cause, litigation or lawsuits.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Deputy Finance Director or Department



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Director. A contract has its inception in the award, which may eliminate a formal signing of a separate contract.

21. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an offer herein waives any right to object now or at any future time, before any agency or body, including but not limited to, the City Council of the City of Phoenix or any court.

22. SOLICITATION TRANSPARENCY POLICY

- 22.1. Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.
- 22.2. 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.
- 22.3. Offerors may discuss their offer or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 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.
- 22.4. With respect to the selection of the successful Offerors, the City Manager and City Manager's Office will continue the past practice of exerting no undue influence on the process.
- 22.5. 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.** After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 22.6. "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until



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the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

23. PROTEST PROCESS

- 23.1.** Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 23.2.** Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
- 23.3.** Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 23.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
- 23.5.** All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
 - 23.5.1. Identification of the solicitation number;
 - 23.5.2. The name, address and telephone number of the protester;
 - 23.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 23.5.4. The form of relief requested; and
 - 23.5.5. The signature of the protester or its authorized representative.
- 23.6.** The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals



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not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

24. PUBLIC RECORD

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked “confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

25. LATE OFFERS

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being late.

26. 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 a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body 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.



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27. CONTRACT AWARD

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. Placement on a list is not a guarantee of work.

28. DETERMINING RESPONSIVENESS AND RESPONSIBILITY

- 28.1.** Offers will be reviewed for documentation of qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 28.2.** Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
- 28.3.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 28.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, financial ability, and facilities for conducting the work to be performed.
- 28.5.** The Procurement Officer will review each Offer to determine if the Offeror is responsible and responsive. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- 28.6.** The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.



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29. OFFERS NOT WITHIN THE COMPETITIVE RANGE

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

30. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE

- 30.1.** The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.
- 30.2.** Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
- 30.3.** If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.
- 30.4.** To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.



SECTION II – SCOPE OF WORK

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SECTION II – SCOPE OF WORK PROFESSIONAL RESUME DEVELOPMENT AND RELATED SERVICES

1. BACKGROUND

Since July 2014, Workforce Innovation and Opportunity Act (WIOA) became federal law that governs the ARIZONA@WORK system, and its design to integrate services to support businesses and job seekers through strategic cross-sector partnerships. It envisions connecting workforce, education and economic development entities to ensure strategic leveraging of resources and optimum results. The law addresses the needs of customers through establishing a comprehensive system that provides access to employment, education, training and support services.

As the designated Local Workforce Development Area (LWDA) for the City of Phoenix, HSD's Business and Workforce Development Division has been selected by the Phoenix Business and Workforce Development Board (PBWDB) as the program operator to provide adult, dislocated worker and youth service programs through an integrated job driven workforce system known as ARIZONA@WORK.

Because Workforce Innovation and Opportunity Act funds will be used for these services, Contractor(s) shall be required to submit fingerprint clearance cards for each resume writer and/or workshop facilitator working under the resulting agreement(s).

2. OBJECTIVE

The City of Phoenix Human Services Department (HSD) is seeking proposals from qualified organizations to provide professional resume development and related services to City of Phoenix residents enrolled in its WIOA Workforce Program. The substance of this contract will be to provide resume writing services, but Offeror(s) may propose for both the resume writing and workshop services of this solicitation or, the resume writing services only.

3. DELIVERABLES

Contractor(s) will provide the following professional resume development and related services, as indicated below at the stated not-to-exceed prices:

3.1. Resume Development Services

These services are for ARIZONA@WORK job seekers and workers at companies that are either closing their business or implementing layoffs imminently.



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3.1.1. Resume Package A

Resume writing consultation for job seekers who have 3+ years of experience in supervisory, managerial, technical, or other professional positions, with a degree or job seekers with equivalent experience without a degree. A Work Order Request Form (Exhibit H) will be completed by the City to request resume services for the job seeker.

Create Full Resume

Create Full Cover Letter

One-on-One Consultation (at least two occurrences)

3.1.2. Resume Package B

Resume writing consultation for job seekers at the beginning of their career or limited experience. A Work Order Request Form (Exhibit H) will be completed by the City to request resume services for the job seeker.

Create Full Resume

Create Full Cover Letter

One-on-One Consultation (at least two occurrences)

3.1.3. Resume Package C

Resume writing consultation for job seekers who have recently separated from the military. A Work Order Request Form (Exhibit H) will be completed by the City to request resume services for the job seeker.

Create Full Resume

Create Full Cover Letter

One-on-One Consultation (at least two occurrences)

3.1.4. Resume Critique

Resume critiquing services for participants attending an ARIZONA@WORK City of Phoenix or WIOA partners sponsored event such as a job fair, other hiring event, or employer layoff events. A Work Order Request Form (Exhibit H) will be completed by the City to request resume services for the job seeker.

4. WORKSHOP SERVICES

Contractor may also conduct Group Resume Development Assistance Workshops and/or Group Interviewing Techniques Workshops. Contractors shall provide their own curriculum, which will be subject to review and approval by the City. The City reserves the right to negotiate Contractors to conduct other workshops on related topics. The length of the workshops is based on need and in consultation with City staff.



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Workshops will be held virtually and or in person based on need determined by City staff. Virtual platform must be provided by the contractor. Clients will learn how to:

- 4.1. Write a specific, accomplishment-based resume, and get insights on cover letters and references, or
- 4.2. Effectively prepare, answer interview questions, and follow-up.
- 4.3. Create a LinkedIn account, successfully navigate for job search, building a professional profile.

5. POTENTIAL LOCATION OF SERVICES

Contractor will provide the Services at the following ARIZONA@WORK Job Centers or in proximity. Based on need, the City reserves the right to request the Contractor to offer Services at another City of Phoenix location.

ARIZONA@WORK - City of Phoenix - North

9801 N. 7th Street
Phoenix, Arizona 85020

ARIZONA@WORK - City of Phoenix - South

4635 S. Central Avenue
Phoenix, Arizona 85040

ARIZONA@WORK - City of Phoenix - West

3406 N. 51st Avenue
Phoenix, Arizona 85031

Phoenix Business/Training Center

302 N. 1st Avenue, 6th Floor
Phoenix, AZ 85003

NOTE: Site locations are subject to change.

6. CITY'S ENGAGEMENT PROCESS FOR SERVICES

The City will make two attempts within 24 hours to contact a Contractor before contacting another Contractor to provide services for a participant.

7. CONTRACTOR RESPONSIBILITIES

In addition to its other obligations, the Contractor will:

- 7.1. Within 5 business days of rendering Services, email the following documents to City staff and to the client using their preferred method of communication:
Completed resume (Must be editable copy and a final document ready for



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- immediate use, for example a WORD and PDF version)
Cover letters (Must be editable copy and a final document ready for immediate use, for example a WORD and PDF version)
Client profile in WORD for social media application uploading (only if requested by City staff;
- 7.2. Request clarification and/or technical assistance from City staff to resolve barriers to service in a timely manner; and
 - 7.3. Agree to share mutual client records with the City upon the City's request.

8. CITY REQUIREMENTS

In addition to its other obligations, the City will:

- 8.1. Provide the Payment Request Form;
- 8.2. Provide a group workshop services evaluation form for the contractor to distribute and collect at the conclusion of each group workshop.
- 8.3. Conduct bi-annual budgetary and programmatic monitoring review;
- 8.4. Process payments upon receipt of complete and accurate reports and Payment Request Form; and
- 8.5. Inform the Contractor of any concerns or potential changes in a timely manner.

9. REPORTING REQUIREMENTS

- 9.1. Contractor will submit a monthly payment request, supporting documentation, and program reports via email to: hsd.invoices@phoenix.gov, copying the designated support staff member as determined by City staff, for reimbursement no later than the 15th day following the end of the reporting month (i.e. February 15th for the January report) to include:
 - Completed Resume Development Invoice (Exhibit G) to include client name and information.
 - Group workshop services evaluations completed by participants.
- 9.2. The Parties will work together to add, remove, or revise reporting requirements for the purpose of improving access to services.



SECTION III – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX

SECTION III – PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL RESUME DEVELOPMENT AND RELATED SERVICES

AGREEMENT NO.

Procurement Officer Name, Procurement Officer
Human Services Department
200 W. Washington Street, 18th Floor
Enter phone number
Enter email address



**SECTION III – PROFESSIONAL SERVICES
AGREEMENT**

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[To be inserted prior to contract execution.]

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SECTION III – PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL RESUME DEVELOPMENT AND RELATED SERVICES

Contractor Unique Entity Identifier (“UEI”): XXXXXXXXX

Federal Award Identification Number and Date: 7/22/14

CFDA Number and Name: 17.258 Workforce Innovation and Opportunity Act, Adult Program

This Professional Services Agreement (“**Agreement**”) is hereby entered into by and between the City of Phoenix, a municipal corporation of the State of Arizona (hereinafter referred to as “**City**”) and [Enter Contractor Name], an Arizona limited liability corporation (hereinafter referred to as “**Contractor**”) (collectively the “**Parties**”) to set forth the objectives, understandings, and agreements between the Parties in connection with the subaward of grant funds as described herein.

RECITALS

- A. Through a subaward from the Arizona Department of Economic Security, the City has been allocated Workforce Innovation and Opportunity Act of 2014 (“WIOA”) monies administered by the U.S. Department of Labor (“DOL”) for the purpose of assisting job seekers in accessing employment, education, training and support services to succeed in the labor market.
- B. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.
- C. The City desires to obtain the services that are specifically set forth in this Agreement.
- D. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
- E. Contractor possesses the skills and expertise necessary to provide such services as desired by the City.
- F. This Agreement is authorized by the City Council per Ordinance S-XXXXX dated Enter Date.
- G. This Agreement is established in accordance with RFQu-22-BWDD-61. Attached hereto, incorporated herein and by this reference made a part hereof. The



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Contractor by accepting this Agreement, has agreed to all terms and conditions as stated therein in accordance with solicitation number RFQu-22-BWDD-61.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound, the City and Contractor agree as follows:

1. TERM OF AGREEMENT

- 1.1. This Agreement shall become effective on or about **Enter Date** and shall terminate on **Enter Date**, with four one-year options to extend at the sole discretion of the City. The obligations of Contractor as described herein will survive termination of this Agreement.
- 1.2. This Agreement may terminate upon the earliest occurrence of any of the following:
 - 1.2.1. Reaching the end of the term as set forth in Paragraph 1.1.
 - 1.2.2. Payment of the maximum compensation under Section 1;
 - 1.2.3. Reaching the funding expenditure deadline; or
 - 1.2.4. Termination pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

All uses of funds awarded under this Agreement shall be conducted in accordance with:

- Exhibit A – Scope of Work
- Exhibit B – Bid Price Schedule
- Exhibit C – Insurance Requirements
- Exhibit E – Background Screening Requirements
- Exhibit F – PY2022 Workforce Innovation and Opportunity Act (WIOA) Youth, Adult, and Dislocated Worker Programs Terms and Conditions

3. FUNDING

Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided from the City's subgrant of federal WIOA funds and Contractor agrees to comply with regulations, laws, and guidelines for applicable federal funding sources as identified herein or as may be issued over the course of this Agreement.

- 4.1. Subject to the terms, covenants and conditions of this Agreement, the City will reimburse the Contractor in an amount not to exceed **\$XXXXX** for allowable costs incurred in **Exhibit B – Bid Price Schedule**, attached hereto and incorporated herein by this reference.
- 4.2. Contractor will be responsible for accomplishing the levels of performance as set forth in the Scope of Work attached hereto as Exhibit A.



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- 4.3. The City will disburse portions of the monies in such amounts and increments as may be approved by the City to reimburse Contractor for allowable costs reflected in ***Exhibit B – Bid Price Schedule***, attached hereto and incorporated herein by this reference, upon submission by Contractor of proper invoices and supporting documentation, as required by the City in its reasonable discretion and by applicable law. The Bid Price Schedule may not be amended or supplemented without the prior written consent of the City.
- 4.4. This Agreement is subject to the availability of federal funds to the City. The City shall promptly notify Contractor in writing of any modifications, payments, delays or cancellations of said WIOA funding.
- 4.5. Any failure to comply with the approved budget is at the risk of Contractor. The City is not required to reimburse Contractor for expenditures which were not approved by the City.
- 4.6. Contractor must obtain the City's prior written approval before implementing any line item changes in the Bid Price Schedule.
- 4.7. As applicable, if Contractor services are operated in a manner in which recipients of the services are provided services within the same program(s) from another funding stream, Contractor shall provide to the City (a) a matrix identifying the shared use of such program services; and (b) a cost-allocation plan which documents and explains how program costs are appropriately charged to each program so as to assure the funds provided hereunder do not subsidize such other program(s). The City has the right to approve such cost allocation plan which must be attached to the annual budget.

4. ALLOWABLE COSTS

Contractor expressly understands and agrees that the allowability of costs shall be determined in accordance with, as applicable, the terms of WIOA, any guidance issued by the DOL or the City and 2 CFR Part 200, Subpart E and 2 CFR part 2900. Contractor is liable for payment of any costs incurred by Contractor under this Agreement that may be disallowed by the City, or other appropriate federal officials. In this regard, Contractor shall be obliged to remit to the City any funded amounts which were paid pursuant to Section 4 and used to cover disallowed costs.

5. REQUEST FOR PAYMENT

5.1. Contractor will submit monthly invoices on or before the 15th calendar day of each month which follows a month in which Contractor incurred allowable costs. Each invoice will be accompanied with itemized receipts. Invoices will be submitted free



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of mathematical errors and with all supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Failure of City to identify an error does not waive any of the City's rights.

- 5.2. Invoice will be submitted to: hsd.invoices@phoenix.gov.
- 5.3. The City will review expenditure reports and will make payment to Contractor of any undisputed amounts within 45 calendar days of the City's approval of a properly completed and documented invoice.
- 5.4. The City reserves the right to request proper supporting documentation of any costs/charges under this Agreement for its oversight and monitoring purposes.
- 5.5. If the City requires additional financial data from Contractor to be responsive to any requests from the DOL or other federal entities pertaining to WIOA funding under this Agreement, Contractor will respond to the City in a timely manner.
- 5.6. **Payment Recoupment.** Contractor must reimburse the City upon demand upon the following:
 - a. Any amounts received by Contractor from the City for costs which have been inaccurately reported or are found to be unsubstantiated.
 - b. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the information disclosed in a Conflict of Interest Disclosure Questionnaire.
 - c. Any amount paid with the subaward for goods or services that duplicate services covered by other specific grants and Agreements.
 - d. Any amounts expended for items or purposes determined unallowable by the City.
 - e. Any amounts paid by the City for which Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by Contractor in accordance with this Agreement and applicable law.
 - f. Any amount identified as a financial audit exception.
 - g. Any amounts paid or reimbursed in excess of this Agreement.
 - h. Any payments made for services rendered before the Agreement begin date or after the Agreement termination date or other later payment deadline.



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- i. Any amounts paid by Contractor to a subcontractor not authorized in writing by the City.

5.7. Payment Indemnification. Contractor will be responsible for issuing payment for services performed by its employees, contractors, suppliers, or any other third party in the furtherance of the performance or arising out of this Agreement and will indemnify and save the City harmless for all claims whatsoever out of the lawful demands of such parties. Contractor will, at the City's request, furnish satisfactory evidence that all obligations designated above have been paid, discharged or waived.

6. INTERNAL SYSTEMS POLICIES AND PROCEDURES

- 6.1.** Contractor will establish and implement systems, written policies and procedures governing personnel, financial management and programmatic management, as set forth in 2 CFR Part 200, as applicable, and any DOL guidance.
- 6.2.** Contractor will maintain financial systems in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) for state and local governmental entities or by the Financial Accounting Standards Board (FASB) for non-governmental entities. And, as applicable, pursuant to 2 CFR Part 200, to ensure that costs are reasonable and necessary for the purposes of the subaward, and funds are not used for expenses unrelated to the performance of this Agreement.
- 6.3.** Contractor will maintain separate accounts for City funds awarded under this Agreement.
- 6.4.** Further, Contractor's financial management systems must include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary.
- 6.5.** Contractor's financial management systems must also be capable of distinguishing expenditures attributable to this Agreement and those not attributable to this Agreement and must be able to identify costs by program year and budget category, as well as distinguishing between direct and indirect costs.

7. AUDITS/RECORDS

- 7.1.** The City, the Arizona Department of Economic Security, the DOL, the Comptroller General of the United States, the Government Accounting Office or any of their duly authorized representatives shall have access to any books, documents, papers and records of Contractor's which are pertinent to any activity performed under this Agreement as required under 2 CFR Part 200.334-.338, 29 CFR Parts 96 and 99, P.L. 113-128, § 184, and ADES Policies 1-47-01 and 1-47-



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08. for the purpose of making audit, examination, excerpts and transcriptions. Contractor shall keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.334–.338 and for a period of at least three (3) years after the expiration or termination of this Agreement. The City’s right of access is not limited to the retention period but lasts so long as the records are retained by Contractor. Contractor will permit independent auditor’s access to its records and financial statements as necessary to comply with federal audit requirements. Failure to comply with requirements of this Section will be deemed to be a default under Section 40 hereof.

- 7.2.** Contractor shall submit a financial audit within one hundred eighty (180) days after the close of Contractor’s fiscal year during which the aggregate of federal grant funds expended from all sources both inclusive and exclusive of this Agreement is Seven Hundred-Fifty Thousand Dollars (\$750,000) or more. The audit shall be in conformance with the audit requirements of 2 CFR 200.501.

8. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER

- 8.1.** The Parties agree that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor’s agents, employees or helpers will be deemed to be an employee, agent, or servant of the City.
- 8.2.** This Agreement is not intended to constitute, create or give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement.
- 8.3.** The Parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker’s compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

9. LEGAL WORKER REQUIREMENTS

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



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- Contractor and each subcontractor used warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
- A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to an including termination of the Agreement.
- The City retains the legal right to inspect the papers of Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty herein.

10. CONFIDENTIALITY AND DATA SECURITY

- 10.1** The Contractor must comply with 2 CFR § 200.303 and must take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR § 200.82, and other information the DOL or the City designates as sensitive or the Contractor considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.
- 10.2** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor will 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.
- 10.3** Personal identifying information, financial account information, protected health 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, Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, handheld devices, networking devices, removable storage devices, or other electronic media, as well as data in transit, such as during email or file transfer.
- 10.4** When personal identifying information, financial account information, protected health 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.
- 10.5** In the event that data collected or obtained by the Contractor in connection with this Agreement is suspected to have been compromised, Contractor will notify the City immediately. Contractor agrees to reimburse the City for any costs



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incurred by the City to investigate and respond to potential breaches of this data, including, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and for any monetary damages or penalties the City is assessed.

- 10.6** Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will 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 Contractor under this Section 10 will survive the termination of this Agreement.

11. CONTACTS WITH THIRD PARTIES

- 11.1** Contractor or its subcontractors will not contact third parties to provide any information in connection with this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.
- 11.2** Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by Contractor. It is further agreed that a violation of this Section will 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.

12. COMPLIANCE WITH LAWS

- 12.1** The Contractor will comply with all applicable laws, regulations and guidance, which include (but are not limited to) Federal Acquisition Regulation 97-03, 2 CFR Part 200, 20 CFR Parts 676–678, and 680–683, 29 CFR Parts 95, 96, and 99, P.L. 113-128, §§ 128, 133–134, as applicable.
- 12.2** Contractor will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to this Agreement.



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13. AMENDMENTS

Whenever an addition, deletion or alteration to **EXHIBIT A - SCOPE OF WORK** or **EXHIBIT B - BID PRICE SCHEDULE**, is necessary, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes may be made and the amounts to be paid to Contractor may be adjusted by mutual agreement in accordance with applicable law, but in no event may the amount exceed the amount authorized in Section 4.1 of this Agreement. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

14. NO ORAL ALTERATIONS

No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.

15. INTEGRATION

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth. This Agreement does not amend or alter any existing agreements between the City and Contractor.

16. GOVERNING LAW; FORUM; VENUE

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.



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17. TERMINATION FOR CAUSE AND FOR CONVENIENCE

17.1 The City may terminate this Agreement in whole, or from time to time in part, for the City's convenience or the failure of Contractor to fulfill the obligations (cause or default) under this Agreement. The City will terminate by delivering to Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor must: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all information, reports, papers, and other materials accumulated or generated in performing the Agreement, whether completed or in process.

17.2 If the termination is for the convenience of the City, the City will be liable only for payment for services rendered before the effective date of the termination.

17.3 If the termination is due to the failure of Contractor to fulfill its obligations under the Agreement (cause/default), the City may (1) require Contractor to deliver to it, in the manner and to the extent directed by the City, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by agreement or otherwise, and Contractor will be liable for any additional cost incurred by the City; and (3) withhold any payments to Contractor, or the purpose of set-off or partial payment, as the case may be, of amounts owed by the City to Contractor. In the event of termination for cause/default, the City will be liable to Contractor for reasonable costs incurred by Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

18. NO ISRAEL BOYCOTT

By entering into this Agreement, Contractor certifies that they are not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel.

19. LAWFUL PRESENCE

Pursuant to A.R.S. §§ 1-501 and -502, the City is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this 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 contract award. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

20. EQUAL EMPLOYMENT OPPORTUNITY AND PAY

In order to do business with the city, Contractor must comply with Phoenix City Code,



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1969, chapter 18, Article V, as amended, equal employment opportunity requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

For a Contractor with 35 Employees or Fewer. Contractor in performing under this Agreement 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 Contractor 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 Contractor further agrees that this clause will be incorporated in all subcontracts related to this agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this Agreement entered into by supplier/lessee.

For a Contractor with More Than 35 Employees. Contractor in performing under this Agreement 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 Contractor 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, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. 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 Contractor 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 Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier or lessee. The Contractor 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.

Documentation. Suppliers and lessees may be required to provide additional



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documentation to the Equal Opportunity Department affirming a nondiscriminatory policy is being utilized.

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.

21. DEFENSE AND INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, 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 the Contractor] or any of the directors, officers, agents, or employees or subcontractors of such Contractor. 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 such Contractor from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

22. COMPLIANCE WITH TERMS OF FUNDING

Parties acknowledge that funds will be provided pursuant to WIOA, WIOA Fund Award Terms and Conditions, the Workforce Innovation and opportunity Act (WIOA) Youth, Adult, & Dislocated Workers Programs Terms and Conditions attached hereto as Exhibit F, other applicable law and guidance, and this Agreement. Parties agree to be bound by and will comply with all terms and conditions of foregoing, as applicable. The Agreement includes any WIOA guidance issued by the DOL or any other federal agency with authority for administration of the WIOA funds. The Contractor is required to submit an end of program funding report to the City. The City agrees to cooperate with Contractor in preparing these reports, as needed.



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23. COMPLIANCE WITH UNIFORM REQUIREMENTS

Contractor will comply with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” as applicable.

24. RELIGIOUS ACTIVITIES

Recipients shall not be required to participate in any religious activity to benefit from the Services.

25. CONFLICTS OF INTEREST

All parties hereto agree to abide by the provisions of 2 CFR § 200.318, which include (but are not limited to) the following:

30.1. Contractor shall maintain a written code or standards or conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

30.2. No employee, officer, or agent of Contractor shall participate in the selection, or in the award, or administration of a contact supported by federal funds if a conflict of interest, real or apparent would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

30.3. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Contractor.

In addition, this Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

26. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

26.1 Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by Contractor shall constitute an event of default or breach of this Agreement, unless previously approved by the City in writing, and shall constitute sufficient reason for termination of this Agreement by the City.

26.2 Prior to entering into and during the time period covered by this Agreement, Contractor shall disclose any information related to the preceding paragraph. This disclosure requirement shall also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this Section shall constitute a default.



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27. NON-DISCRIMINATION

Contractor will carry out its responsibilities in compliance with the Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964 (42 USC 2000d), as amended, the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 USC 6101 07), and the prohibitions against discrimination against disabled individuals under Section 504 of the Rehabilitation Act of 1973 (19 USC 794) and the Americans with Disabilities Act, and compliance with the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157). Contractor will take reasonable steps to provide meaningful access for all persons with Limited English Proficiency as required by Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

28. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

Contractor agrees to maintain the currency of its information in the federal government's System for Award Management ("SAM") until it receives final payment. Contractor agrees to maintain its Unique Entity Identifier (UEI) number for the same duration.

29. ONLINE SEARCHABLE DATABASES

Contractor agrees that prior to employing or contracting with any individual, or contracting with any other entity, to provide services hereunder, Contractor agrees to review online searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the Excluded Parties List in the System for Award Management Database operated by the General Services Administration ("GSA").

30. HUMAN TRAFFICKING

Contractor agrees to follow the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104) and ensure that it and none of its employees engage in server forms of trafficking in persons, procure commercial sex acts during the subaward term, used forced labor in the performance of your obligations under this Agreement. Contractor agrees to notify the City immediately once it has information from any source alleging a violation of this Section.

31. ASSIGNMENT

Contractor will not assign or transfer any interest in this Agreement without the prior written consent of the City.

32. INSURANCE

Contractor will comply with the insurance requirements set forth in **Exhibit C**.



SECTION III – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX

33. BACKGROUND CHECKS

Contractor will comply with A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141, as applicable, and the background check requirements set forth in **Exhibit E**.

34. NOTICES

34.1 Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Contractor:

Enter Contact Information

If to City:

Vanessa Quintana
City of Phoenix Human Services Department
200 W. Washington Street, 18th Floor
Phoenix, AZ 85003
Phone: 602-534-1032
Email: hsdprocurement@phoenix.gov

34.2 Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed receive.

34.3 Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

35. CLAIMS OR DEMANDS AGAINST THE CITY:

35.1 Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the



SECTION III – PROFESSIONAL SERVICES AGREEMENT

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supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

35.2 Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

36. CONTINUATION DURING DISPUTES

36.1 Contractor agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

36.2 Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

37. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND DISADVANTAGED BUSINESS ENTERPRISES

37.1 Pursuant to national and City policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises, Contractor will take affirmative steps to assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction, and services. Such affirmative steps must include the following:

- (1) Include qualified small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises on solicitation lists.
- (2) Assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are solicited whenever they are potential sources.
- (3) When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum participation from small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.



SECTION III – PROFESSIONAL SERVICES AGREEMENT

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- (4) Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and the Community Services Administration as required.
- (6) Comply with the applicable requirements of the Small and Disadvantaged Business Enterprise Policy Plan for the City of Phoenix.
- (7) Include affirmative steps, one through six in any subcontract.

38. DEFAULT/REMEDIES

38.1 In the event of any default in or breach of this Agreement or any of its terms or conditions by either party hereto, such party will, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In any event such breach or default is remedied within thirty (30) days after receipt of such notice. In case such action to cure or remedy the default or breach is not taken or not diligently pursued, or the default or breach not cured or remedied within thirty (30) days, the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. In the event of a breach of Agreement by the Contractor, the City, in addition to any other remedy, may immediately withhold payment of funds until such default is cured and/or may make direct payment to vendors.

38.2 Failure of the City to insist upon strict performance of any provision of this Agreement or to exercise any right or remedy to which the City is entitled hereunder will not constitute a waiver thereof and will not diminish the obligations under this Agreement. No waiver of any of the provisions of this Agreement will be effective unless it is expressly stated to be such and signed by both the City and Contractor.

39. FORCE MAJEURE

Contractor will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions,



SECTION III – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX

failure of the City to provide data within the City’s possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Contractor in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as “Force Majeure”).

40. PROFESSIONAL COMPETENCY

40.1 QUALIFICATIONS: Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

40.2 LEVEL OF CARE AND SKILL: Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor’s profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor’s work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.



SECTION III – PROFESSIONAL SERVICES AGREEMENT

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IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed.

CITY OF PHOENIX, a municipal corporation
Jeffrey Barton, City Manager

MARCHELLE F. FRANKLIN
HUMAN SERVICES DIRECTOR

ATTEST:

City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By: _____
Assistant Chief Counsel

Contractor Name
a State of Arizona, **type of corporation**

Signature

Printed Name

Title

Date



**SECTION III – PROFESSIONAL SERVICES
AGREEMENT**

CITY OF PHOENIX

**EXHIBIT A – SCOPE OF WORK
PROFESSIONAL RESUME DEVELOPMENT AND RELATED SERVICES**

To be inserted prior to contract execution.

DRAFT



**SECTION III – PROFESSIONAL SERVICES
AGREEMENT**

CITY OF PHOENIX

EXHIBIT B – BID PRICE SCHEDULE

To be inserted prior to contract execution.

DRAFT



SECTION III – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX

EXHIBIT C – INSURANCE REQUIREMENTS

The City and State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1.1. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability - Written and Oral	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
- b. The policy shall be endorsed to include the following additional insured language: **"The City of Phoenix, State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."**
(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)
- c. Policy shall contain a waiver of subrogation against the City and State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language: **"The City of Phoenix, State of Arizona and the Department of**



SECTION III – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX

Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."

- b. Policy shall contain a waiver of subrogation against the City and State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

1.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability:	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- Policy shall contain a waiver of subrogation against the City and State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall contain, or be endorsed to contain, the following provisions:

- 2.1.** The City, State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
- 2.2.** The Contractor’s insurance coverage shall be primary insurance with respect to all other available sources.
- 2.3.** Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.



SECTION III – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX

3. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the **City of Phoenix Human Service Department, Attention: Procurement Section, 200 W. Washington St. 18th Floor, Phoenix, AZ 85003; hsdprocurement@phoenix.gov** and shall be sent by certified mail, return receipt requested.
4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
5. **VERIFICATION OF COVERAGE:** Contractor 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 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 Agreement.

All certificates required by this Agreement must be sent directly to **City of Phoenix Human Service Department, Attention: Procurement Section, 200 W. Washington St. 18th Floor, Phoenix, AZ 85003; hsdprocurement@phoenix.gov**. The City **project/contract number and project description must be noted on the certificate of insurance**. The City reserves the right to review complete 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.**
6. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
7. **APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Agreement must be documented by an executed contract amendment.



**SECTION III – PROFESSIONAL SERVICES
AGREEMENT**

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8. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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**SECTION III – PROFESSIONAL SERVICES
AGREEMENT**

CITY OF PHOENIX

EXHIBIT D – CONTRACTOR’S CERTIFICATE OF INSURANCE

To be inserted prior to contract execution

DRAFT



SECTION III – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX

EXHIBIT E – BACKGROUND SCREENING REQUIREMENTS

1. CONTRACTOR WORKER BACKGROUND SCREENING

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

1.1. Background Screening Risk Level: The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

1.2. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts: Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

1.3. Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.



SECTION III – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX

1.4. Continuing Duty; Audit: Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

2. BACKGROUND SCREENING – MAXIMUM RISK:

2.1. Determined Risk Level: The current risk level and background screening required is **MAXIMUM RISK**.

2.2. Maximum Risk Level: A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:

- work directly with vulnerable adults or children, (under age 18); or
- any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- unescorted access to:
 - City data centers, money rooms, high-value equipment rooms; or
 - unescorted access to private residences; or
 - access to critical infrastructure sites/facilities; or
 - direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

2.3. Requirements: The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

2.4. Additional Maximum Risk Background Checks: Maximum screening will additionally require:

- Credit Check (for cash handling, accounting, and compliance positions only)
- Driving records (for driving positions only)
- Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults or scope takes the individual to a City location with Criminal Justice Information System (CJIS) access.)



SECTION III – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX

2.5. Contractor Certification; City Approval of Maximum Risk Background

Screening: Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- submitting pass/fail results to the City for approval; and,
- reviewing the results of the background check every three to five years, dependent on scope; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department; and,
- If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all



**SECTION III – PROFESSIONAL SERVICES
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CITY OF PHOENIX

the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city's prior written approval.

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**SECTION III – PROFESSIONAL SERVICES
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**EXHIBIT F – PY2022 WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
YOUTH, ADULT, AND DISLOCATED WORKER PROGRAMS TERMS AND
CONDITIONS**

[attached on the following page.]

DRAFT



**SECTION III – PROFESSIONAL SERVICES
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EXHIBIT G – RESUME DEVELOPMENT INVOICE

[attached on the following page.]

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PROFESSIONAL RESUME DEVELOPMENT

INVOICE - SAMPLE

Professional Resume Writer to complete. Please TYPE and email to contract liaison at: hsd.invoices@phoenix.gov		Invoice Number	XXXXX		
		Invoice Date	September 1, 2022		
PROFESSIONAL RESUME WRITER NAME		PROFESSIONAL RESUME WRITER DBA			
First	Last	Resources R US			
Kay	Smith	CONTRACT #	XXXXX		
PROFESSIONAL RESUME WRITER CONSULTANT ADDRESS					
Street Address		Suite/#	City	State	Zip Code
100 Main street		n/a	Phoenix	AZ	85003
JOB CENTER (check)		ARIZONA@WORK STAFF NAME(s)		Vendor #:	
<input checked="" type="checkbox"/> NORTH <input type="checkbox"/> SOUTH <input type="checkbox"/> WEST		staff names staff names		121212	

DATE	LOCATION/CLIENT NAME/ Member ID	BILLABLE ACTIVITY List Option Letter	TOTAL
7-5-2022	Joe Smith 111111	A	\$XX0.00
7-27-2022	Mary Smith 222222	B	\$XX0.00
8-17-2022	Arizona@Work LinkedIn 2-hour Public Workshop	E	\$XX0.00
8-24-2022	Arizona@Work LinkedIn 2-hour Public Workshop	E	\$XX0.00
8-25-2022	Arizona@Work Resume 2-hour Public Workshop	E	\$XX0.00
8-31-2022	Arizona@Work LinkedIn 2-hour Public Workshop	E	\$XX0.00
		TOTAL	\$XX00.00

BILLABLE ACTIVITY OPTIONS:

A	Resume Package A	\$0.00 each
B	Resume Package B	\$0.00 each
C	Resume Package C	\$0.00 each
D	Resume Critique	\$0.00 per hour
E	Workshop Services	\$0.00 per hour

For Internal Use Only: Cost Center: ___ Adult 8990310100 ___ DW 8990310200 ___ Rapid Response 8990310201 GL 510025

SHOPCART#: _____
 APPROVAL: _____
 GR# or SE#: _____
 PO#: _____

Ordinance #: _____

st be accompanied by appropriate documentation (e.g. Professional Resume Writer

Reviewed by _____ Date _____

Approved by _____ Date _____

Send Invoices via email to: hsd.invoices@phoenix.gov address email subject line [Resume Development Invoice](#)

IMPORTANT NOTES: Final Invoice must be accompanied by appropriate documentation (e.g. *Professional Resume Writer Invoice Form*).



**SECTION III – PROFESSIONAL SERVICES
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CITY OF PHOENIX

EXHIBIT H – RESUME WORK ORDER REQUEST

[attached on the following page.]

DRAFT

Professional Resume Writer Services Work Order Request

Staff Name		Today's Date	
Phone		Completion Date Requested	
Staff Email			

Check One

<input type="checkbox"/>	Vendor Information to be inserted
<input type="checkbox"/>	Vendor Information to be inserted

Client Name		Participant ID#	
Phone		Email	
Job Center	<input type="checkbox"/> NORTH <input type="checkbox"/> SOUTH <input type="checkbox"/> WEST	Program	<input type="checkbox"/> Adult <input type="checkbox"/> DW <input type="checkbox"/> Other_____

Check One	Supplier Number	Description
<input type="checkbox"/>	Resume Package A	For Job Seekers with 3+ years' experience - Create Full Resume, Create Full Cover Letter, One-on-One Consultation
<input type="checkbox"/>	Resume Package B	For Job Seekers beginning or limited experience. Create Full Resume, Create Full Cover Letter, One-on-One Consultation
<input type="checkbox"/>	Resume Package C	For Job Seekers who separated from the military. Create Full Resume, Create Full Cover Letter, One-on-One Consultation

Event Title		Date	
Attendance			
Job Center	<input type="checkbox"/> NORTH <input type="checkbox"/> SOUTH <input type="checkbox"/> WEST	Program	<input type="checkbox"/> Adult <input type="checkbox"/> DW <input type="checkbox"/> Other_____
<input type="checkbox"/>	Resume Critique	Hours of Event	
<input type="checkbox"/>	Workshop Services	Hours of Workshop	

Note to Vendor: Please contact customer

Job Center Supervisor Approval _____ Date: _____



SECTION IV – SUBMITTALS

CITY OF PHOENIX

SECTION IV – SUBMITTALS

1. COPIES

- 1.1 Please submit one (1) original of the Submittal Section and all other required documentation via email. Submit each tabbed section in its own PDF file as outlined in Sections 2 and 3 below. Do not submit one large PDF document of your submission.
- 1.2 **Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.
- 1.3 **Documents shall be submitted in Portable Document Format (PDF). Multiple email submissions with documents following the initial email will not be accepted. The submission should be contained in one email.** Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server's size limit and your email cannot be sent. The City's e-mail server size limit to receive e-mails is 150MB.

2. OFFER SUBMITTAL FORMAT

The electronic offer should be:

- Typewritten for ease of evaluation
- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to negotiate with the City;
- Submitted with a table of contents with the following major sections in separate PDF documents clearly labeled accordingly:

Tab 1	General Information
Tab 2	Experience Delivering Professional Resume Writing
Tab 3	Experience Conducting In-Person and Virtual Workshops
Tab 4	Resumes and Job Descriptions
Tab 5	Other Required Submittals
Tab 6	Signed Addenda



SECTION IV – SUBMITTALS

CITY OF PHOENIX

3. OFFER CONTENT: The Offer should be clear, concise and demonstrate your ability to provide the services. The Offer must include the following and be submitted according to the sequence below:

3.1 Tab 1 – General Information

In this Section, Offeror shall provide following information:

- Full company name, address, phone number, and the name and email address of your contact person for the proposal. Do not include additional information.
- Certificate or copy of web-page from the Secretary of State, Arizona Corporation Commission, System for Award Management, business license, or any supporting documentation which shows your firm's legal entity name.

3.2 Tab 2 – Experience Delivering Professional Resume Writing

Provide clear supporting information and documentation demonstrating evidence of Offeror's three years' experience of professional resume writing experience. Provide certifications, if applicable.

3.3 Tab 3 – Experience Conducting In-Person and Virtual Workshops

Provide clear supporting information and documentation demonstrating evidence of Offeror's three years' experience of conducting Group Resume Development Assistance Workshops and/or Group Interviewing Techniques Workshops.

Provide and fully describe proposed workshop curriculum for Group Resume Development Assistance Workshops and/or Group Interviewing Techniques Workshops, including course syllabus and lesson plan for resume.

3.4 Tab 4 – Resumes and Job Descriptions

Submit two separate current job descriptions for each key position delivering service described in the Scope of Work. Job Description(s) should include at a minimum:

- Job Title
- Minimum qualifications for education, training, and experience
- Duties and responsibilities

Submit a resume for each key position which are filled.

Submit at least 3 client recommendations or evaluation from of clients Offeror assisted within the past 2 years.



SECTION IV – SUBMITTALS

CITY OF PHOENIX

3.5 Tab 6 – Other Required Submittals

In this Section, Offeror shall complete and submit the following documents:

- a) Attachment 1 – Bid Price Schedule
- b) Attachment 2 – Fiscal Ability Questionnaire
- c) Attachment 3 – Payment Terms & Options
- d) Attachment 4 – Signed Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions
- e) Attachment 5 – Signed Confidential Information Form
- f) Attachment 6 – References
- g) Attachment 7 – Signed Offer Form
- h) Attachment 8 - Signed Solicitation Conflict & Transparency Disclosure Form
- i) Attachment 9 – Signed Affidavit of Lawful Presence
- j) Attachment 10 – Signed SF424B Assurances Non-Construction Programs

3.6 Tab 7 – Signed Addenda

In this Section, Offeror must acknowledge receipt of all solicitation addenda by signing and submitting the entire addenda with the proposal.