

## REQUEST FOR PROPOSALS

### SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	<b>NFS 20-055</b>
Solicitation Title:	<b>Adaptive Reuse of Care1st Avondale Resource Center</b>
Release Date:	<b>Jul. 8, 2020</b>
Advertisement Dates:	<b>Jul. 8 and Jul. 15, 2020 – Southwest Valley Republic Jul. 9, 2020 – Arizona Republic</b>
<b>NON-MANDATORY</b> Pre-Submittal Conference and Site Visit:	<b>Jul. 22, 2020 10:00 a.m.</b> (local time, Phoenix, Arizona) Please see Vendor Registry for Zoom meeting instruction
Final Date for Inquiries:	<b>Jul. 29, 2020</b>
Proposal Due Date and Time:	<b>Aug. 5, 2020 5:00 p.m.</b> (local time, Phoenix, Arizona)
Shortlist Announced for Oral Interviews:	<b>Aug. 20, 2020</b>
Oral Interviews (if necessary):	<b>Aug. 27, 2020</b>
Target City Council Award Date:	<b>October, 2020</b>
Anticipated Agreement Start Date:	<b>October 26, 2020</b>
RFP Administrator:	<b>Jill Lin</b> <b>JLIN@avondaleaz.gov</b> <b>623-333-2047</b>

\* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

\*\* The City of Avondale reserves the right to amend the solicitation schedule as necessary.

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**PART I. RFP PROCESS; AWARD OF AGREEMENT**

1.1 Purpose; Scope of Work. The City of Avondale (the “City”) is issuing this Request For Proposals (this “RFP”) to find an adaptive reuse for the current Care1st Avondale Resource Center building located at 328 W. Western Ave., the building is anticipated to be vacated in December 2020. The City is seeking proposals (“Proposals”) from qualified, Non-Profit Organizations (“Vendors”) interested in providing professional services that enhance the quality of life or economic vitality of the Avondale community and the surrounding area. The building will be made available to the Vendor at a low or no cost lease. Specifically, the City is seeking a non-profit agency with a proven track record of providing health and/or human services to individuals and families in the Phoenix Metropolitan Area. Special consideration will be given to agencies with a vision that adds to the quality of life and economic vitality of Avondale residents (the “Services”), as more particularly described in the Scope of Work attached to the sample Facility Use Agreement as Exhibit B, and incorporated herein by reference. In accordance with the City’s Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work.

1.2 Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. The City may consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:

- (1) Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Services.
- (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Vendor cannot demonstrate financial stability.
- (4) Vendor’s Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

B. Submittal Quantities. Interested Vendors must submit one PDF copy of the Proposal via the City’s Solicitation Webpage on Vendor Registry. The PDF file must be in one file. Failure to adhere to the submittal quantity criteria shall result in the submittal being determined non-responsive.

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C. Required Submittal. The Proposal shall be a maximum of **15** pages to address the Proposal criteria (excluding cover letter, resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. Vendors are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparation of proposals. The minimum allowable font for the Proposal is **11 pt., Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being determined non-responsive. Each Proposal shall be submitted with the documents necessary to meet all of the requirements of this solicitation, including the information required in Part II and the following:

(1) Cover letter with a **wet ink signature or electronic signature in compliance with Uniform Electronic Signature Act** by a person authorized to bind the Vendor. Proposals submitted without a cover letter with a **wet ink signature** by a person authorized to bind the Vendor may be determined non-responsive.

(2) Vendor Information Form, with a **wet ink signature or electronic signature in compliance with Uniform Electronic Signature Act**.

(3) References.

(4) All documents required in Part II.

(5) Resumes, Licenses and Certifications (if required).

(6) Monthly Facility Rental: City's Economic Development Department will assess the Avondale commercial rental property fair market monthly rental rate per square foot ("sqft") once a year, the new rate will be sent to Consultant 60 calendar days before the contract expiration date, the Consultant will be required to pay a monthly rate equal to ten (10) percent of the published rate multiply by the total square footage of the Center for 12 months.

Current commercial property fair market rate/sqft. in Avondale area is \$6.00 per month. Estimated current monthly payment is 10% \* \$6.00 \* approximately 13,000 square feet = \$7,800 per month.

(7) Acknowledgment page, with a **wet ink signature or electronic signature in compliance with Uniform Electronic Signature Act**, for any Addendum received.

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D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be accepted. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

E. Submittal Requirement. Interested Vendors must submit one PDF copy of the proposal via the City's Solicitation Webpage on Vendor Registry, the City accept electronic submittal only. The PDF file must be in one file. Failure to adhere to the submittal quantity criteria shall result in the submittal being determined non-responsive.

F. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

G. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.

H. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

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

1.4 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed only to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing, via e-mail or hard copy by the date indicated on the cover page of this RFP. Any correspondence related to the RFP shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Due Date and Time. Any Vendor found to be communicating with any member of City staff about this solicitation shall be

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prohibited from submitting a proposal, or if a proposal is received, such proposal shall be deemed non-responsive.

B. Inquiries Answered. All inquiries must be directed to the RFP Administrator. Verbal or telephone inquiries **will not be answered** and Vendors attempting to do so will be directed to submit written inquiries. The RFP Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the City's website at <https://www.avondaleaz.gov/procurement>. The RFP Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. If the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City may issue a written amendment or addendum to this RFP. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFP. Any change to the RFP shall be made in the form of an addendum.

1.5 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum may result in the Proposal being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFP. Any addendum issued by the City with respect to this RFP will be posted on the City's procurement website at <https://www.avondaleaz.gov/procurement>.

1.6 Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will not be deducted from the Proposal Price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

1.7 Federal Excise Tax; Transaction Privilege Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax, or use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item.

1.8 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.9 Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFP

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Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the City Manager, or authorized designee, makes a written determination. The City Manager, or authorized designee shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.

1.10 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. The Vendor shall provide licensure information with the Proposal. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.11 Certification. By submitting a Proposal, the Vendor certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It 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 City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All inquiries must be addressed to the City's RFP Administrator. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

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F. Facility Use Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Facility Use Agreement including the Scope of Work and other Exhibits.

1.12 Award of Agreement.

A. Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the City's standard Facility Use Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

F. Protests. Any Vendor may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.13 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement



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amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a Facility Use Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Facility Use Agreement is included herein.

**PART II. PROPOSAL FORMAT; SCORING**

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with up to three of the highest ranked Vendors based upon the Proposal submittal scoring.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria; there is no minimum number that the Selection Committee must award.

Consultant interested in responding to this Request for Proposal must submit the following information, in the order specified below. **Please use the same section headings.**

A. General Information - 5 pts.

(1) One-page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).

(2) Provide Vendor identification information. The City will only consider proposal submitted by nonprofit organizations, holding a certification from the United States Internal Revenue Service under Section 501(c) of the Internal Revenue Code as amended in 1986 . Vendor shall explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly-owned subsidiary of another company, identify the parent company. Vendor shall provide documentation from Internal Revenue Service indicating the designated nonprofit status 501 (c)(3). Provide the name, address and telephone number of the person to contact concerning the Proposal.

(3) Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.

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(4) Provide a general description of the Vendor's organization, including years in business.

(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Vendor Information Form, with a **wet ink signature or electronic signature in compliance with the Uniform Electronic Signature Act** (may be attached as separate appendix).

B. Experience and Qualifications of the Vendor - 20 pts.

(1) Provide a detailed description of the Vendor's experience in providing various types of social services to community, vendor shall also describe any relating experience with respect to the reuse of the facilities.

(2) Vendor must demonstrate successful completion/operation of at least three similar projects/programs within the past 60 months. For the purpose of this Solicitation, "successful completion" means outcomes that demonstrate meeting community needs, program goals and established metrics for success and growth. Program may be still in operation. Projects or programs must have been implemented for no less than one (1) year. Provide a list of at least three organizations with which you successfully collaborated or partnered and briefly describe the relationship and program. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.

*(5pt.) These references will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the RFP Administrator to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Vendor will lose 5 pts. If the City is unable to verify references due to invalid contact information.*

(3) The RFP Administrator may conduct any investigation deemed necessary to determine the Vendor's ability to perform the project. Vendors may be

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requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

C. Key Positions - 20 pts.

(1) Identify each key personnel member that will render services to the City of Avondale residents including title, responsibilities, relevant experience required and any volunteer components, if applicable, including the proposed project manager and project staff.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their roles will be in providing services to the City.

(3) If a subcontractor will be used for work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

(5) Describe the specific experience of the Respondent's principle staff as it relates to the proposed programs or services.

a. Briefly describe the staffing plan listing key staff with a short description of experience/duties.

D. Project Approach - 30 pts.

Agencies interested in this opportunity should submit an RFP including the following:

(1) Conceptual Proposal: (max. 3 pages)

A Conceptual Proposal: A narrative that describes the proposed need and use of the Building, to include projected use of exterior space surrounding the building, if applicable.

a. Number and size of spaces/rooms

b. layout/floorplan

B. Renovation needs/plan with estimated timeline for completion

2) Financial Proposal: (max. 3 pages)

A. The awarded vendor shall be responsible for the cost of Center Renovation and all maintenance and repair costs of the Center. including but not limited to:

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- a. Custodial and Cleaning Services
  - b. Utilities, Telecommunications charges
  - c. Repair due to normal wear and tear and maintain a record of all repairs and maintenance and provide a copy to the City on an annual basis
  - d. Signage
  - e. Ongoing maintenance and repair of building systems to include HVAC, plumbing, electrical etc. Have the HVAC, plumbing and electrical inspected by a licensed inspector each year and provide a copy of the inspection to the city.
  - f. All renovations to the building must be approved by the City and routine inspections by City staff must be allowed.
  - g. Owner will be responsible for Capital expenses. Capital expenditures are a long-term investment, meaning the assets purchased or improved with a value greater than \$5,000. Types of capital expenditures can include purchases of equipment, building systems and major repairs. Tenant shall obtain three (3) quotes and provide them to the City. The City will determine if the quotes are valid and if the valid lowest quote is greater than \$5,000.
  - h. Bird control is Tenant's responsibility, bird control is required to protect the roof, health and safety of the Tenant and visitors.
  - i. Groundskeeping is Tenant's responsibility, Tenant shall provide landscaping service to ensure the landscape is neat and attractive, and make sure the parking area remains weed and debris free.
- B. Financial proposal demonstrating the Respondent's financial capacity to:
- a. Renovate, furnish and maintain the Building and its exterior
  - b. Support ongoing operations of proposed services/programming
- C. Include as exhibits with submission:
- a. Most recent independent audit report
  - c. List of current board members
- (3) Programmatic Proposal: (max. 6 pages)
- A. Provide a summary description of the program(s) or service(s) to be offered. This summary description shall include:
- a. Detailed narrative of the type(s) of programs that will be offered. Include expected outcomes, target population
  - b. Demonstrated need for the type(s) of programs/services being proposed and the target population

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- c. A history of success or proven track record in providing the proposed services
- d. Detailed marketing and outreach plan
- e. Evidence of collaborations and partnerships with other organizations including the City of Avondale

E. Project Schedule - 25 pts.

Provide a project schedule showing key project/program milestones and deliverables. The schedule shall demonstrate Vendor's ability to meet the designated milestones as listed below. All Services of the successful Vendor must be fully implemented within 90 days after the Notice to Proceed has been issued by the City and demonstrate measurable outcomes within 6 months and at the end of year one as described in the Vendor's proposal in order to be considered for renewal of this agreement. Assumptions used in developing the schedule shall be identified and at a minimum the proposed schedule shall include the following dates at the minimum:

- (1) Contract Award Date
- (2) Notice to Proceed Date
- (3) Proposed Kick-Off Meeting
- (4) Turn in the 1<sup>st</sup> month rent and deposit
- (5) Phase I – Renovation – limited to reconfiguration of interior spaces or as approved by the City. Renovations that change the building footprint or are deemed not to be in the best interest of the City will not be allowed. All renovations must have city approval prior to implementation.
- (6) Phase I – Renovation Completed
- (7) Phase I – Confirm staff schedule
- (8) Phase II – Move-in
- (9) Phase II – Open door, begin marketing programs/services
- (10) Phase III – Programs Operational with quarterly measurable milestones/goals outlined.

**Total Possible Points for Proposal:**

**100**

**PART III. ORAL INTERVIEWS; SCORING**

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews.

**Oral Interview**

- 20 Experience and Qualifications of the Vendor
- 40 Key Positions

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<u>40</u>	Project Approach
<b>100</b>	<b>Total Possible Points for Oral Interview</b>

<b>Total Points Possible for this RFP:</b>	<b>200</b>
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PART IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Facility Use Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

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\_\_\_\_\_  
VENDOR SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY            STATE            ZIP

\_\_\_\_\_  
DATE

WEB SITE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

ARIZONA CORPORATION COMMISSION FILE NO. \_\_\_\_\_

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SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- \_\_\_\_\_ Small Business Enterprise (SBE)
- \_\_\_\_\_ Minority Business Enterprise (MBE)
- \_\_\_\_\_ Disadvantaged Business Enterprise (DBE)
- \_\_\_\_\_ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

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**FACILITY USE AGREEMENT BETWEEN  
THE CITY OF AVONDALE AND**

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THIS FACILITY USE AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2020, between the City of Avondale, an Arizona municipal corporation (the "City") and \_\_\_\_\_, a(n) \_\_\_\_\_ (the "Consultant") relating to the use of space at the Care 1st Avondale Resource and Housing Center (the "Center"). The City and the Consultant are referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. The City issued a Request for Proposals, NFS 20-055 Adaptive Reuse of Care 1st Avondale Resource Center (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from vendors for \_\_\_\_\_ (the "Services").

B. The Consultant responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the Services.

C. The Consultant facilitates the \_\_\_\_\_ Program (the "Program") and desires to utilize space at the Center to provide \_\_\_\_\_ (the "Services").

D. The City and the Consultant desire to enter into this Agreement to establish the Parties' rights and responsibilities with respect to the Consultant's use of the Center.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until \_\_\_\_\_, 2021 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Contract may automatically renew for up to four successive one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The City of Avondale Procurement Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Avondale Procurement Office will determine whether the requested price increase or an alternate option is in the best



SECTION A

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interest of the City. Any price adjustment will be effective upon the effective date of the contract extension. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

2. Consultant's Rights and Responsibilities.

2.1 Facility Use. Consultant shall utilize the Center to facilitate the Program and provide the Services to the public set forth in the scope of work attached hereto as Exhibit B. The Consultant shall, at its sole cost and expense, provide all materials including but not limited to supplies, internet, TV, water and electricity necessary for the Program to perform the Services. The City has no obligation to provide materials or supplies to the Consultant.

2.2 Program Staff. Consultant shall provide Program staff described in the Proposal to work at the Center. Consultant shall be responsible for all wages, salaries and benefits of the Program Staff. Consultant shall also be responsible for workers' compensation, FICA, federal and state taxes and other related expenses.

2.3 Marketing.

A. Promotion. Consultant may promote any human services program available to City of Avondale residents. Consultant's website and directory listing shall identify the main Center phone number as the central point of contact for the Program. Program staff shall incorporate the Center's name into the greetings used to answer incoming Program calls routed to the Center from the Program's toll-free number.

B. Events. The Consultant may participate in the annual Resource and Health Fair. Consultant may work with the Neighborhood and Family Services Department ("NFS") to market the event through Consultant's programs and outreach efforts year round.

2.4 Reporting. Consultant shall provide bi-annually or quarterly progress reports to the City, Neighborhood and Family Services Department will determine the frequency after the contract is awarded. Reports shall detail the volume and type of Program Services being provided to participants. Monthly reports shall also identify the number of new participants to the Center. Consultant agrees to adhere to the Arizona Department of Health Services (the "ADHS") policy on information sharing. Consultant shall obtain prior written authorization from ADHS before disclosing information to the City in accordance with this subsection. The Program shall take the necessary precautions to ensure that disclosure of information to the City is not in violation of the Health Insurance Portability and Accountability Act of 1996 or any other state or federal law.

2.5 Maintenance. Consultant is responsible for maintaining its own property, furniture, furnishings, business equipment, computer systems, phone lines and cellular telephones. Consultant shall be responsible for maintain and repair the Center including but not limited to all major building systems such as HVAC, plumbing, electrical, roof and grounds. Consultant is required to open the Center and work with city Facilities Staff for routine inspections, and willing

**SECTION A**

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to follow standards for maintenance as outlined by Facilities Staff at its own expense during the term of this Agreement. Consultant shall clean up any waste or spills and pick up any equipment placed in the Center by the Consultant after each use.

2.5.1 Consultant shall provide a copy of annual HVAC inspection by a licensed contractor and include a record of repairs and maintenance made during the year. This helps the City to track the life expectancy of the units. The report shall be emailed to Joel Evans, Facilities Manager, jevans@avondalez.gov.

2.6 Renovation. Consultant shall submit plans to the City for improving or modernizing the Center, and Consultant is responsible for all renovation cost, and Consultant shall fully comply with all applicable local, County and State laws and regulation and obtain all permits required for completion of the renovation.

3. Monthly Facility Rental Fee. City's Economic Development Department will assess the Avondale commercial rental property fair market monthly rental rate per square foot once a year, the new rate will be sent to Consultant 60 calendar days before the contract expiration date, the Consultant will be required to pay a monthly rate equal to ten (10) percent of the published rate multiply by the total square footage of the Center for 12 months.

Year 1 2020 to 2021: Commercial property fair market rate/sqft in Avondale area is \$6.00 per month. Estimated year 1 monthly payment is  $10\% * \$6.00 * \text{approximately } 13,000 \text{ square feet} = \$7,800$  per month.

4. Information Technology. Consultant may install a network and telecommunications infrastructure at the Center for use by Program Staff in performance of the Services (the "Program System"). The Program System will remain separate from the City's network and telecommunications infrastructure. Consultant shall be responsible for the design, installation and support of the Program System, including the costs of all software, business systems, licenses and user support services. All work associated with the installation and maintenance of the Program System must be completed under the supervision and approval of the City's Information Technology Department (the "City IT") and the City Facilities Division. The City's IT Department shall not provide support for the Program System. Upon termination of this Agreement, Consultant shall remove or cause to be removed the Program System and all related equipment and materials from the Center. Consultant shall be responsible for any damage to the City's network and telecommunications infrastructure, equipment or facilities caused by the removal of the Program System.

5. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each Council Member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions,

in connection with the work or services of the Consultant, its officers, employees, agents or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

6. Insurance.

6.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant

shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title of this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- 1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

- a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 IO 03 97 or equivalent.
  - b) Auto Liability - Under ISO Form CA 20 48 or equivalent.
  - c) Excess Liability - Follow Form to underlying insurance.
- 2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.
- 3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.
- 4) If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

6.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products- completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01O 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 IO 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the

performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "I" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above. Confidential information such as the policy premium or proprietary information may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement.

D. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

6.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled or be materially changed without 30 days' prior written notice to the City.

7. Termination; Cancellation.

7.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City.

7.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In

the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

7.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

7.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

7.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

## 8. Miscellaneous.

8.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement. Consultant is neither prohibited from entering into other contracts nor prohibited from providing its services elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

8.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

8.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

8.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

8.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

8.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

8.7 Entire Agreement: Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

8.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

8.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the



**SECTION A**

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prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

8.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

8.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

8.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:                   City of Avondale  
  11465 West Civic Center Drive Avondale,  
  Arizona 85323  
  Attn: Charles A. Montoya, City Manager

With copy to:                   City of Avondale  
  11465 West Civic Center Drive  
  Avondale, Arizona 85323  
  Attn: Procurement Officer

  City of Avondale  
  11465 West Civic Center Drive  
  Avondale, Arizona 85323  
  Attn: City Attorney

If to Consultant:               \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

Attn: \_\_\_\_\_

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

8.13 Confidentiality of Records. In accordance with subsection 2.4 above, Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers or employees, except as required to perform Consultant's duties under this Agreement. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement. Consultant is responsible for maintaining private and sensitive information in a secure manner, meeting all legal requirements. Consultant and City agree that the City shall not bare any responsibility nor liability for any data breach or loss involving Consultant.

8.14 Records and Audit Rights. To ensure that Consultant and its subcontractors are complying with the warranty under subsection 7.15 below, Consultant's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 7.15 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant

SECTION A

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shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

8.15 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

8.16 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meaning set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 12.2 above.

[SIGNATURES ON FOLLOWING PAGES]

**CITY OF AVONDALE**  
**NEIGHBORHOOD AND FAMILY SERVICES DEPARTMENT**  
**NFS 20-055**

**SECTION B**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

**“City”**

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
Charles A. Montoya, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Marcella Carrillo, City Clerk

**“Consultant”**

\_\_\_\_\_  
a(n) \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A  
TO  
FACILITY USE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND

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[Consultant's Proposal]

See following pages.

EXHIBIT B  
TO  
FACILITY USE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND

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[Scope of Work]

See following page(s).

SCOPE OF WORK

ADAPTIVE REUSE OF CARE1ST AVONDALE RESOURCE CENTER  
NFS 20-055

1. Purpose. The City of Avondale (the “City”) is issuing this Request for Proposal (“RFP”) to find an adaptive re-use for the current Care1st Avondale Resource Center building (“Building”) located at 328 W. Western Ave. The City is soliciting proposals from non-profit agencies (“Agencies”) for the adaptive re-use of the Building, which is anticipated to be vacated in December 2020, with the intention of providing the facility at a low – no cost lease. Specifically, the City is seeking a non-profit agency with a proven track record of providing health and/or human services to individuals and families in the Phoenix Metropolitan Area. Special consideration will be given to agencies with a vision that adds to the quality of life and economic vitality of Avondale residents.
2. Intent. The City wishes to explore the possibility of establishing (a) partnership(s) or agreement(s) for facility operation and service delivery. Services provided by interested parties should address one or more of the following program priority areas: academic achievement, workforce readiness, small business incubation, early childhood education, post-secondary education, before or after school programming, entrepreneurship, or fill a community need/service gap in the area of health and human services.
3. Goals. Generally, the City has the following goals:
  - 3.1. Collaborate/partner with an Agency that will help meet community needs while enhancing the quality of life for Avondale residents and the Southwest Valley.
  - 3.2. Make use of the space while positively impacting the surrounding community.
  - 3.3. Explore the feasibility of contracting or partnering with a qualified organization(s) for the design and delivery of programs and services that improve educational outcomes, provide assistance to small businesses or startups and/or enhance the quality of life for Avondale residents.
4. Background. Located within the City’s historic core and across the street from the Avondale Elementary School District Offices and Michael Anderson Elementary School, the Building is just west of Central Avenue in the City’s Historic District. Originally built to house the City’s first library, the Building, which includes two separate structures, was subsequently vacated in 2007 when a new library site was built to meet the growing needs of Avondale’s growing population. Since 2009 the Building has housed the Care1st Avondale Resource Center, a hub of health and human services for the southwest valley. It is anticipated that the Building will become vacant in December of 2020 when the Care1st Avondale Resource Center will move into a new building.

**SECTION C - PPVF**

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5. Building Details. The Building is a total of approximately 13,000 square feet, with the main building providing 8,465 square feet with a small outdoor atrium in the middle and the neighboring building provides an additional 4,535 square feet of space. There are restroom facilities in both structures and 37 parking spaces, 5 of which are covered.