



**Request for Proposal**

**For**

**Mental Health and Wellness for First Responders**

**MAYOR AND COUNCIL:**

Phil Goode, Mayor

Connie Cantelme, Council Member

Lois Fruhwirth, Council Member

Ted Gambogi, Council Member

Brandon Montoya, Council Member

Eric Moore, Council Member

Cathey Rusing, Council Member

**CITY CLERK:**

Sarah Siep

## **Request for Proposals (RFP)**

### **Mental Health and Wellness for First Responders**

DESCRIPTION: The City of Prescott (City) is seeking proposals from qualified firms to provide a comprehensive Mental Health and Wellness Program for the City's first responders to include mental health care, mental performance, awareness training, resiliency training, peer support, stress debriefing, stress management and referral/navigation services. The successful firm(s) will provide Mental Health and Wellness Program services, In a variety of mediums, aimed to sustain and improve first responder health.

The City has approximately 200 first responders.

**BID OPENING: Thursday, April 18, 2024, at 2:00pm City Council Chambers 201 N. Montezuma Street, 3<sup>rd</sup> floor, Prescott, Arizona 86301**

In accordance with local and State law, sealed bids will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful in any contract with the City.

This solicitation, full submittal information and any addenda are available free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: March 3 and 10, 2024

# Request for Proposals (RFP)

## Mental Health and Wellness for First Responders

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## **I. GENERAL INFORMATION**

The City of Prescott (City) is seeking proposals from qualified firms to provide a comprehensive Mental Health and Wellness Program for the City's first responders to include mental health care, mental performance, awareness training, resiliency training, peer support, stress debriefing, stress management and referral/navigation services. The successful firm(s) will provide Mental Health and Wellness Program services, in a variety of mediums, aimed to sustain and improve first responder health. First responders will include but not limited to the Fire Department (FD), Police Department (PD), Prescott Regional Communication Center (PRCC) and other special circumstances for the City of Prescott Human Resource department. Multiple contracts may be awarded for the City to have a primary and secondary firm on hand.

The City has approximately 200 first responders.

### **A. SCOPE OF WORK**

Awarded Firm shall provide the following services:

- Annual electronic mental health assessments to be provided and completed by each employee prior to their scheduled counseling appointment.
- Annual mental wellness counseling sessions for all employees to be 45 – 60 minutes each and to include the following:
  - Intake interview conducted by a certified mental healthcare provider.
  - Review initial assessments and outcomes.
  - Review high-stress incident logs for each employee.
  - Overall mental health evaluation.
  - Make final recommendations for mental health and resilience wellness plan.
  - Make longitudinal assessments based on each annual evaluation.
- Personalized wellness plan to be created for each employee.
- Employee Assistance Programs (EAP) provide referrals based on interviews and evaluations with employees. (The first 12 visits, per incident, through EAP are free.)
  - Serve as a triage point to ensure that the City of Prescott complies with applicable laws and regulations, such as the Craig Tiger Act, while maximizing utilization of case-appropriate care, insurance, and referrals.
- Provide clinical supervision for peer support teams for both Prescott PD and Prescott Fire to include, at a minimum:
  - Quarterly clinical meetings to discuss trends
  - Ongoing training to meet state and peer support program guidelines
- Provide interactions between public safety personnel and clinicians on an annual basis, such as ride-a-longs, Q&A sessions, and participation on interview panels and appearances at department events.
- Provide, as needed, 24 hours a day 7 days a week counseling for first responders, peer support, stress debriefing, stress management and referral/navigation services.

- Intake interview conducted by a certified mental healthcare provider.
- Review initial assessments and outcomes.
- Review high stress incident logs for each employee.
- Overall mental health evaluation.
- Make final recommendations for mental health and resilience wellness plan.
- Make longitudinal assessments based on each annual evaluation.
- Availability to respond to requests for in-person mediation and navigation of counseling-related issues.
- All health records for employees shall be maintained in HIPAA compliance.
- Craig Tiger Act benefits management assistance to be provided to employees as needed, based on interviews and outcomes.
- Counseling space may be provided by the City.
- App Submittal for employees
- Telehealth Meetings may be considered as an option.
- Fit-for-duty evaluations and pre-employment evaluations for PD, FD and PRCC.
- Independent Medical Exams – facilitate any needs for an IME based on requests from Human Resources as required by Workman’s Compensation.
- Training Sessions for First Responders to include handouts and information documentation, to include but not limited to:
  - CISDs
  - Craig Tiger Act
  - Sudden death of a PD/FD/PRCC member
  - Traumatic death to an employee(s) family member.
  - Significant injury to an employee during their work duties.
  - Significant loss of life from an emergency incident that an employee directly responded to.
  - Employee declaring or acting upon suicidal ideations.
  - Provide consultation and general advisement to the City of Prescott human resources department, FD, PD, and PRCC.
  - Peer mental health oversight/support Trainings

## **B. MINIMUM QUALIFICATIONS**

### **Responding firms must meet the following minimum qualifications:**

- Services and providers should meet National Fire Protection Agency (NFPA) 1500 and NFPA 1582 standards, most recent edition.
- Firm shall have at least three (3) years of experience providing mental health care to first responders and be able to demonstrate culturally competent care.
- Firm must be licensed and credentialed in the State of Arizona to provide clinical mental health services.

- Firm must be able to provide relevant modalities, to include Eye movement desensitization and reprocessing (EMDR), and referrals to other trauma related mitigation.
- Firm shall possess in-depth knowledge of the City personnel and their roles and responsibilities as first responders.
- Firm must be able to respond as needed for critical incidents within one (1) hour of request by City personnel. Critical incidents are defined by the City.
- The provider must have the ability to schedule one-hour appointments, with up to 116 PD plus 80 Fire appointments per year and have the capacity to respond to call outs for on-scene support.
- The provider must not have had any contracts terminated for cause or terminated for default by a government agency in the five years prior to the proposal submittal date.
- The provider must not have had any lawsuits with judgments against the Proposer in the five years prior to the Proposal submittal date.
- The City may use federal funding for these services. Therefore, the provider must not be suspended or debarred from doing business with the federal government.

### **C. SAFEGUARDING PERSONAL INFORMATION**

- Personal information collected, used, or acquired in connection with this contract shall be used solely for the purposes of this contract. The Firm agrees not to release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent of the entity or as provided by law.
- The Firm agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. The City reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the Firm through this Contract. To the extent required by law, the Firm shall certify the return or destruction of all personal information upon expiration of this Contract.
- Any breach of this Section may result in termination of the Contract and the demand for return of all records in connection with this Contract. The Firm agrees to indemnify and hold harmless the City for any damages related to the Firm's unauthorized use or disclosure of personal information.
- The provisions of this Section shall be included in any Firm's subcontract(s) relating to the services provided under this Contract.
- "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 160.103 as currently drafted and subsequently amended or revised and other

information that may be exempt from disclosure to the public or other unauthorized persons under either Chapters 42.56, 70.02, 70.24, 70.96A and 71.05, 42 CFR Part 2, and other federal and state statutes and regulations governing confidentiality or disclosure.

**D. PROPOSED PROJECT SCHEDULE**

Project milestones are estimated to be as follows:

- Request for Proposal Advertised                                March 3 & 10, 2024
- Proposal Due Date/Opening                                        April 18, 2024
- Award of Contract    May 2024

All milestones are the earliest dates for planning purposes only and should not represent any contractual commitment whatsoever on the part of the City.

**E. REQUESTS FOR INFORMATION**

Firms who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

Melissa Busby  
Purchasing Manager  
[melissa.busby@prescott-az.gov](mailto:melissa.busby@prescott-az.gov)

Requests for information must be received by the project representative **prior to 5:00 PM on Tuesday, April 9, 2024**. Responses, or addenda as required, will be issued no later than 12:00pm (noon) on Monday, April 15, 2024. Receipt of addenda must be acknowledged on the required form in the firm's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

**II. SUBMITTAL REQUIREMENTS**

Firms shall possess the qualifications and Arizona licenses as required by law. Responses to this Request must be in the form of a proposal, as outlined in this document. The City assumes no liability for the cost of preparing a response to this Request.

Any deviations from the provisions of this Request which are desired by the Offeror shall be specifically noted in the proposal submitted.

**A. PROPOSAL REQUIREMENTS**

Proposals shall be submitted as one (1) original with one (1) flash drive and must conform to this Request. The proposal shall include the following:

- Form A – Solicitation Response Cover Sheet
- Form B – Price Sheet
- Form C – Bid Certification

- Form D – Non-Collusion Certificate
- Form E – Certificate of Ownership
- Form F – Bidder Qualifications, Representations and Warranties
- Form G – Proposal Questionnaire

## **B. INSTRUCTIONS FOR SUBMITTAL FORMS**

- **Form A – Solicitation Response Cover Sheet**  
Bidder shall complete, sign, and submit Form A as the first page of the bid package.
- **Form B – Price sheet**  
The bidder shall certify that its bid will be valid for 90 days after submission. Bidders may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.
- **Form C – Bid Certification**  
Bidder shall complete, sign, and submit Form C.
- **Form D – Non-Collusion Certificate**  
Bidder shall complete, sign, and submit Form D.
- **Form E – Certificate of Ownership**  
Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.
- **Form F – Bidder Qualifications, Representations and Warranties**  
The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to fulfil the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such an evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.



The Bidder shall provide two (2) references and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign, and submit Form F.

- **Form G – Proposal Questionnaire**

This form is a list of questions that need to be answered on your firm’s letterhead with supporting documentation. This is to be no more than 10 pages. You can utilize the ten 10 pages anyway you would like to supply the answers to all the questions being asked.

**C. DISCLOSURE**

Identify any public or private disciplinary actions against your firm or individuals within your firm that occurred within the past five (5) years and would be relevant to this contract. This includes action by professional organizations or oversight committees.

Report any significant material litigation information that would be relevant to this contract.

Disclose any investigation (involving your firm or individuals) conducted in the past five (5) years of any federal or state regulatory agency that might have an impact on this contract.

**D. PROPRIETARY INFORMATION**

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Firms shall clearly mark any proprietary information contained in its submittal with the words “Proprietary Information”. Firms shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Firms should be aware that the City is required by law to make its records available for public inspection. All firms, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the firms in the event that the City must legally disclose these materials.

**E. DELIVERY OF SUBMITTALS**

Sealed proposals will be received **before 2:00 PM on Thursday, April 18, 2024**, at the **City Clerk’s Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened.

Any submittals received at or after 2:00 PM on the above-stated date will be returned unopened. Firms are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The city will not accept delivery of the bid to any other city locations. The time and date stamp in the City Clerk’s Office shall be the official time of receipt. Electronic or

facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00 PM deadline.

The outside of the submittal envelope shall indicate the name and address of the Respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Request for Proposals:  
Mental Health and Wellness for First Responders  
Due before 2:00 PM on April 18, 2024**

**III. EVALUATION CRITERIA**

The sole purpose of the proposal evaluation process is to determine which solution best meets the City of Prescott’s needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide the best solution for Prescott’s current and future needs based on the information available and Prescott’s best efforts of determination.

The proposal evaluation criteria should be viewed as standards that measure how well a proposer’s approach meets the desired requirements and needs of the City of Prescott. While the City intends to evaluate the proposals against all of the following criteria, the City reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the list below.

The following selection criteria will be used to evaluate the proposer responses to the RFP. A percentage is assigned to each criterion thereby providing a weight to the importance of the criteria in the overall selection.

<b>Evaluation Criteria</b>	<b>Weight Percentage</b>
Experience and Proven cultural competency in mental health services for public safety personnel.	40 %
Price – Reasonableness of proposed costs, fees, and expenses for services.	30 %
Completeness and quality of the response as outlined in the RFP. Including the questions in Form G.	10 %
Quality and Depth of references – reference adequately substantiated proposers’ ability to deliver proposed services.	20 %
<b>Total</b> (not to exceed 100%)	<b>100%</b>

**IV. CONTRACT NEGOTIATION AND AWARD**

To qualify the proposal must be submitted on time and materially satisfy all requirements identified in this Request. If, in the judgment of the City, a proposal does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

**A. OVERVIEW**

Approval of the City Council will be required for the award of a contract for performance of the services described herein.

The City reserves the right to cancel this Request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into contract as specified if determined by the City to be in the City’s best interests.

**B. AWARD OF CONTRACT**

The selected company/firm(s) will be required to execute and meet the terms of the City’s standard General Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will be required for award of a contract for performance of the services described herein and as may additionally be developed during negotiations. Any contract award submitted to the City Council for consideration is not binding on the City until after approval by the City Council and full execution of the contract documents by both parties.

**C. BASIC INSURANCE REQUIREMENTS**

The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy, or policies of liability insurance with the following coverage:

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability, and XCU coverage.

General Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Legal Liability (Damage to Rented Premises)	\$ 100,000 (if applicable)

The policy shall be endorsed to include the following additional insured language:  
“The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional.”

Professional Liability (Errors and Omissions Liability)	
Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Professional warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.  
Combined Single Limit (CSL) \$ 1,000,000

Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Firm even if those limits of liability are in excess of those required by this Contract.

Additional Insured:

**City of Prescott**  
**201 N. Montezuma Street**  
**Prescott AZ 86301**

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

All certificates required by this Contract shall be emailed directly to [coi@prescott-az.gov](mailto:coi@prescott-az.gov) AND [contracts@prescott-az.gov](mailto:contracts@prescott-az.gov) . The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors, and employees for damages covered by property insurance during and after completion of the Services.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material for compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

#### **V. TERM OF CONTRACT**

The initial term of the contract shall be for a period of two (2) years. The contract may be extended for an additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Firm /Supplier. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least one (1) month prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

#### **VI. TERMINATION OF CONTRACT**

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days' written notice. In such a case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

#### **VII. COOPERATIVE USE OF CONTRACT**

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

## **VIII. PROTEST POLICY**

Any protest against the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after award. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful firms. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

## **IX. STANDARD INFORMATION**

- A.** In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Division.
- B.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.
- C.** Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.
- D.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Firm further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- E.** The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other

state or federal statute, court rule, case law or common law. The Firm further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

- F.** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- G.** This Agreement is non-assignable by the Firm unless by subcontract, as approved in advance by the City.
- H.** This Agreement shall be construed under the laws of the State of Arizona.
- I.** This Agreement represents the entire and integrated Agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Firm. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- J.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- K.** INDEMNIFICATION: To the fullest extent permitted by law, the Firm shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Firm, its employees, agents, or any tier of subcontractors in the performance of this Contract, Firm's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Firm or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Firm may be legally liable.
- L.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever,

other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

**M. Contractor Immigration Warranty (if applicable)**

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees”.

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (“Subcontractors”) will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”).

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor’s Immigration Warranty. The contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

**N. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.**



**O.** Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Supplier certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People' s Republic of China
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
3. Any Contractor / Supplier subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Firm / Supplier becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Firm / Supplier does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

**P.** Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
  - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**Q.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.

**R.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for

which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments.



## **Professional Services Agreement / Contract**

**for**

### **Mental Health and Wellness for First Responders**

**Contract No. \*\***

WHEREAS the City of Prescott (hereinafter referred to as “City”) is in need of certain services; and

WHEREAS, the City has solicited Requests for Qualifications in accordance with local and State Law; and

WHEREAS \*\* (hereinafter referred to as “Professional”), has expertise in providing \*\* services.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That Professional shall provide the services to the City in relation to the Mental Health and Wellness for First Responders as indicated in the Request for Proposal (RFP), and as accepted by the Mayor and Council per the Council Minutes of \*\*), and as requested by the City Human Resource Director (hereinafter referred to as “Director”).
2. In addition to those services identified in the RFP, the Professional shall also perform all subordinate tasks not specifically referenced in the RFP, but necessary for the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide a sufficient number of qualified personnel to perform any and all services as required herein, including but not limited to inspections and the preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in the RFP shall be completed to the satisfaction of the City and shall be performed in compliance with the City and Scheduling.
5. The initial term of the contract shall be for a period of two (2) years. The contract may be extended for an additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Firm /Supplier. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least one (1) month prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this

Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.

7. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.
8. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott	**
201 N Montezuma Street	**
Prescott, AZ 86301	**
<a href="mailto:contracts@prescott-az.gov">contracts@prescott-az.gov</a>	**

9. It is expressly agreed and understood by and between the parties that the Professional is an independent contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
10. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
11. (A) The City shall pay to Professional a total sum of \*\* dollars and \*\* cents (\$\*\*) for all services specified in this Agreement.  
(B) The foregoing sum includes payment for any and all services to be rendered by Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or subcontractors retained by the Professional.  
(C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in the RFP. Should the City request in writing additional services beyond that specified, then the Professional shall charge, and City shall pay Professional in accordance with the price sheet form B attached.

(D) Prior to the final payment to the Professional, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Professional and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Professional shall bill the City per service for the fee due to the Professional, based upon an hourly/flat rate for services/work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. The City shall pay such billings within thirty (30) days of the date of their receipt.

12. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
13. This Agreement shall be construed under the laws of the State of Arizona.
14. All services/work products of the Professional for this contract are instruments of service for this contract only and shall remain the property of the City whether the contract is completed to full term or not. All information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other services/work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the services/work.
15. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
16. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
17. This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
18. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
19. Subject to the limitations of A.R.S. § 34-226, the Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees, and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities,

expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

20. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
21. (A) Changes in Services/work: The City, without invalidating the Contract, may order additional/extra services/work, make changes by altering, or delete any portion of the services/work as specified herein, or as deemed necessary or desirable by the Director. All such services/work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or additional/extra services/work.
- (B) Additional/extra services/work shall be that services/work not indicated or detailed on the Scope of Work and not specified. Such services/work shall be governed by all applicable provisions on the Contract Document.
- (C) In giving instructions, the Director shall have authority to make minor changes in the services/work, not involving additional/extra cost, and not inconsistent with the purposes of the services/work. No additional/extra services/work or change shall be made unless in pursuance of a written order by the Director and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.
- (D) Payment for any change ordered by the Director which involves services/work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said services/work being performed.
- (E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the Director, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the services/work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.
- (F) If the Professional claims that any instructions involve additional/extra cost under this Contract, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services/work. No such claim shall be valid unless so made. The Professional shall do such additional/extra services/work therefore upon receipt of an accepted Contract Amendment or other written order of the Director and in the absence of such Contract Amendment or other written order of

the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments must be approved by the Director. Contract Amendments over \$50,000.00 must be approved by City Council.

22. Insurance Requirements: The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all services/work under this Agreement, a policy, or policies of liability insurance with the following coverage:

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability, and XCU coverage.

General Aggregate	\$ 2,000,000	
Products – Completed Operations Aggregate	\$ 2,000,000	(if applicable)
Personal and Advertising Injury	\$ 1,000,000	(if applicable)
Each Occurrence	\$ 1,000,000	
Fire Legal Liability (Damage to Rented Premises)	\$ 100,000	(if applicable)

The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional.”

Professional Liability (Errors and Omissions Liability)

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

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Professional warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time services/work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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Prior to commencing services/work under this Agreement, the Professional shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:  
City of Prescott  
201 N. Montezuma Street  
Prescott AZ 86301**

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

All certificates required by this Contract shall be emailed directly to [coi@prescott-az.gov](mailto:coi@prescott-az.gov) AND [contracts@prescott-az.gov](mailto:contracts@prescott-az.gov). The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors, and employees for damages covered by property insurance during and after completion of the Services.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

23. The Professional, with regard to the services/work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to



Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

#### 24. Professional Immigration Warranty

Professional understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Professional must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees”.

Under the provisions of A.R.S. § 41-4401, Professional hereby warrants to the City that the Professional and each of its sub-contractors (“Sub-contractors”) will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter “Professional Immigration Warranty”).

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Professional or Sub-contractors’ employee who works on this Contract to ensure that the Professional or Sub-contractor is complying with the Professional Immigration Warranty. Professionals agree to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of subcontractors to ensure compliance with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.

Neither the Professional nor any Sub-contractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Sub-contractor establishes that it has complied with employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Article must be included in any contract the Professional enters into with any and all of its Sub-contractors who provide services under this Contract or any sub-contract. “Services” are defined as furnishing labor, time, or effort in the State of Arizona by a professional or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

#### 25. Professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.

26. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.
27. Israel: Company certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.
28. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35-394, Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
  4. The forced labor of ethnic Uyghurs in the People' s Republic of China
  5. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
  6. Any Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.If the Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.
29. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
  1. The Company will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.
  2. Affirmative steps shall include:
    - f. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
    - g. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
    - h. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
    - i. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
    - j. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
30. In the event of a discrepancy between this Agreement and Exhibit “A”, this Agreement shall control over Exhibit “A”.
31. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which

the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

DATED: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

PROFESSIONAL

City of Prescott, a municipal corporation

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Philip R. Goode, Mayor

By: \_\_\_\_\_  
(Printed Name)

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

Email: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarah M. Siep, City Clerk

\_\_\_\_\_  
Joseph D. Young, City Attorney

**Form A – Solicitation Response Cover Sheet**



**Solicitation Response**

**Mental Health and Wellness for First Responders**

Checklist for documentation needed:

- Addenda Number(s) Received (if any) .....
- Original Forms A through G Pages 28 – 35 with backup documentation
- Flash Drive with all documentation requested on it.

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Business Phone: (\_\_\_\_\_) \_\_\_\_\_

Business Contact: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Firm/Company Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FORM B – PRICE SHEET**



**Mental Health and Wellness for First Responders**

<b>Item #</b>	<b>Description</b>	<b>Hourly Rate</b>	<b>Flat Rate</b>
<b>Labor Rates</b>			
1	Annual electronic mental health Assessment (flat rate per person)	N/A	
2	Annual Mental Wellness Counseling Session (flat rate per person)	N/A	
3	Personalized Wellness Plan per person (flat rate per person)	N/A	
4	Counseling Services for First Responders, peer support, stress debriefing, stress management and referral/navigation services, during business hours (Sun - Sat 8:00AM to 5:00PM)		
5	Counseling Services for First Responders, peer support, stress debriefing, stress management and referral/navigation services, Outside normal business hours		
6	Training and Presentations		
7	Pre-Employment Psychological Examinations		
8	Fit for Duty Examinations		
9	Other Specify:		
10	Other Specify:		
11	Other Specify:		
12	Other Specify:		
13	Other Specify:		
14	Other Specify:		

FORM C – BID CERTIFICATION



**Mental Health and Wellness for First Responders**

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

The undersigned Bidder hereby certifies as follows:

C1 That he/she has read The City of Prescott’s solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Issue Date
_____	_____
_____	_____

C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C3 That the Bidder’s bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment: Attachment – Subcontractor’s List

C4 That the Bidder’s bid is valid for 90 days.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
Email Address

FORM D – NON-COLLUSION CERTIFICATE



**Mental Health and Wellness for First Responders**

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

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
Email Address

FORM E – CERTIFICATE OF OWNERSHIP



**Mental Health and Wellness for First Responders**

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

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
Email Address



**FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES**



**Mental Health and Wellness for First Responders**

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

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as an Attachment, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform the requirements of the proposed agreement. The list shall include the firm’s name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. The Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation for satisfactory performance. The Bidder’s ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Reference #2

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment, and facilities necessary to perform. The bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. The bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by the City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
Email Address

**FORM G – PROPOSAL QUESTIONNAIRE**



**Mental Health and Wellness for First Responders**

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

Please attach information on company letter and supporting documentation to the following questions (also include in the flash drive) No more than 10 additional pages:

1. Briefly describe your firm and its history, to include years of experience.
2. Describe your firm's qualifications to provide the city's mental health and wellness program for first responders.
3. Identify Key personnel to be assigned to this contract and each person's specific role.
4. Provide professional credentials and relevant experience for all key personnel. Providers must be familiar with NFPA 1500 standards and knowledge in first responder training.
5. Describe your firm's proposed approach to provide the City's mental health and well program as described herein. Demonstrate your firm and key personnel's in-depth knowledge of first responders as it pertains to your approach.
6. Identify any proposed subcontractor and identify the services they will provide.
7. Provide a minimum of three (3) references for projects that are similar in magnitude and scope to the City's program. Include the name, titles, phone, and email address for each reference. References shall include work in which the proposed key personnel have served.
8. Please explain why your organization is best suited to partner with the City to provide these important services.
9. Identify any value-added benefits offered by your firm that will better enhance the mental health and wellness program.