

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
EXTENDED HANDS FOOD BANK**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of May 17, 2007, between the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation (the "Town") and EXTENDED HANDS FOOD BANK, an Arizona corporation (the "Contractor").

RECITALS

A. The Town issued a Request for Qualifications (the "RFQ"), attached hereto as Exhibit A and incorporated herein by reference, seeking statements of qualifications from Contractors for professional consulting services.

B. The Contractor responded to the RFQ by the Proposal, attached hereto as Exhibit B and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor to provide local social services (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of July 1, 2007 and shall remain in full force and effect for a period of three years thereafter.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The Town shall pay Contractor for the Services as set forth in the Fee Estimate, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The Town shall pay the Contractor quarterly, based upon work performed and completed to date, and upon submission and approval of quarterly invoices and reports. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Ownership of Documents. All documents prepared and submitted to the Town by the Contractor pursuant to this Agreement shall be the property of the Town.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this

Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town 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 Contractor, 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.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town 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 Contractor 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 Town, 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 Town, unless specified otherwise in this Agreement.

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

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. 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 Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor

containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor shall furnish the Town with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Contractor's 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. If a certificate of insurance is submitted as verification of coverage, the Town shall reasonably rely upon the certificate of insurance 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. If any of the above-cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally, certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The Town, 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 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form 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.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Contractor 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 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, 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 10 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. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "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 Town, 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 Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state

statutes having jurisdiction of Contractor'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.

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

12. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and Town of Fountain Hills, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. 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 the State of Arizona.

13. Termination; Cancellation.

13.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor 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 Town to the Contractor for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town 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 Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The Town may, by written notice to the Contractor, cancel this Agreement if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this

Agreement. In the event this Agreement is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Contractor 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 Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Contractor 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 Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future Town and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

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

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the 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, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 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 the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 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 the 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.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town 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 Town 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 Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

14.11 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.

14.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

14.13 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, (c) given to a

recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the Town: Town of Fountain Hills
16836 East Palisades Boulevard
Fountain Hills, Arizona 85268
Facsimile: 480-837-3145
Attn: Timothy Pickering, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: 602-340-1538
Attn: Andrew J. McGuire, Esq.

If to Contractor: Extended Hands Food Bank
16239 East Ironwood Drive
Fountain Hills, Arizona 85268
Facsimile: 480 837-0309
Attn: Reverend David W. Iverson

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 Section. 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, (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, or (d) when received by facsimile transmission during the normal business hours of the recipient. 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.

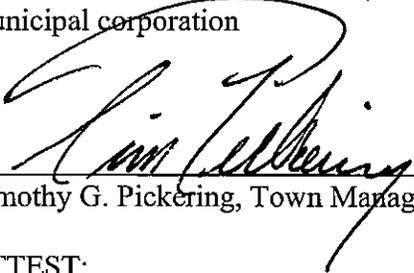
14.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees, agents or officers of Contractor as needed for the performance of duties under this Agreement.

14.15 Conflicting Terms. In the event of a conflict between the RFQ, the Contractor's response to the RFQ, the Scope of Work and this Agreement, the terms of this Agreement shall govern.

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

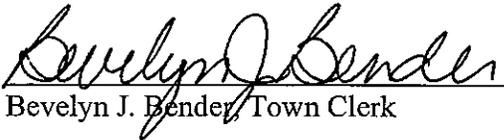
“Town”

TOWN OF FOUNTAIN HILLS, an Arizona
municipal corporation



Timothy G. Pickering, Town Manager

ATTEST:



Bevelyn J. Bender, Town Clerk

“Contractor”

EXTENDED HANDS FOOD BANK,
an Arizona corporation

By: 

Reverend David W. Iverson, President

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on May 18, 2007,
by Timothy G. Pickering, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona
municipal corporation, on behalf of the Town of Fountain Hills.

Shaunna Dayle Williams
Notary Public in and for the State of Arizona



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on DAVID W. IVERSON 2007,
by Reverend David Iverson as President of EXTENDED HANDS FOOD BANK, an Arizona
corporation, on behalf of the corporation.

Monica C. Starck
Notary Public in and for the State of ARIZONA

My Commission Expires:

JUNE 23, 2010

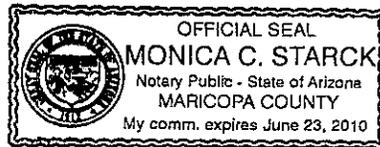


EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
EXTENDED HANDS FOOD BANK

[RFQ]

See following pages.

REQUEST FOR QUALIFICATIONS

TO

PROVIDE SOCIAL SERVICES IN THE TOWN OF FOUNTAIN HILLS

I. INTRODUCTION

The Town of Fountain Hills (the "Town") is issuing this request for qualifications (the "RFQ") to solicit submittals from qualified individuals, non-profit organizations, firms or consultant teams (the "Firm") to provide social services in the Town of Fountain Hills. Copies of this RFQ can be obtained at Town Hall, located at 16705 East Avenue of the Fountains, Fountain Hills, Arizona or online at www.fh.az.gov.

After reviewing the materials submitted pursuant to this RFQ, the Town may invite the most qualified applicant(s) to interview with members of the Town Staff, and the Town will select an applicant based upon the RFQ material and interview results, if any. The Town reserves the right to (i) make an award that is most advantageous to the Town based upon service, price, materials or other evaluation factors as set forth herein, (ii) waive any informalities in the proposal or (iii) reject all proposals.

The selected Firm will be required to execute the Town's standard Professional Services Agreement, in a form acceptable to the Town Attorney. A sample of the standard agreement is included with this RFQ. If an agreement cannot be reached with the most-qualified offeror, the Town may enter into negotiations with the next most qualified offeror.

II. BACKGROUND

The Town is situated in the northeast quadrant of Maricopa County, thirty miles northeast of central Phoenix. The Town's spectacular hillside location in the upper Sonoran Desert on the eastern slope of the McDowell Mountains provides the community with its famous mountain vistas and rich natural desert vegetation. Currently, the Town has an estimated population of 25,000. As with many communities in Maricopa County, the Town experiences seasonal fluctuations in populations due to the number of part-time residents. The following demographic information is provided by the Greater Phoenix Economic Council:

Total Civilian Labor Force, 2000	10,081
Employed	9,859
Unemployed	222
Median Age, 2000	46.4
Under 18	18.50%
18 - 24 years	4.50%
25 - 59 years	50.70%
60+ years	26.50%

Education, 2000	
High school graduate	20.60%
Some college	36.50%
Bachelors degree	24.10%
Graduate or professional degree	13.70%
Median Household Income, 2000	\$61,619
Real Estate, 2005	
Median home price, new	\$455,700
Median home price, resale	\$465,000
Total housing units	12,532

III. SCOPE OF SERVICES

The Town desires to procure the services of a qualified Firm to provide social services in the Town of Fountain Hills effective July 1, 2007 for a period of three (3) years. Responsibilities shall include, but not be limited to, the following:

1. Accept requests and provide food to low-income Fountain Hills residents.
2. Provide an outlet for community service hours.
3. Take requests for and refer non-food assistance from low-income Fountain Hills residents, such as utility bill assistance, counseling referral and housing.
4. Provide quarterly reports of progress toward completing the scope of services and number of Fountain Hills residents served.

IV. QUALIFICATIONS

1. Describe the organization, size and structure of the Firm, stating whether the Firm is national, regional or local.
2. State the address of the local office that will provide services to the Town.
3. Indicate the number of people, by level, within the local office that will provide the services to the Town. Indicate other projects that this staff may be working on concurrently. State your policy on notification of changes in key personnel. Also, indicate the overall supervision to be exercised over the team by the Firm's management.
4. Describe the experience in providing social services of each senior and higher level person who will be assigned to provide the services to the Town, including years on each job and their position while on each project.
5. Describe the relevant educational background of each individual who will be assigned to provide the services to the Town.

6. Describe any specialized skills, training, or background in social services of each individual who will be assigned to provide the services to the Town. This may include participation in state or national professional organizations, and speaker or instructor roles at conferences or seminars.
7. Provide a list of the local office's current and prior government clients indicating the type(s) of services performed and the number of years served for each. Indicate experience with entities that are similar in size and complexity to the Town.
8. Describe the Firm's technical approach to providing the services to the Town, including performance and measurement standards.
9. Describe your understanding of the work to be performed. Applicants are welcome to outline additional services or alternative approaches they feel are in the Town's best interest and include them in this section of the proposal.

V. PROPOSAL CONTENTS

Proposals shall contain the following information:

1. Qualifications. The qualifications listed in item IV, above, must be stated.
2. Proposed Plan of Action. The Firm must submit a proposal that outlines its approach to providing social services in the Town of Fountain Hills and should also fully state any additional resources being requested from the Town (i.e. staff, mail costs, publication costs, etc.) and the number of Town of Fountain Hills low-income residents served.
3. Timeline. Submission must include timelines for the completion of each task proposed.
4. Proposal Cost. Proposal costs must be submitted on an all-inclusive basis and shall include all taxes and other related cost factors associated with providing the services described in this document. Payment for services will be made by the Town following receipt and approval of quarterly report. The initial contract is anticipated to be a three (3) year contract, and proposal costs should be provided for Fiscal Year 2007-2008, Fiscal Year 2008-2009 and Fiscal Year 2009-2010.
5. References. Offerors must submit a list of at least five current references that have relevant knowledge of the Firm's ability to provide social services. Names, affiliations, addresses, and current telephone numbers of all references should be provided as well as a brief description of the relationship between the reference and the Firm. References may be contacted to discuss the Firm's qualifications and history.
6. Designation of Primary Manager. The proposal shall fully state the name, address, and contact information for the individual responsible for managing the Scope of Services.

VI. SUBMISSION GUIDELINES

1. Submission. Submittal of the consultant's proposal is due to the office of the Town Clerk by 3:00 p.m., on Friday, February 9, 2007. The offeror must submit one (1) original and two (2) copies of the proposal. The original should be marked "Original." All submittals and correspondence should be addressed to:

Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Timothy G. Pickering, Town Manager

Proposals must be submitted in a sealed envelope labeled "Social Services RFQ" and have the offeror's name and address clearly indicated on the envelope.

2. Inquiries. Any question related to this solicitation must be directed to Tim Pickering, at 480-816-5107, fax 480-837-3145, email tpickering@fh.az.gov or Shaunna Williams, Executive Assistant, at 480-816-5107, fax 480-837-3154, email swilliams@fh.az.gov. All questions shall be submitted in writing; electronic mail submittals are acceptable. Any correspondence related to a solicitation should refer to the Request for Qualifications page and paragraph number.
3. Late Proposals. Late proposals will not be considered. An offeror submitting a late proposal shall be so notified.
4. Withdrawal of Offer. At any time prior to the specified proposal due date, an offeror (or designated representative) may, in writing, withdraw its proposal. Withdrawals submitted by facsimile, e-mail or similar transmissions will not be considered.
5. Amendment of Proposal. Proposals may be amended at any time prior to the due date and time. However, no proposal, proposed contract, or data sheets shall be altered, amended, or withdrawn after the specified due time and date.
6. Proposer's Certification. By submitting a proposal, the offeror certifies that he or she has read and understands this RFQ and has full knowledge of the scope, nature, and quality of work to be performed.

VII. CRITERIA FOR EVALUATION

Award shall be made to the offeror whose proposal is determined to be the most advantageous to the Town, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

1. Experience and qualifications of the Firm's project team.
2. Approach to and understanding of the Scope of Services, including the methodology proposed to accomplish such.

3. Proposed cost.
4. Ability to perform the work within the required time and inclusion of project schedule and staffing plans.

VIII. PROPOSAL OPENING

1. Proposal Opening. Proposals shall be opened publicly at 3:00 PM MST, on February 9, 2007. The name of each offeror shall be read publicly, and recorded. All other information contained in proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. Prices will not be read and proposals will not be subject to public inspection until after contract award. All proposals received in response to this RFQ will become the property of the Town and will not be returned to the offerors.
2. Offer Acceptance Period. Proposals are irrevocable offers for 90 days after opening time and date.
3. Incurred Expenses. The Town is not responsible for any expenses that offerors may incur in preparing and submitting proposals called for in this RFQ.
4. Interviews. The Town reserves the right to conduct personal interviews or require presentations of any or all offerors prior to selection. The Town will not be liable for any costs incurred by the offeror in connection with such interviews/presentation.

IX. AWARD OF CONTRACT

The Town anticipates that a contract will be awarded shortly after the proposals are submitted. Notwithstanding any other provision of this RFQ, the Town expressly reserves the right to do any of the following:

1. Waive any defect or informality.
2. Reject any or all offers, or portions thereof.
3. Reissue a Request for Qualifications.
4. Withhold the award for any reason.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
EXTENDED HANDS FOOD BANK

[The Proposal]

See following pages.

PROPOSAL

Extended Hands Food Bank is a local organization serving the residents of Fountain Hills and the surrounding communities. We presently are serving over 500 local residents on a monthly basis.

Extended Hands Food Bank is located at 16524 East Laser Dr. #9, Fountain Hills AZ 85268

Our screening and referrals will be carried out by a team of two or three volunteers along with Rev. David Iverson, president/director.

Mrs. Janet Thomas, a resident of Fountain Hills since 1982, is a retired nurse and a nutritionalist with St. Peters Hospital in Huron Ohio. She also volunteered for many years with handicapped children and adults as she also had a handicapped daughter.

Mrs. Hope Cooper, a resident of Fountain Hills since 2001, supervised a Catering firm and was employed as a dietitian assistant in Indiana and Scottsdale North Hospital. She is also bilingual.

Mrs. Marilyn Emmons, a resident of Fountain Hills since 2001, retired from 32 years as a legal professional. She worked for Legal Aid and chaired many different agencies which were directly affiliated with Social Services. She has experience with The Commission of Aging; WIC program; Fair Housing Commission; Equal Opportunity Employment and the Shelter for Abused Women. She also chaired a committee which set up a community soup kitchen in her home town in Michigan. She recently was selected as a candidate for Who's Who, for her professional career.

Rev. David Iverson, a resident of Fountain Hills since 2001, is a pastor of a local congregation. He has been an ordained minister since 1971 and has been involved with food distribution and services all of his ministry life. Ten years ago, he chaired and directed with The Department of Economic Service and The Arizona Association of Food Banks the formation and opening of "Care and ~~m-e~~ Food Bank" in Flagstaff, AZ.

Share had
In 2004, he formed a non-profit corporation and purchased St. Dominic's Food Bank in Fountain Hills and renamed it Extended Hands Food Bank.

Extended Hands Food Bank will keep a sufficient number of qualified personal in order to continue to maintain the referral process for the duration of this contract. During the reporting process to the City of Fountain Hills any major changes will be so noted.

Mrs. Janet Thomas, Nursing Degree

Mrs. Marilyn Emmons, Law Degree

Rev. David Iverson, Ministerial Degree, Skilled Nursing Home Administration.

Extended Hands Food Bank is under contract with St. Mary's Westside Alliance and United Food Bank of Mesa, to cover the food needs for this end of the valley. In turn, we also work with The Arizona Association of Food Banks.

Extended Hands Food Bank screens all the clients that we serve for eligibility. We will offer referral service and information upon visual and verbal observation during the screening process. We will also made printed material available, along with phone numbers for clients to pursue further assistance.

Extended Hands Food Bank is interested in helping the residents of Fountain Hills during their time of need. Many do not know where to obtain help or services, so we feel we are in a great position to offer help and referral assistance.

1. Refer to [RFQ]
2. Extended Hands Food Bank will offer services during our normal hours of operation.
3. As per need basis.
4. Extended Hands Food Bank is requesting a total of \$120,000.00 for the next three years to fulfill this contract.
5. Charlie Chan-Rohrbach; Agency Manager, St. Mary's/ Westside Food Bank Alliance. (602) 352-3640

Wally Richardson; Volunteer Agency, United Food Bank, (480) 926-4897 Ext. 220
Tom Bureson, Firerock Industrial Park, (602) 369-3911 ; Landlord

Philip Stover, Boeing Company, Network Services (480) 891-6753 ; volunteer

Ginny Hildebrand, Executive Director, Assoc. of Arizona Food Banks (602) 528-3434

Bob Evans, Chief Executive Officer, United Food Bank, (480) 926-4897

6. Rev. David Iverson, 16647 East Ashbrook Dr. Fountain Hills, AZ (480) 8370303; e-mail ehfbank@qwest.net

NE ehfbank@qwest.net

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
EXTENDED HANDS FOOD BANK

[Scope of Work]

See following page.

SCOPE OF WORK

The Town desires to procure the services of a qualified Firm to provide social services in the Town of Fountain Hills effective July 1, 2007 for a period of three (3) years. Responsibilities shall include, but not be limited to, the following:

1. Accept requests and provide food to 500 low-income applicants. The State of Arizona guidelines are the acceptable table for qualifying.
2. Provide an outlet for community service hours.
3. Take requests for and refer non-food assistance from low-income Fountain Hills residents, such as utility bill assistance, counseling referral and housing.
4. Provide quarterly reports of progress toward completing the scope of services and number of Fountain Hills residents served.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
EXTENDED HANDS FOOD BANK

[Fee Estimate]

See following page.

FEE ESTIMATE

Fiscal Year 2007-2008	\$36,000.00
Fiscal Year 2008-2009	\$40,000.00
Fiscal Year 2009-2010	\$44,000.00