

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement For Professional Services (this “Agreement”) is entered into on _____, 2022 (the “Effective Date”), by and between the City of South Bend, acting by and through its Department of Innovation and Technology (the “City”), and _____ (the “Provider”) (each a “Party” and collectively the “Parties”).

For and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Services. The Provider will provide to the City the professional services (the “Services”) set forth in the Provider’s proposal attached hereto as Exhibit A (the “Proposal”), which Proposal is incorporated herein. In the event of any conflict between the terms of this Agreement and the terms of the Proposal, the terms of this Agreement will prevail. The Provider certifies that it has sufficient experience and expertise to complete the Services and will shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. Nothing in this Agreement shall preclude the Provider from performing work for other entities or individuals. However, the Provider agrees not to engage in any activity that is detrimental to the City’s business interests or interferes with the Provider’s provision of the Services. The Provider understands and agrees that it shall not commence any additional work or change the scope of the Services provided unless authorized in writing by the City. No claim for additional compensation shall be made by Provider in the absence of prior written approval of the Parties.

2. Compensation. In exchange for the Provider’s performance of the Services, and subject to the terms and conditions of this Agreement, the City will pay the Provider a total sum not to exceed Thirty Thousand Dollars (\$30,000.00) (the “Contract Amount”). As set forth in Exhibit A, a portion of the Contract Amount may be payable upon execution of the Agreement for compensation of administrative and personnel costs involved in performing the Services, provided that such costs are documented in an invoice by the Provider. The City will pay the remaining Contract Amount in installments upon invoicing by the Provider (each a “Contract Installment”), said invoicing to occur no less frequently than quarterly and no more frequently than monthly. The City will not be required to pay any Contract Installment if the City is not reasonably satisfied with the Provider’s performance under this Agreement or any default or breach of this Agreement by the Provider exists, as the City may determine in its sole discretion. The sum of all Contract Installments will not exceed the Contract Amount, and the Provider will not incur or seek reimbursement for any expenses in excess of the Contract Amount.

3. Term; Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date and end upon the Provider’s satisfaction of all its obligations hereunder, including but not limited to the satisfactory return of all technology products provided, and the City’s final payment therefor. Notwithstanding the foregoing, effective immediately upon delivery of a written termination notice to the Provider, the City may terminate this Agreement, in whole or in part, for any reason, if the City determines that such termination is in the best interest of the City. In addition, in accordance with Ind. Code 6-1.1-18-4, payments are subject to annual appropriation by the City. If the City makes a written determination that funds

are not appropriated or are otherwise unavailable to support the continuation of this Agreement, it shall be cancelled. A determination by the City that funds are not appropriated or are otherwise unavailable to support the continuation of performance shall be final and conclusive. The City will not be required to pay any Contract Installment or be otherwise liable for any cost associated with the Provider's performance of any Services after the effective date of termination.

4. Remedies for Breach of Contract. Failure to complete the Services in accordance with this Agreement will be considered a material breach. In the event of such breach, the City may suspend all payments to the Provider and may pursue any and all remedies available at law or in equity. The Provider shall repay to the City any portion of the Contract Amount expended for matters not within the scope of the Services.

5. Point of Contact. The City employee identified in Section 9 below will serve as the City's principal point of contact for purposes of this Agreement.

6. Relationship. The Provider shall at all times be an independent contractor for the performance of the Services rather than an employee of the City, and no act or omission to act by the Provider shall in any way bind or obligate the City. This Agreement is strictly for the benefit of the Parties and not for any third party or person. This Agreement was negotiated by the Parties at arm's length and each of the parties hereto has reviewed the Agreement after the opportunity to consult with independent legal counsel. Neither party shall maintain that the language in the Agreement shall be construed against any signatory hereto. The City and the Provider hereby renounce the existence of any form of agency relationship, joint venture, or partnership between the Provider and the City and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the City and the Provider. Provider is solely responsible for compliance with federal, state and local laws and regulations relating to taxes and social security payments that may be required to be made in connection with the compensation provided under this Agreement. The City, however, may file informational returns with the United States Internal Revenue Service or similar state agency regarding payment made to Provider in accordance with this Agreement under conditions imposed by federal, state or local laws applicable to such payment. The City shall provide IRS Form 1099, if applicable.

7. Indemnification of City. The Provider hereby agrees to defend, indemnify, and hold harmless the City, its officials, employees, and agents from any and all claims of any nature which arise from the performance by the Provider under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims arising out of the negligence of the City, its officials, directors, employees, and agents. The obligations of the Provider under this section shall survive the termination of this Agreement.

8. Assignment. The Provider shall not assign or subcontract the whole or any part of this Agreement or its obligations hereunder without the prior written consent of the City.

9. Notices. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to

the City or the Provider, as the case may be, at the address set forth below.

Provider:
XXXXXXXXXX

Address Line 1
Address Line 2
Attn: Partner, Title

City:
City of South Bend
Department of Innovation & Technology
1165 Franklin St., Suite 100
South Bend, IN 46601
Attn: Madi Rogers, Director of
Civic Innovation

10. Confidentiality. The Provider acknowledges that information which the City regards as confidential or proprietary in nature (the “Information”), may come to the knowledge of the Provider during the Provider’s performance of services. The Provider shall treat the Information as strictly confidential and agrees that the Provider will not, at any time or in any manner, either directly or indirectly, (i) use, or allowed to be used, any Information for the Provider’s own benefit or the benefit of any director, official, employee, or agent or any third party, or (ii) divulge, disclose, or communicate in any manner any Information to any third party without the written consent of the City. The Provider shall be responsible for maintaining the confidentiality of any Information in its possession, including taking appropriate measures to secure said Information against such uses and dissemination and to inform any person to which he allows to access such information of its confidentiality. Notwithstanding anything to the contrary contained in this Agreement, the Parties will adhere to their respective obligations under the Indiana Access to Public Records Act, and nothing herein will be construed to relieve either Party of such obligations. The confidentiality provisions of this Agreement remain in full force and effect after, and survive the termination of, the Term of this Agreement.

11. Equal Opportunity; Non-Discrimination; Compliance. The Provider shall comply with all applicable laws and regulations in its hiring and employment practices and policies for any activity covered by this Agreement. The Provider shall comply with all state, federal, and municipal laws, regulations, and standards applicable to its activities pursuant to this Agreement including, but not limited to, the requirements imposed by Ind. Code 22-9-1-10 (non-discrimination), the provisions of Ind. Code 5-22-16.5 (disqualification for dealings with the government of Iran), and the provisions of Ind. Code 22-5-1.7 (requiring E-Verify for new employees and prohibiting employment of unauthorized aliens). Each of the foregoing provisions is incorporated herein as if set forth in full, and the Provider certifies that it is in compliance with each such provision and shall remain in compliance through the term of this Agreement.

12. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties of perjury, that she has not directly or indirectly, to the best of her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that she has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

13. Drug-Free Workplace. The Provider hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Provider will give written notice to the City within ten (10) days after receiving actual notice that the Provider or an employee of the Provider

within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

14. Entire Agreement; Amendment; Applicable Law. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them. This Agreement may be amended only by separate writing, signed by authorized representatives of both the Provider and the City. This Agreement will be construed and interpreted according to the laws of the State of Indiana, and any dispute arising out of this Agreement or otherwise concerning the Provider's rendering of the Services will be resolved in the courts located in St. Joseph County, Indiana, unless the Parties mutually agree to a different method of dispute resolution.

15. No Waiver. No failure or delay on the part of either Party in exercising any right under this Agreement will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will have effect unless given in a written document signed by the Party waiving such right. No waiver of any right will be deemed a waiver of any other right hereunder.

16. Severability. All provisions of this Agreement shall be considered as separate terms and conditions, and in the event any one shall be held illegal, invalid or unenforceable, all the other provisions hereof shall remain in full force and effect as if the illegal, invalid, or unenforceable provision were not a part hereof, unless the provision held illegal, invalid or unenforceable is a material provision of this Agreement, in which case the Provider and the City agree to amend this Agreement with replacement provisions containing mutually acceptable terms and conditions.

17. Force Majeure. The Provider shall not be responsible for any failure or delay in the performance of any obligation hereunder, if such failure or delay is due to a cause beyond the Provider's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts.

18. Counterparts. This Agreement may be executed in two or more counterparts, which together shall constitute one and the same agreement among the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for Professional Services to be effective as of the Effective Date stated above.

By: _____

Date: _____

**CITY OF SOUTH BEND, INDIANA
DEPARTMENT OF INNOVATION AND
TECHNOLOGY**

By: _____
Shawn Delahanty, Director of Services

EXHIBIT A: OUTREACH TEAM PROGRAM DEVELOPMENT

Proposal to develop Outreach Team capacity within Provider organizations

Background

The City of South Bend has become aware that many local, state and federal public benefit programs are under-subscribed by South Bend residents. Some of these programs, such as the Utility Assistance Program or Citywide Classroom, are operated by or in partnership with the City, whereas other programs such as the Affordable Connectivity Program or the Low-Income Household Water Assistance Program are operated externally, but eligibility and subscribership is still monitored and tracked by City teams for the betterment of our residents.

The City is interested in hiring local organizations under the umbrella of a City-centric Outreach Team to promote programs and assist residents of South Bend with applying for program benefits. The City will engage with community service agencies who have established relationships with the residents they serve in an effort to invest in the capacity of local organizations and lean on tried methods of resident engagement.

Scope of services

The Provider will build organizational capacity to train a team of outreach specialists to be proficient communicators on the specifics of the programs the City has identified as having a need for increased subscribership.

The Provider will:

1. Appoint one employee to be an Outreach Team Manager to serve as the point of contact for the Outreach Team to City staff;
2. Hire employees or contractors to be Canvassers or Communicators and train them on the priority benefit programs and outreach techniques;
3. Coordinate deployment of resources using varying outreach strategies familiar to the Provider or in consultation with the City, including but not limited to:
 - a. Distributing flyers, signs or posters at resident homes or businesses;
 - b. Canvassing at resident homes;
 - c. Hosting or attending outreach events;
 - d. Calling residents;
 - e. Scheduling meetings with residents;
4. Regularly communicate work performed via:
 - a. Regular meetings with the City;
 - b. Timely communication through email, phone, or messaging;
 - c. Tracked progress through the Field Maps application.

The City will:

1. Identify priority benefit programs and track subscribership metrics throughout the engagement;
2. Identify areas of the City whose residents are undersubscribed to priority programs to instruct the deployment of resources;
3. Identify and coordinate outreach strategies according to the priority benefit programs and in consultation with the Provider;

4. Train the Outreach Team Manager about the priority benefit programs and coordination of the teams;
5. Provide promotional materials related to benefit programs and Outreach Team promotional materials, including hats, t-shirts, and identification cards;
6. Lend necessary technology to track and perform outreach activities, pursuant to the technology use clause outlined below, including but not limited to iPads, laptops, charging cables, adaptors, and portable power banks;
7. Regularly communicate and direct work via:
 - a. Regular meetings with the Provider;
 - b. Timely communication through email, phone, or messaging;
 - c. Tracked progress through the Field Maps application.

The Outreach Team Manager will serve as the point of contact for City staff and lead the Provider's Outreach Team. Their responsibilities will include managing the deployment of their staff and resources, regularly communicating with City staff on the progress of outreach, and in some cases, acting as a Canvasser or Communicator as needed.

A Canvasser would distribute information to residents via flyers, phone calls, or at events. A Canvasser's role is only to inform residents about the benefit program they are promoting. A Canvasser becomes proficient in use of the Field Maps App and uses it to know the neighborhoods in which to canvass and to track the work they complete.

A Communicator would become proficient in the multiple public benefit programs the Outreach Team promotes. A Communicator clearly explains the benefit to the resident, helps the resident apply for the benefit, and advocates for and with the resident if follow up action is needed for the resident to successfully enroll in the benefit program. A Communicator may speak to residents at their door, on the phone, or at events. A Communicator becomes proficient in use of the Field Maps App and uses it to know the neighborhoods in which to target and to track the work they complete.

Activities are subject to change based on priority and needs of programs promoted and available capacity.

Payment and timeline

The fee for this engagement will be calculated per hour based on the team member and rate detailed in Table 1 for an estimated 1,000 hours, not to exceed \$30,000. Hours will be recorded by the Provider for each member and for each month and invoiced on the Provider's invoice date.

In anticipation of initial Provider expenses including recruiting, marketing and branding, an initial payment will be made available upon execution of the contract and invoice from the Provider, based on the variable rate detailed in Table 1 ("Set-up bonus"). The Set-up bonus will be calculated per team member employed upon execution of the contract. Team members employed after execution of the contract will not result in the payment of additional Set-up bonuses. The City has final decision-making power to determine the final amount of the one-time Set-up bonus.

In addition, the Provider will be incentivized to enroll residents in the priority benefit programs at the amount detailed in Table 1 (“Enrollment bonus”). The number of enrollments will be defined, tracked and calculated by the City and communicated to the Provider on the last Friday of each month, to be included in the Provider’s next regular invoice. The City has final decision-making power to determine the official number of enrolled residents for purposes of the Enrollment bonus.

This engagement is expected to last for a maximum of 12 months or until the total amount of the engagement is reached, whichever is first. It is estimated that the Provider will contribute 1,000 hours across team members, as estimated in Table 1. Table 1 is included as an illustration with estimated numbers used as an example, and the Provider has the discretion to allocate manpower within its organization as it deems appropriate.

Table 1. Labor cost for Outreach Team services

Activity	Cost per	Est. number	Est. total	Notes
Set-up bonus	\$500 per team member	Min 4 members	Min \$2,000	Paid upon contract execution and submission of invoice
Outreach Team Manager	\$40 per hour	200 hours	\$8,000	
Canvasser	\$15 per hour	400 hours	\$6,000	
Communicator	\$18 per hour	400 hours	\$7,200	
Enrollment bonus	\$3 per enrollment	0-500	\$1,500	Enrollment tracked for priority programs only

Materials

The City will provide the Provider team Manager with materials to distribute to their team which will indicate to City residents the affiliation the Provider team has with the City. The Provider team will be provided with t-shirts, hats, and stickers with the Outreach Team logo and City seal. These materials are purchased with funds outside of this agreement and are not required to be returned to the City.

The City will provide Outreach Team identification badges for each participating team member in the Provider organization. These badges are required to be worn when interacting with residents. These materials are purchased with funds outside of this agreement and are required to be returned to the City upon close of engagement.

The City will provide technology for the Outreach Team to track the progress of their outreach, as detailed above. Use of this technology is subject to technology use provisions described below. These materials are purchased with funds outside of this agreement and are required to be returned to the City upon close of engagement.

Materials leased to the Provider is required to be returned to the City upon the conclusion of this engagement and prior to receiving payment on Provider’s final invoice. The City will inspect materials within 10 business days of receipt. Materials not returned to the City in satisfactory condition will be charged at the rates indicated below and deducted from Provider’s final invoice.

If the amount payable on Provider’s final invoice is insufficient to cover any damage to City technology, the Provider agrees that these damages shall be separately assessed and paid to the City within thirty (30) days.

Table 2. Materials cost

Item	Cost
iPad	\$359.99
iPad case	\$79.99
iPad charging cable and wall dock	\$25.00
iPad portable charger and accessories	\$30.00
City badge	\$75.00
Other materials	As calculated

Technology use

The technology provided to the Outreach Team is owned and managed by the City of South Bend and should be used only for the activities outlined in this engagement. Use of City-owned technology for activities not related to this engagement is strictly prohibited and will result in the immediate termination of the engagement.

Proposal evaluation

The person/organization making a proposal shall submit a completed Application Form (Exhibit B). Applications must meet the minimum expectations as provided in the City’s Request for Proposals (RFP) in order to be considered. Exceptions to any requirements mentioned in this RFP must be clearly noted. Information submitted will be scored on a 100-point matrix system as outlined in Table 3 and will be graded by a review team made up of City staff. Proposal cost will not be a factor.

Table 3. Proposal evaluation criteria matrix

Criteria	Weight
Identification of the Organization’s background in community engagement	15 Points
Identification of the Outreach Team Manager and qualifications	15 Points
Identification of familiarity with outreach strategies	15 Points
Description of current state of Outreach Team or plans to develop Team	20 Points
Description of outreach plan	20 Points
Organizational references	10 Points
MBE/WBE status	5 Points

The completed Application Form, Exhibit B, must be received no later than 11:59 p.m. EDT on September 30th, 2022. Forms must be emailed to Madi Rogers (mrogers@southbendin.gov) or mailed to:

South Bend Technology Resource Center, Suite 100
Attn: Madi Rogers
1165 Franklin St.
South Bend, IN 46601

Discussions will be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.

EXHIBIT B: OUTREACH TEAM PROGRAM DEVELOPMENT

Application Form

This completed Application Form must be received no later than 11:59 p.m. EDT on September 30th, 2022. Forms must be emailed to Madi Rogers (mrogers@southbendin.gov) or mailed to:

South Bend Technology Resource Center, Suite 100
Attn: Madi Rogers
1165 Franklin St.
South Bend, IN 46601

Organization Name: _____ MBE/WBE: **Y** or **N**
Org. Address: _____
Contact Name: _____ Title: _____
Phone: _____ Email: _____

ORGANIZATION BACKGROUND

Identify the Organization’s background in community engagement and how that may be beneficial to this project (approx. 200 words):

Describe the population the Organization serves, such as specific South Bend neighborhoods or demographics (approx. 50 words):

Discuss experience the Organization is familiar with in outreach and advocacy in accessing public benefits, including the strategies that have been most successful (approx. 100 words):

Identify the Outreach Team Manager and make their qualifications known, including any background in communications, management, and project completion (approx. 50 words):

ORGANIZATION OUTREACH STRATEGIES

Describe the current state of the Organization’s planned Outreach Team, addressing the following (approx. 100 words):

- Strategies to hire Canvassers or Communicators, if not currently employed
- Strategies to train employees to be Canvassers or Communicators
- Strategies to retain employees over the course of the Outreach Team engagement

Describe the Organization plan and strategies for outreach, addressing the following (approx. 200 words):

- Planned team capacity per week (e.g. 3 team members, each working 8 hours per week)
- Potential outreach strategies (e.g. phone calls, home visits, hosted events)
- Potential partnered community organizations

ORGANIZATION REFERENCES

Please provide relevant Organization social media sites. Social media sites are not required, if not already established.

Organization Facebook: _____ Twitter: _____
 Instagram: _____ Other (include platform): _____

Please provide at minimum two (2) professional references to verify the Organization’s experience. References can be partnered organizations, clients, or residents served by the Organization. References may be contacted by the City to verify relationship and experience with the Organization.

Contact name: _____ Relationship to Organization: _____
 Phone number: _____ Email: _____

Contact name: _____ Relationship to Organization: _____
 Phone number: _____ Email: _____

Contact name: _____ Relationship to Organization: _____
 Phone number: _____ Email: _____