



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P09-0058** Proposal Due Date: **June 18, 2009**
 Materials and/or Services: **Counseling & Evaluation Services for the Peoria Fire Department** Proposal Time: **5:00 P.M. AZ Time**
 Contact: **Lisa Houg, CPPB**
 Project No: Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: Ron Tapscott

Telephone: 602-724-0571 Fax: 602-724-2300

Ron Tapscott
Company Name

Ron Tapscott
Authorized Signature for Offer

1 E Columbus
Address

Ron Tapscott
Printed Name

Peoria AZ 85012
City State Zip Code

Owner
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: Mary Jo Kef
Mary Jo Kef, City Clerk

City of Peoria, Arizona. Effective Date: 7/1/09

Approved as to form: Ellen Van Ripet, Assistant City Attorney

CC: _____

Stephen M. Kemp, City Attorney



Contract Number: ACON 32609

Contract Awarded Date: July 7 2009

Official File: _____

Herman Kobergen, Materials Manager



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-8560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the City of Peoria Procurement Code. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
- c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
8314 West Cinnabar Avenue
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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City 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 or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria 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.

Contractor specifically 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. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (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 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 agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 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 Paragraph must be included in any contract Contractor enters into with any Subcontractors who



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provide services under this agreement or any subcontract. "Services" is 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.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract 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 contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO 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 City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.



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11. **INTERPRETATION-PAROL EVIDENCE:** This contract 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 contract are hereby revoked and superseded by this contract. 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 contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor 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 Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall 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 Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without



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its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:



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- a. Waive the non-conformance.
- b. Stop the work immediately.
- c. Bring material into compliance.

This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** 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 as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).



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35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Counseling and Evaluation Services for the City of Peoria Fire Department**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work.
10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Qualifications and Experience.
 - b. Method of Approach.
 - c. Cost Considerations.
 - d. Conformance to Request for Proposal.



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12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
13. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
14. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
15. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

16. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit.



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The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

- 17. Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.



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In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

18. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

19. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor 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 Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall 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 Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.



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20. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
21. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
22. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
23. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
24. **Licenses:** 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.



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25. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.

26. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



SCOPE OF WORK

Solicitation Number: **P09-0058**

Materials Management Procurement

8314 West Cinnabar Avenue
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I. Introduction

The City of Peoria, Arizona is soliciting proposals from a qualified independent contractor or a behavioral health agency to provide short term counseling and evaluation services for the City of Peoria Fire Department employees and their dependents. The Fire Department is seeking services from an individual or agency that has expertise in working specifically with Firefighters.

The City of Peoria Fire Department employs approximately 173 employees. The City offers two resources for mental health services. Employees and dependents enrolled in the City's medical plan through Blue Cross/Blue Shield are eligible to receive mental health benefits for in-patient or out-patient care through Biodyne. Currently, all employees and their dependents are eligible to receive 12 visits per year at no cost through the City's Employee Assistance Program (EAP). Services include a full range of counseling and referral services for individual, family and marital concerns, stress and job-related issues, child and domestic abuse, and chemical dependency assessment.

II. General Requirements

- A. Master's in Social Work (MSW) and/or Certified Independent Social Worker (CISW) must be licensed by the Board of Behavioral Health Examiners. A licensed MSW or CISW may be an independent contractor, or may be affiliated with a behavioral health agency licensed to perform these services.
- B. Contractor shall provide acknowledgement of credentials, including proof of licensing, and certifications.
- C. Contractor must remain current on testing and medical standards for all services to be performed as a result of this contract.
- D. Contractor shall be required to provide all necessary qualified personnel, equipment, facilities, supplies and services to perform all requested counseling and evaluation services.
- E. Contractor shall provide a listing of key personnel who will be assigned to the City.
- F. Contractor shall have a minimum of five (5) years experience managing the counseling needs of firefighters.
- G. Contractor shall have an understanding of the duties and responsibilities as well as the physical and mental stresses (culture) associated with the fire service.
- H. Contractor shall administer the services in compliance with HIPPA, EDI, and Privacy and Security regulations.



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III. Work Requirements for Counseling and Evaluation Services

- A. Contractor shall provide thorough confidential evaluation and counseling services for the Peoria Fire Department employees and their dependents.
- B. Contractor shall offer aftercare and follow-up for employees who are referred out for specialized or long-term therapy.
- C. Contractor shall provide a process for management/mandatory referrals that will include written documentation on the employee's evaluation and progress. The City requires that any mandatory referrals be coordinated through the City's Human Resources designee.
- D. Contractor shall perform threat/violence assessments on employees, as requested by the City.
- E. Contractor shall provide consulting and general intervention services regarding evaluations, treatment, and/or monitoring as determined by the City.
- F. Contractor will be required to make written recommendations to the City as to the ability of the employee to perform the duties required of the position, and assess current mental status relative to possible future problems. The report shall be submitted to the City within ten (10) business days of the completion of examination/testing.
- G. Contractor shall schedule appointments for employees or applicants within ten (10) business days of the referral.
- H. Contractor will use reasonable efforts to respond to inquiries within one (1) business day.
- I. Contractor shall offer education on substance abuse and stress impact on areas of employment, addiction, social and psychological effects.
- J. When applicable, the Contractor shall work with the City's EAP provider in an effort to coordinate a wellness plan and treatment recommendations.
- K. Contractor shall provide three 2-hour training/education sessions per year.
- L. Contractor shall be available to participate in individual staffings, discussions with City representative, conduct record reviews, prepare written reports on the finds which may be submitted to court, provide court testimony (e.g. as expert witness) in relation to employees and testify on an as needed basis.
- M. Contractor shall have ability to provide services that are geographically convenient to the City employees.



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- N. Contractor shall provide unlimited critical incident debriefing as requested by the City.
- O. Contractor shall provide quarterly utilization statistics to include the following data on the services provided (these reports shall be in generic format and no employee or dependent shall be identified). The reports must be submitted with the quarterly invoice.
1. Total number of contacts for the quarter
 2. Number of contacts by type (e.g. walk-in, phone call, etc.)
 3. Number of contacts by enrollee status (e.g. employee or dependent)
 4. Source of contact (e.g. self, supervisor, doctor, family member, etc.)
 5. Number of contacts by primary presenting problem (e.g. depression, alcohol, suicidal, marital, etc.)
 6. Contact type (first contact with Contractor, previous contact)
 7. Contact gender (male, female)
 8. Contact age
 9. Years of service with the City
 10. Total number of referrals
 11. Number and type of referral (e.g. answered questions only, refer for self-help, refer to EAP counseling, refer to HMO/PPO provider, refer to inpatient confinement, etc.)
 12. Average number of visits per patient
 13. Number of visits by counseling type (e.g. depression, marital discord, alcohol, etc.)

IV. Proposal Content

The following areas shall be addressed in the proposal:

A. Qualifications and Experience

Provide resume and information requested in Section II, General Requirements. At a minimum, respond specifically to each section listed in A through H to ensure compliance in each area.

B. Method of Approach

- Provide a plan and method of approach to accomplish the Scope of Work as indicated in Section III, Work Requirements. At a minimum, respond specifically to each section listed in A through O to ensure compliance in each area.
- Provide response to Questionnaire.

C. Cost Considerations

Provide fee schedule for providing services to the Fire Department employees and dependents, as per the Scope of Work.

Prior utilization of services over the past 3 years have been an average of 10 intakes per year and approximately 5 sessions per intake.



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D. Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria, Materials Management
8314 W. Cinnabar Avenue, Peoria, AZ 85345

The proposal is due no later than 5:00 p.m. on June 18, 2009.

All questions regarding the proposal should be directed to Lisa Houg at
Lisa.Houg@peoriaaz.gov



QUESTIONNAIRE

Solicitation Number: **P09-0058**

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PROVIDE A RESPONSE TO EACH QUESTION INDICATED BELOW:

1. **Indicate what factors determine whether you or your agency will proceed with Counseling versus referral to EAP or another provider agency?**

2. **What are the common types of cases that necessitate referral outside your agency?**

3. **Describe the treatment modalities and methods used by you and/or your staff in counseling.**

4. **List any behavioral health (mental or substance abuse) diagnoses which you or your agency would not handle.**

5. **Have you or your agency ever sustained a lawsuit? If yes, please describe the situation(s).**

6. **Indicate your ability to provide a contract with a hold-harmless provision that relieves the City of any liability resulting from action by you and/or your staff.**

7. **How would you propose to integrate any of the client's existing services with your program?**

8. **Indicate any services for which you or your agency subcontracts.**



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Please list a minimum of three (3) references for services provided of similar size and scope, whom the Materials Management Division may contact:

1. Company: _____
Contact: _____
Address: _____
Phone: _____

2. Company: _____
Contact: _____
Address: _____
Phone: _____

3. Company: _____
Contact: _____
Address: _____
Phone: _____



QUESTIONNAIRE

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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

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

**City of Peoria
Arizona**

**Response for Proposal:
Counseling & Evaluation Services for the Peoria Fire
Department**

Solicitation Number: P09-058

**Ron Tapscott MSW
61 E. Columbus
Phoenix, AZ
602.722.4087**

June 8, 2009

**Lisa Houg, CPPB
City of Peoria
Materials Management
8314 West Cinnabar Avenue
Peoria, AZ 85345**

Dear Ms. Houg,

Thank you for the opportunity to respond to your request for proposal for the Response for Proposal: Counseling & Evaluation Services for the Peoria Fire Department.

I have attempted to replicate the format used in your RFP. Deviations from that were to include additional information I considered might be helpful in your deliberations.

If you have any questions please feel free to contact me at 602-722-4087.

Sincerely,

Ron Tapscott MSW LCSW

A. General Requirements

Section II, Section: A-H

Professional Qualifications:

Master's in Social Work, University of Wisconsin, 1986

B.A. in Psychology and Sociology, Kent State University, Ohio, 1969

Arizona Licensed Clinical Social Worker (LCSW- 16441)

Professional Experience:

Twenty-two (22) years in private practice, community mental health, employee assistance programming, managed behavioral care. Skills include short term, solution focused therapy, individual, family, couple and group counseling, chemical dependency counseling, emergency services, training and development.

Twenty-one (21) years experience in employee assistance programming, counseling services, program development, policy and procedure consultation and development, and critical incident team development, training, and facilitation for several Arizona Fire departments and emergency service personnel organizations.

Administrative skills include program development and implementation, clinical supervision, marketing, and operations management.

Have provided Critical Incident Debriefing Services as a trainer, peer team developer and facilitator, and provider for: Phoenix Fire Department, Chandler Fire and Police Department, Sun City Fire Department, and the City of Casa Grande Fire and Police Department.

Additionally, part of the International Association of Fire Fighter (IAFF) emergency response team to the Fire Department of New York's (FDNY) 14,000 firefighters and family members following 9/11. Clinical care, coordination, and consultation were provided on-site at the World Trade Center, in FDNY houses, and five clinical locations during four weeks following the incident. Ongoing consultation was provided to Fire Department of New York's Counseling Services Unit for eight months afterward.

Additionally, Clinical Coordinator for IAFF emergency response to the Gulf states after Katrina/Rita. Remained in Louisiana/New Orleans organizing clinical activities / response for one month following storm and returning on several occasions for following year. Included, Louisiana statewide training on "Responding to First Responders" for FEMA/Louisiana Spirit.

Currently, part of Project PREVENT, conducting a national survey of fire service to access the state of and needs for implementing state-of-the-art behavioral health programs in fire service. This program is funded through a National Fire Act Grant by Homeland Security and administered through Texas A&M.

Provider serves on the International Association of Fire Fighter's Health and Safety Labor/Employee Assistance Program Committee. Committee evaluates and accesses behavioral health programming and policy for the International Association of Firefighters (IAFF) and its 250,000 members.

Professional History:

1998 to Present

Director Behavioral Health Programs for United Phoenix Fire Fighters (I.A.F.F. #493) and City of Phoenix Fire Department. Providing consultation, program development, benefit coordination and direct service, including the development of Department/Union substance abuse education/awareness program (Friends Help Friends Get Help).

2004 to Present

Director Behavioral Health Programs for City of Peoria Fire Department. Providing consultation, program development, training, benefit coordination and direct service.

1996 to 1998

Clinical Director City of Phoenix Fire Department Behavioral Health Program, providing direct service, consultations for policy and procedure development, quality assurance, program development and internal marketing.

1987 to 1996

Clinical Director and Management Partner for Counseling and Family Resources, DBA EAP Preferred, Phoenix, AZ, providing direct service, clinical supervision, training and development, marketing, contract development, and management consultation.
Contract manager, program developer, and emergency service provider for the Phoenix Fire Department providing critical incident team development, facilitation, and management.
Employee assistance programming, contract management, and treatment includes chemical dependency assessment, treatment, case management, training and treatment

supervision. Training includes supervisory and management referral methods, signs and symptoms of chemical dependency among employees, and policy and procedure guidelines to manage employees who are chemically dependent. Training also includes training of peer counselors to identify and support chemically dependent co-workers through the treatment process. Intensive outpatient program development includes creation of an intensive outpatient chemical dependency treatment group utilizing systemic, solution focused paradigms to address individual and family concerns relative to substance abuse and its impact on marriage and families.

1988 to 1990

Clinical Coordinator for St. Luke's EAPlus, Employee Assistance Program, Phoenix, AZ, providing internal-external employee assistance programming, clinical supervision, training, and program development.

Contract manager and Program Developer for Phoenix Fire Department, Chandler Fire Department, Sun City Fire Department providing critical incident team development, facilitation and management.

Employee assistance programming, contract management, and treatment included chemical dependency assessment, treatment, case management, and training and treatment supervision. Training included supervisory and management referral methods, signs and symptoms of chemical dependency among employees, and policy and procedure guidelines to manage employees who are chemically dependent. Training also included training of peer counseling to identify and support chemically dependent co-workers through the treatment process.

1987-1988

Clinical/Crisis Therapist for Phoenix South Community Mental Health Center, Phoenix, AZ, providing crisis and emergency services for individuals, couples, and families. Member of Phoenix South Quality Assurance Program. Emergency services included chemical dependency assessment, evaluation, treatment, referral and case management. Clientele were often homeless and SMI where CD issues were present and pervasive. Multi-disciplined staff of therapist, nurses, and psychiatrist-

developed treatment plans to address profound emotional disturbance and chemical dependency issues.

1986-1987

Mental Health Counselor for Pathfinders for Runaways, Milwaukee, WI, providing crisis services for teenage runaways and their families in an intensive two-week inpatient facility.

Individual assessment prior to admission included evaluation of chemical dependency an appropriate referral process if clients were not appropriate for two-week crisis management.

Family session included assessment and referral for chemical dependency issues when present in parent subsystem.

1984-1986

Mental Health Counselor Internship for Veteran's Administration Medical Center, Milwaukee, WI, providing counseling and discharge planning for inpatient oncology and outpatient substance abuse group counseling.

Experience included facilitating an outpatient relapse prevention recovery group for veterans who were discharged from inpatient chemical dependency treatment. Group was open-ended process and included individual family session to address recovery process relative to marriage and parenting.

Confidentiality policy statement - operational procedure:

All records and information about referral, diagnosis and treatment will be kept by Provider and treated as confidential. No information concerning a client's personal problems or participation in the program will become a part of the employee's personnel record. No information, oral or written, will be disclosed without the express written permission of the employee except where required by law (i.e. in cases involving danger to self, danger to others or neglect, abuse or molestation of minors, or the neglect or exploitation of an incapacitated adult.)

In addition Provider insures client confidentiality by maintaining the following procedures:

All client related material such as client files, appointment records and phone messages will be kept in a locked file after office hours or while not in use.

Efforts will be made except in emergency situations not to schedule clients from the same company/concern in consecutive appointments.

When attempting to contact a client by phone, Provider will not indicate to persons other than the client any identifying information that would suggest the nature of the contact.

Follow-up for missed appointments or other business will be done in such a manner as to not compromise client confidentiality. Whenever possible and appropriate, prior arrangements with the client will be made to ensure the proper process for phone calls and mailings.

All clients will be informed in their initial appointment of policies regarding confidentiality and their legal limits. At this time they will be asked to sign a form indicating their understanding of the limits of confidentiality and the conditions under which confidentiality may be breached.

In cases involving multiple clients, i.e. family, marital and/or group counseling the Provider will explain the policies employed by Provider in such a setting before beginning counseling.

Harm to self or others - operational procedure

The following defines the procedure used to insure the safety of a client; client company employee, and/or client company employee's family member from self inflicted and/or other inflicted harm.

Provider will respond, in priority fashion, to supervisor and/or employee concerns that constitute a danger of immediate potential danger of inflicting substantial bodily harm to self or another person.

Provider will advise supervisors to:

1. Call Provider to consult on situation.
2. In situations where bodily harm to self or others is a predominate feature, the following recommendations would be made:

If employee appears to be in immediate danger of substantial bodily harm to self or to another person, it is recommended:

Employee be asked to leave work area in company of security personnel.

If employee remains agitated and/or refuses security escort:

Police be notified and advised of situation

Provider be contacted

If employee is cooperative, they be assisted in:

Contacting Provider and/or consulting psychiatrist and arrange for evaluation.

Provider will:

- **Request employee sign Consent to Release Information**
- **Contract not to harm self or other**
- **Assess current level of lethality and treat as per general clinical standards**

If employee discontinues care against medical advice that appropriate measures be taken to ensure employee's safety and/or safety of others.

Provider will:

- **Contact appropriate authorities as needed**
- **Contact any individuals who may be harmed**
- **Use case management procedures**

B. Work Requirements for Counseling and Evaluation Services

Section III, Section: A-O

A. Contractor shall provide thorough confidential evaluation and counseling services for the Peoria Fire Department employees and their dependents.

B. Contractor shall offer aftercare and follow-up for employees who are referred out for specialized or long-term therapy.

Direct confidential counseling and service delivery will be available to Fire Department employees, family members, dependents, and retirees (Sworn and Civilian).

Counseling services and development of delivery systems will be in coordination with the City of Peoria's behavioral health benefit plans.

* Serve as liaison and coordinator for employee assistance programs.

Employees receiving specialized or long term therapy will be case managed as appropriate. This will include but not be limited welfare checks, coordination of additional services, and contractor provided care and services.

C. Contractor shall provide a process for management/mandatory referrals that will include written documentation on the employee's evaluation and progress. The City requires that any mandatory referrals be coordinated through the City's Human Resources designee.

Supervisor Referrals, Recommendations, and Mandatory Referrals:

Recommendations:

Recommendations are made in the event a supervisor notes that an employee is experiencing emotional/psychological difficulties but have not reached the point of significantly impacting job performance. Supervisors noting or being informed by the employee that they are experiencing personal problems may be provided information about program as a matter of concern and caring by the supervisor.

When recommendations are made the supervisor is not informed of the employee's attendance, course of treatment, or discharge date. Employees receiving counseling services through supervisor recommendations are covered by all the statutory rights of confidentiality afforded a self-referral.

Referrals:

Supervisors initiate referrals when job performance issues are apparent but the employee is able to continue functioning on duty or at the assigned position.

A supervisory referred employee signs a release of information during the consultation with the supervisor. The release gives permission to the treating counselor to inform the supervisor of the following:

1. Date of first appointment
2. Motivation and cooperation in the course of treatment
3. Date of discharge.

Information regarding the treatment plan, course of treatment, and/or presenting problem is not disclosed.

Mandatory Referrals:

Assessment, referral, and treatment will be provided for employees who are mandated for care.

Provider will coordinate disciplinary process with clinical care for the purpose of improving the health and work performance of employees who are mandated for care.

This process creates a working relationship between the City of Peoria Human Resources designee to ensure the treatment of employees who have clinical concerns and issues which impact that employee's capability to perform their job duties and responsibilities.

This supervisory and Department resource provides referral mechanisms to supervisors who are engaged in managing employees whose job performance may be impacted by emotional/psychological/substance abuse issues.

When an employee is mandated for care they will be required to sign a release of information during their consultation with the provider. This Release of Confidential Information will be specific to the Fire Department and/or City of Peoria Human Resources designee. The information provided will include:

1. Confirmation that the employee is attending counseling sessions.
2. Progress on treatment plan.

3. Reports of drug screens where this is required.
4. Cooperation and motivation of the employee in counseling.
5. Date of completion of services.

D. Contractor shall perform threat/violence assessments on employees, as requested by the City.

E. Contractor shall provide consulting and general intervention services regarding evaluations, treatment, and/or monitoring as determined by the City.

F. Contractor will be required to make written recommendations to the City as to the ability of the employee to perform the duties required of the position, and assess current mental status relative to possible future problems. The report shall be submitted to the City within ten (10) business days of the completion of examination/testing.

These functions (D & F) will be assumed to be included as a mandatory referral and emergency services (see Mandatory Referral page 10 and Emergency Appointments page 11). The employee's referral and compliance with evaluation and treatment would be a condition of employment.

Consultation and general intervention services are available upon request.

G. Contractor shall schedule appointments for employees or applicants within ten (10) business days of the referral.

H. Contractor will use reasonable efforts to respond to inquiries within one (1) business day.

Client scheduling for routine appointments: Within 10 business days. General practice is within five business days and returned phone calls requesting routine appointments within 24 hours.

Emergency appointments: Within twenty-four hours.

Critical Care referrals from City of Peoria Management/Supervisors: Within twenty-four hours and Emergency/crisis services available 24 hours a day.

City of Peoria request for information: Within twenty-four hours

Location of provider's office:

61 E. Columbus, Phoenix, AZ

Mobile Phone: 602.722.4087

Office Phone: 602-277-1500

Appointments are made: Monday - Friday, 9:00 a.m. - 4:00 p.m.

Specific counseling hours are adjusted per demand.

Professional liability and comprehensive general liability insurance: 2 million / 4 million dollars for professional liability.

I. Contractor shall offer education on substance abuse and stress impact on areas of employment, addiction, social and psychological effects.

Provider will offer training identifying the signs and symptoms of chemical dependency and abuse. The goal of training will be to increase awareness and self-discipline and provide information to assist co-workers in supporting others efforts to become drug free.

Additionally, trainings may include but not limited to Stress Reduction, Mental Aspects of Performance, and Balanced Living.

J. When applicable, the Contractor shall work with the City's EAP provider in an effort to coordinate a wellness plan and treatment recommendations.

Provider will be available to coordinate care and service delivery planning at request of City's Human Resource designee and the City's EAP provider.

K. Contractor shall provide three 2-hour training/education sessions per year.

Provider will provide a total of six (6) hours per year in format that is congruent with Department training schedules and needs.

L. Contractor shall be available to participate in individual staffings, discussions with City representative, conduct record reviews, prepare written reports on the finds which may be submitted to court, provide court testimony (e.g. as expert witness) in relation to employees and testify on an as needed basis.

Provider will be available to schedule meetings, staffings, and discussions as determined by the City of Peoria Fire Department and Human Resources in accordance with statutes, rules, and laws governing confidentially.

M. Contractor shall have ability to provide services that are geographically convenient to the City employees.

Location of provider's office:
61 E. Columbus, Phoenix, AZ

N. Contractor shall provide unlimited critical incident debriefing as requested by the City.

Contractor will provide assessment, triage, and crisis treatment for individuals and crews who have responded to critical incidents.

This will include determining the appropriate level of care for Members and crews to assure a return to normal levels of functioning following critical incidents. Ongoing follow-up, post call contact will ensure that Members who may have lingering reactions to critical incidents are involved in ongoing assessment and treatment as needed and clinical appropriate.

O. Contractor shall provide quarterly utilization statistics to include the following data on the services provided (these reports shall be in generic format and no employee or dependent shall be identified). The reports must be submitted with the quarterly invoice.

Reporting process and data collection are computerized. During the initial session the client completes a data intake sheet, which provides the substance of all client demographic information. All of the above is entered into a computer program, which in turn produces quarterly reports. Additional tracking information not captured in the intake data collection will be generated from specialized tracking form as indicated in Section III: O 1-13.

Reports will be generated quarterly and submitted with invoices.

PROVIDE A RESPONSE TO EACH QUESTION INDICATED BELOW:

- 1. Indicate what factors determine whether you or your agency will proceed with Counseling versus referral to EAP or another provider agency?***
- 2. What are the common types of cases that necessitate referral outside your agency?***
- 3. Describe the treatment modalities and methods used by you and/or your staff in counseling.***
- 4. List any behavioral health (mental or substance abuse) diagnoses which you or your agency would not handle.***

Provider possesses the credentials and experience to provide employees and their family members with full range of mental health services.

This covers a wide range of presenting problems including but not limited to: marriage, relationship, family, parenting, divorce/separation, depression, anxiety, stress, substance abuse, post traumatic stress disorder and trauma stress, physical and/or sexual abuse and issues related to medical problems.

Provider utilizes a strategic, solution focus oriented, brief therapy model. Individuals, couples or families may be involved in the therapeutic process depending on the nature of the problem.

Referrals are made for financial, legal, child and elder care issues.

Additional levels of care not limited to and including, Inpatient Hospitalization, Intensive Outpatient Care, Psychological Testing, Psychiatric Evaluation for medication, and Inpatient and Intensive Outpatient Care for Chemical Dependency will be coordinated with the City of Peoria Benefit Plan. Historically the provider has not referred employees or family members for outside services with the exception of these additional levels of care or at the specific request of the employee.

Provider will make referrals to other service providers as deemed clinically appropriate. The recipient of services accepts personal responsibility for use of referral services through available medical/mental health plan or other fee arrangements.

Provider will work with City's benefit plan to ensure prompt and quality care. Provider will case manage referrals to monitor client's progress to assure continuity of care. Clients may utilize provider services to obtain supportive care following hospitalization or extended care or may use short-term counseling to address related issues associated with a chronic condition.

Community services referrals are made for legal, financial, child and elder care services.

5. Have you or your agency ever sustained a lawsuit? If yes, please describe the situation(s).

None

6. Indicate your ability to provide a contract with a hold-harmless provision that relieves the City of any liability resulting from action by you and/or your staff.

Provider is a self employed contractor and carries a professional liability policy (Two million/Four million). The City will be held harmless.

7. How would you propose to integrate any of the client's existing services with your program?

See Question 1, 2, 3, & 4 Above

Additionally, provider will be available for staffings and general orientation sessions as the need arises.

8. Indicate any services for which you or your agency subcontracts.

No services will be subcontracted. All services will be provided by contractor with the exception of those noted above.

Upon award of contract:

Meet with City of Peoria designee(s) to:

Review current needs of the City of Peoria Fire Department and plan for the implementation of promotional activities.

Review of Department's current policies and procedures, substance abuse policy, scheduled trainings, and the employee assistance program's relationship to the Department's mission and goals.

Establish no less than quarterly meetings to review provider employee satisfaction, review program performance relative to mission, goals, policies & procedures.

Provide designated City personnel with Provider's phone emergency numbers.

Promotional Activities include:

Supervisory/personnel consultation/coordination.

Supervisory personnel are encouraged to use counseling services to consult on issues dealing with employees who may be experiencing personal difficulties.

Supervisory/Management Training. A training program is provided to supervisors and managers. The program is designed to assist the supervisor in how to use counseling services, how to identify the employee who may need assistance, how to conduct a constructive intervention/interview with the employee, and how to make a referral to provider, if necessary.

Employee Orientations.

Consult with City of Peoria representatives to generate an introductory letter to all Fire Department employees and family members, mailed by employer introducing program benefit, benefit provisions, how to access benefit, dates of orientation(s). Further, consult in the creation of C.A.R.E. Cards, posters, brochures, paycheck stuffers, articles for newsletters, etc.

6. Cost Considerations

Annual Rate	\$9,000.00
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Includes:

Provide counseling services to active and retired members/employees and family members of employees sworn and civilian.

Unlimited assessment and referral.

Unlimited personnel and supervisory consultation

Unlimited counseling scheduled within ten (10) business days.

Case management activities

Three 2-hour Trainings

Ongoing consultation, coordination, and reporting with City designees.

Quarterly Utilization Statistics

7. References

Pete Gorraiz
President, United Phoenix Fire Fighters Local #493
61 E. Columbus
Phoenix, AZ 85012
602-277-1500

Rich Duffy
Health and Safety
International Association of Fire Fighters
1750 New York Ave. NW
Washington, DC 20006-5395
202.737.8484

Robert Khan
Fire Chief
City of Phoenix Fire Department
150 S. 12th St.
Phoenix, AZ 85034
602-256-3189

Cliff Jones
Fire Chief
City of Tempe Fire Department
P O Box 5002
Tempe, Arizona 85280
(480) 858-7230

5/06/09

Social Worker Professional Liability Policy

*** RENEWAL ***

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

DECLARATIONS

POLICY NO: SWL-008132339
ITEM 1. (a) NAME AND ADDRESS OF INSURED:

RON TAPSCOTT
1914 E CAROLINE LN
TEMPE, AZ 85284

ACCOUNT NO: AZ-TAPR665-0 0331363S
ITEM 1. (b) ADDITIONAL NAMED INSUREDS:

TYPE OF ORG: INDIVIDUAL

ITEM 2. ADDITIONAL INSUREDS:

ITEM 3. POLICY PERIOD: FROM: 06/01/09 TO: 06/01/10
12:01A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS OF LIABILITY:

(a) \$ 2,000,000 EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR INTERRELATED WRONGFUL ACTS OR OCCURRENCE

(b) \$ 4,000,000 AGGREGATE

(c) \$ 25,000 DEFENSE REIMBURSEMENT

ITEM 5. PREMIUM SCHEDULE:

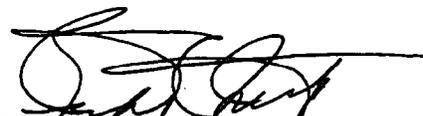
CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
PROFESSIONALS	1	225.00	225.00
DEFENSE LIMIT			50.00
TOTAL PREMIUM:			275.00

ITEM 6. RETROACTIVE DATE: 06/01/98

ITEM 7. EXTENDED REPORTING PERIOD
ADDITIONAL PREMIUM(If Exercised): \$ 275.00

ITEM 8. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY:
FORM #65852 7/96 #65853 (7/96) 52132 1/92 66048
8/96 83191 (10/03) 78711 (02/09)

APA23 (11/96) THIS IS NOT A BILL. PREMIUM HAS BEEN PAID


AUTHORIZED COMPANY REPRESENTATIVE

State of Arizona
Board of Behavioral Health Examiners

Be It Known That

Ronald L. Tapscott

Having exhibited to the Board of Behavioral Health Examiners satisfactory evidence of having met requirements to practice as prescribed by law, is hereby licensed as a

Licensed Clinical Social Worker

The Arizona Board of Behavioral Health Examiners hereby grants this

License Number LCSW-1644

Under its seal and signatures,

Laura de Blank

Board Chair

Issue Date: July 1, 2004

Expiration Date: November 30, 2010



EMPLOYEE ASSISTANCE PROGRAMS & BEHAVIORAL HEALTH SERVICES
CONSISTENT QUALITY • CONSTANT VALUESM

June 26, 2009

Lisa Houg
Contract Officer
Materials Management Procurement
City of Peoria
8314 West Cinnabar Avenue
Peoria, AZ 85345-6560

Re: P09-0058, Counseling and Evaluation [Fire]

Ms. Houg:

Counseling and Family Resources, Ltd. dba EAP Preferred cannot submit a proposal at this time for the requested services.

Thank you for considering our firm.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Fleming", is written over the typed name and title. The signature is fluid and cursive, with a large loop at the end.

Paul Fleming
President



CONTRACT AMENDMENT

Materials Management Procurement 9875 N. 85th Ave., 2nd Fl. Peoria, AZ 85345 Telephone: (623) 773-7115 Fax: (623) 773-7118

Solicitation No: P09-0058 Page 1 of 1 Description: Counseling and Evaluation Services for the Peoria Fire Department Amendment No: One (1) Date: 3/5/2010

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 6/30/10.

The New Contract Term Is:

Contract Term: 7/01/10 to 6/30/11

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature: Ron Tapscott Date: 4/6/10 Typed Name and Title: Ron Tapscott Company Name: 61 E. Columbus Phoenix AZ 85012 Address City State Zip Code

Attested by: Mary Jo Waddell, City Clerk

Requested by: Larry Rooney, Deputy Chief Fire Administration Recommended by: Lisa Houg, Contract Officer Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed April 13, 2010, at Peoria, Arizona.

Herman F. Kobergen, Materials Manager



(Rev 02/11/10)



CONTRACT AMENDMENT

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P09-0058 Page 1 of 1
Description: Counseling and Evaluation Services for the
Peoria Fire Department
Amendment No: Two (2) Date: 2/22/2011

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 6/30/11.

The New Contract Term Is:

Contract Term: 7/01/11 to 6/30/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Ron Tapscott
Signature Date

Ron Tapscott
Typed Name and Title

Ron Tapscott
Company Name

61 E. Columbus

Phoenix

AZ

85012

Address

City

State

Zip Code

Attested by:

Wanda Nelson

Wanda Nelson, City Clerk

Thomas Solberg
Director: Thomas Solberg, Fire Chief

Larry Rooney
Dept Rep: Larry Rooney, Deputy Chief Fire Administration

CC Number

ACON32609B

Contract Number:

Official File

Stephen M. Kemp
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
June 22, 2011, at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager
for



City Seal

(Rev 02/11/10)



CONTRACT AMENDMENT

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation No: P09-0058 Page 1 of 1
 Description: Counseling & Evaluation Services for the Peoria Fire Department
 Amendment No: Three (3) Date: 7/9/2012

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 6/30/12. The contract is being extended on a month-to-month basis, not to exceed six (6) months or December 31, 2012. The Contractor will bill the City on a monthly basis in the amount of \$750 per month through the remainder of the contract term.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Ron Tapscott
 Signature Date

Ron Tapscott, Owner
 Typed Name and Title

Ron Tapscott
 Company Name

61 E. Columbus
 Address

Phoenix
 City

AZ
 State

85012
 Zip Code

Attested by:

Rhonda Geriminsky
 Rhonda Geriminsky, Interim City Clerk

Stacy Irvine

Dept. Rep: Stacy Irvine, Deputy Fire Chief of Admin

CC Number

ACON32609C

Contract Number:

Official File



City Seal

(Rev 02/11/10)

Stephen M. Kemp
 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
August 1, 2012, at Peoria, Arizona.

Dan Zenko
 Dan Zenko, Materials Management Supervisor