



City of Peoria, Arizona

Notice of Request for Proposal

Request for Proposal No: **P07-0063** Proposal Due Date: **April 5, 2007**
 Materials and/or Services: **Training and Development Services** 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: David Goodenough
Goodenough Company
 Company Name
200 W. Mercer Suite 510
 Address
Seattle WA 98119
 City State Zip Code

Telephone: 206 286-2265 Fax: 206 286-3631
David D. Goodenough
 Authorized Signature for Offer
David D. Goodenough
 Printed Name
Owner - President
 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 Kief
 Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: 6-20-07

Approved as to form:
William L. Emerson, Assistant City Attorney
 Stephen M. Kemp, City Attorney



CC: _____
 Contract Number: **CON 33107**
 Official File: _____

Contract Awarded Date: 6-19-07
Herman Koebergen
 Herman Koebergen, Materials Manager



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

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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

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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 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



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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.
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



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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 its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; 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.



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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.
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:
 - 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.



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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.
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).
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 **Training and Development Services**.
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.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and seven (7) 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. **DO NOT BIND THE ORIGINAL COPY.**
10. **Proposal Content:** The following items shall be addressed in the proposal submission.
 - i. Project Understanding and Plan and Method of Approach to accomplish the Scope of Work.
 - ii. Overall Firm Experience and Similar Project Experience.
 - iii. Staff's Assignments and Experience.
 - iv. Fee Schedule.
 - v. A minimum of three (3) References from Similar Projects completed within the last five (5) years.
 - vi. Additional Data Support - detailed resumes, etc. (Data should *not* be mostly a continuation of data called for in items above).



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11. **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. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.
12. **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. Project Understanding and Project Approach.
 - b. Firm Experience/Similar Projects.
 - c. Staff's Assignments and Experience.
 - d. Cost Considerations.
 - e. Conformance to Request for Proposal.
13. **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.
14. **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. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
15. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
16. **Scope of Work Deliverable:** The successful contractor shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
17. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
18. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
19. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
20. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
21. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become



SPECIAL TERMS AND CONDITIONS

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effective upon notice.

22. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

23. **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.

24. **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. 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.



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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.

25. 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.

In the event any insurance policy(ies) required by this contract is(are) written on a "Acclaims 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.



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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.

26. **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.

27. **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.

28. **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.



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- a. 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.
- b. 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.

29. Confidential Information:

- a. 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.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

30. **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.

31. **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.

32. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
33. **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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34. **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.



SCOPE OF WORK

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Training and Development Services

Introduction

It is the mission of the Human Resources Department (HR) to attract, retain, and develop City of Peoria employees who share a commitment to provide quality service to the community. To successfully fulfill that mission, HR is looking to supplement its internal training initiatives with the use of materials and support provided by outside vendors. The City is in need of vendors and material for the following:

- **Training:** general training services and also for two specific projects: a diversity/cultural awareness initiative for police employees and an ethics initiative for the entire employee population. All three needs are discussed in the sections below. The ability of a single vendor to deliver all topics described below is not required. Multiple vendors may be selected by the City of Peoria.
- **Staff Development:** consultant services for two specific organizational development needs: individual assessment services to evaluate internal and external candidates for appointment to managerial and executive positions; and specialty services to facilitate effective union/management relations which foster an open, positive working relationship between the City's three union leadership teams and City representatives. Both needs are discussed in Section Two below. The ability of a single vendor to deliver both services described below is not required. Multiple vendors may be selected by the City of Peoria.

Section One: Training Services

1. General Training Services

a. Training Topic Areas (liability & compliance)

- Discrimination/Harassment Prevention
- Drug/Alcohol Awareness

Through multiple delivery methods we routinely train employees on liability & compliance subjects that help meet legal and safety requirements. These topic areas listed above will be rolled out to the entire workforce in phased steps. The vendor's input on a recommended rollout methodology is desired, along with post training materials that a supervisor could use for follow-up discussion with their work units. The vendor, upon request of the city, shall also provide a protocol for testing/evaluating participants' achievement of the learning objectives of the course presented.

b. Training Topic Areas (general)

- Communication Skills
- Conflict Resolution & People Problem Solving Skills
- Customer Service Skills
- Diversity (general employee training, see also section 2 below for Police Department initiative)
- Ethics (ongoing and refresher courses, see also section 3 below for City-wide initiative).
- Leadership & Supervisory Skills



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- Teambuilding
- Other related general skills development

Through multiple delivery methods we routinely train employees on general subjects that help improve work/business relationships and therefore have a positive impact on services delivered for the City of Peoria. These topic areas listed above will be rolled out to the workforce upon request as a positive intervention tool as well as through periodic offerings on a training calendar. The vendor's input on a recommended rollout methodology is desired, along with post training materials that a supervisor could use for follow-up discussion with their work units.

2. Training Services for Specific Projects

a. Police Diversity Initiative

The Peoria Police Department received Diversity Awareness Training in September 2004 from an outside vendor. This department wishes to continue education in this area and seeks a vending source with experience in the law enforcement sector. The Police Department is seeking a training program with multiple ongoing levels in various capacities, including on site training projects, cultural assessments, and strategy sessions for executive management. A Diversity Instructor for a Police Department will need to have insight and proposed decision-making processes that relate to law enforcement, as the law enforcement arena brings unique challenges and life experiences to the employees. After initial rollout, annual training with advanced levels is requested. The Police Department is comprised of approximately 270 employees, 170 of which are occupying sworn positions.

b. Employee-wide Ethics Initiative

The City seeks a vending source with experience in Ethics Training for City Staff which should include a work plan for citywide ethics training that focuses on the delivery of useful information in a manner that will maximize the opportunity for learning and behavioral change. The program should increase the ethical consciousness and problem-solving competence of participants, enhance the ability to perceive, avoid and deal more effectively with both internal and external ethical issues. In addition, the program should initiate policy setting and program development that ensures a sustainable ethical culture and enhances public trust.

The ethics training program should have:

- A methodology that will reinforce and sustain a message that is consistent with the organizational culture and will serve as an ongoing tool for all levels of staff within the organization.
- A new emphasis on the city ethics policy that encompasses the city's code of conduct, values and mission statement
- An enhanced ethics component that can be incorporated into the Leadership and Supervisory training and all new employee orientation materials
- Ethics standards and training that will be incorporated into the curriculum of all future city training opportunities
- A citywide ethics offering using a train-the-trainer methodology, beginning with senior and Executive staff.

The target audience includes 1100 employees, 75 of which are executive staff and management.



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3. Delivery Methods

It is requested that the vendor provide a methodology and delivery method that may include, but is not limited to, one or a combination of the following elements:

- a. On site instruction
- b. Internet web interface (including tracking and reporting capability). If this delivery method is chosen please provide technical requirements
- c. Classroom instruction with the option of a "Train the Trainer" product certification
- d. Keynote speakers for training or topic overview events

4. Audience

- a. Municipal government employees at different levels in the organization
- b. Where appropriate and applicable, the curriculum should be customized to meet the needs of the different audiences in the city such as managers; supervisors; front line staff, as well as the different professions that provide city services (i.e. Police officer, Firefighters. Office personnel, Parks maintenance workers, etc.)

5. General Requirements

a. Instruction

The vendor will employ adult learning principles and practices of multi-method instruction, using an approach that is skills based and interactive. The vendor is responsible for the accuracy, quality and timeliness of information and product being provided. The vendor is responsible for acquiring all outside data, literature, software, hardware, etc. needed. The vendor will provide qualified staff to perform the services on the dates specified by the city.

b. Reports

The vendor shall submit written or oral progress reports as required by the city, including a description of work performed, accomplishments, problem identification/resolution, conformance to the established schedule and a forecast of future services required by the partnership. The city shall determine the report format type (oral or written) and shall have the final approval of the report content, frequency of reporting, and deadline for the reports.

c. Written Evaluation Forms

Upon completion of each service(s), participants will be required to complete a written evaluation in the form specified by the city. The vendor shall be responsible for submitting to the city all the completed participant sign-in sheets and completed evaluation forms immediately upon service completion.

6. Products Available under the Contract



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Products shall include but shall not be limited to books, periodicals, workbooks, trade and technical publications, guides assessment tools, videos, charts, CDs, handouts and illustrations.

7. License of Proprietary Courseware

The vendor shall provide the city with written permission, through license fees (or other applicable means), for the use of proprietary training materials (including, but not limited to training and educational courses, materials, videos, models, terminology, etc.) used under this contract.

Section Two: Staff Development Services

1. Individual Assessment Services

The City seeks a qualified consultant to provide non-clinical individual assessments for finalists under consideration for appointment to Manager, Director and Executive level positions, and to provide ongoing consulting as needed to support the successful integration of newly appointed individuals into the City's leadership team. Candidates should be evaluated as to leadership style, interpersonal skills, temperament and other job related factors based on professionally developed and validated measures of personality, leadership style and cognitive function. Such assessment is intended to supplement other candidate data obtained from a variety of sources (e.g., interviews, references, and prior work experience). The vendor will provide written and verbal reports to summarizing findings and including an assessment of fit with the organization and the potential for coaching and development of the candidate. The selected consultant will have significant, relevant experience in the domain of industrial or organizational psychology and be available to provide services on-site at the Peoria campus.

2. Union/Management Facilitation Services

The City seeks a qualified consultant to provide facilitation/development services to promote an effective and open working relationship between the leadership teams of the City's three recognized collective bargaining unions (AFSCME, Peoria Fire Fighters' Association, and Peoria Police Officers' Association) and City representatives assigned to collective bargaining and employee relations roles. The selected consultant will have significant, credible labor/management experience and be available to provide services on-site at the Peoria campus.

Section Three: General Proposal Information

1. Proposal Contents

Proposals should be limited to 15 pages for each type of offering listed in the sections above and for which the vendor wishes to be considered. Proposals should include information about products, trainers, consultant vitae, format, content delivery methods, cost options, anticipated expenses and any additional details required to fully evaluate the efficacy of the proposed service and/or product. Each proposal should address the following specific items:

a. Understanding of the Scope of Work



SCOPE OF WORK

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- b. **Plan and Method of Approach to Accomplish the Scope of Work** – This shall include proposed training delivery methods, general content approach and details of any product (manual, workbook, video, etc) based on the information in the scope of services and shall include a sample sufficient to evaluate the product.
- c. **Work Plan, Task Schedule and Anticipated City Involvement** - This shall include but is not limited to the timeline needed to set up the City of Peoria as a customer and train City staff to use the product where applicable
- d. **Firm's Experience/Similar Projects** – This shall include but is not limited to an outline of similar municipal (or where applicable, Public Safety) projects.
- e. **Staff Assignments and Experience** - This shall include the experience and qualifications of the staff identified to perform the work
- f. **Fee Schedule** – This shall include an explanation of how total costs for services are determined (e.g., standard price, average cost, etc.)
- g. **References** – This shall include a minimum of three (3) references from similar projects completed within the last five (5) years.

2. Proposal Evaluation Criteria

Vendors and products will be evaluated using the following criteria:

- a. Project Understanding and Project Approach
- b. Experience/Similar Projects
- c. Staff Capabilities and Assignments
- d. Cost Considerations
- e. Conformance to Request for Proposal

3. Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and seven (7) copies and shall be delivered to:

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

The proposal shall be due no later than **5:00 p.m.** on **April 5, 2007**.

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



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 X .

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

3/24/07

Dear Materials Management Procurement Personnel:

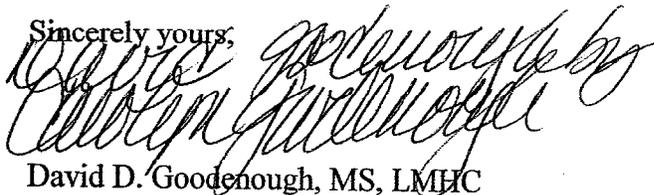
Attached you will find the response to your RFP: Solicitation Number: P07-0063 for Training and Development Services for the City of Peoria, AZ.

We have included two basic proposals for two separate sections of the RFP. We have been a vendor to the City of Peoria for a number of years and recently we have shifted our legal status. Therefore we want to notify you that we have changed from a Sole Proprietor Status in the State of WA, UBI number = 600649672 to an S Corporation, UBI = 602687151.

We are sending the Certificates of Insurance to you that cover all the requested information listed in this RFP Number P07-0063. We will attach copies of the insurance certificates to the original of this proposal additionally in case you need them now.

Thank your for the opportunity to bid for this work. We have enjoyed our long relationship with the City of Peoria and hope to continue in this mutually profitable relationship.

Sincerely yours,

A handwritten signature in black ink, appearing to read "David D. Goodenough", written over a faint, illegible background.

David D. Goodenough, MS, LMHC
President

Proposal For: **RFP: P07-0063**
Training and Development Services – *Individual*
Assessment Services

Presented By: **The Goodenough Company**
David D. Goodenough, MS, LMHC, President
The Goodenough Company
200 West Mercer, Suite #510
Seattle, WA 98119

Date Prepared: **3/24/07**

- I. Understanding the Scope of Work:
 - A. **Focus:** As indicated on Pg. 18 of RFP P07-0063, Section Two: Staff Development Services, #1 Individual Assessment Services.
 - B. **Understanding the Scope of Work:** We understand the City is seeking consultants to provide non-clinical individual candidate assessment of potential new employees and/or candidates for promotion into roles of leadership in the City. The role level within the organization is designated at Manager, Director, and Executive levels. We further understand that the consultant would be responsible beyond the assessment process on into the successful integration of the newly appointed individuals into the specific leadership teams of the City that they were hired into or promoted into.

The RFP also calls on the consultant to be skilled in and to assess leadership styles and competencies, interpersonal skills and emotional intelligence or maturity, temperament and/or style by personality type, and to be able to understand and assess the candidate's related experience and skills in such areas as professional development, leadership style(s), and cognitive abilities or functions.

We understand that the consultant will be responsible to the City to provide a comprehensive written and oral report regarding the assessment per individual that includes the aforementioned areas as well as fit within the organization and within the specific work group they are applying to as well as the needs and/or potential for coaching the individual candidate. Our understanding of this last area is that the consultant is to be attentive to not only the leadership skills and experience of the candidate, the personality fit with the City and the work group/Department as well as to the potential need for coaching, training, mentoring, etc. of the person being retained or promoted into a new position.

And finally we acknowledge the requirements in the RFP that call for the consultant to have the requisite skills, experience, credentials, etc. to be qualified to accomplish this work at a high level of professionalism and integrity. Please see items below that respond to our Firm's Experience in Similar Projects, and Staff Assignment and Experience.

C. Plan and Method of Approach to Accomplish the Scope of Work: I, David Goodenough am the only direct provider of this service for this contract. The following steps and processes are used:

1. We use personality and leadership surveys to assess the candidates regarding their leadership styles, cognitive skills, personality compatibility with the Client Company, preferences for work, leadership competencies, and a variety of other measures such as creativity, dominance, attention to detail, communications styles, etc. etc.... The surveys we use are well documented and researched tools of the professional. Typically we use the Myers Briggs Type Indicator, the 16PF (Personality Profile), and LPI (Leadership Practices Inventory). In some special cases we might substitute an instrument that was more suited to the skills assessment of the particular position being recruited for and that instrument would be of equal reputation and statistical validity to the three surveys mentioned. Once the candidates have completed the surveys and returned them to our offices we scores the surveys, assess the data and prepare for our face to face interviews.

2. Review of the position description and attendance in the final review of the candidates in via the assessment centers used by the City. We attend the final discussions when feasible of the assessors for the overall group of candidates interviewed. During that session we listen for the concerns of the assessors regarding any finalists we will interview. In this way we can be particularly attentive to the specific perceived strengths and weaknesses or qualifications of each finalist we are to assess.

3. We perform a face to face interview of the finalists. This could include only one person and it might include several more depending on the assessment center's determination of who should be considered for hire. David Goodenough specifically does these interviews. The interviews are from two to two and half hours usually face to face, sometimes via phone. The interview basically consists of three phases. One, a personnel interview format that looks at what the candidate's career aspirations are, what their reasons are for wanting a new position, some historical information about previous work assignments and/or background that may relate to their experience or skills related to the specific job, and just some general questions about their goals and motivations in applying for this job. Two, we review, survey by survey, the clients results with them. We do this so that they get feedback but more importantly so that we do not misinterpret their data. Surveys are only guides or data points for reference and we do not believe that you can take them literally so we must interpret them in the light of the discussion with the applicant. It is also a way to tell the candidates about issues the survey data suggests and to see how the candidates explain their survey scores. Three, we give them feedback telling them what we have concluded by our surveys and from the interview specifically telling them what our perceptions are about their candidacy. This allows them to challenge those perceptions which occasionally alters our views but mostly it gives us an opportunity to see how mature, insightful and self aware a candidate is.

4. David Goodenough then meets face to face or occasionally by phone with the primary hiring authority usually the person who would supervise the individual selected for the job. Sometimes there are several people involved in the review process. In this segment David tells the City Leaders what he perceives and or has concluded about each finalist. There is usually a fairly extensive dialogue discussing the pro and cons of hiring each of the candidates. David's job is to answer questions during this discussion phase. For example if the Leaders are discussing how two candidates might deal with difficult staff situations then David would provide insights into how the individual candidate's styles, experience, intellect, and personality might be most likely to deal with confrontation. Any number of issues can and do come up in this oral review process.
5. Finally, a written report is developed by David Goodenough and mailed or emailed to the hiring authority on each of the finalists he has assessed. This is typically about a twelve to fifteen page document giving a summary of findings, recommendations regarding the candidates fit for the job, and a fairly detailed review of the findings of the three surveys in a way that supports and documents the reasons for David's conclusions. This is submitted to the hiring authority or Department head related to the assessment process and is marked confidential.

We are careful in this report to make sure we are not addresses areas that are not appropriate to the situation and/or within the legal constraints of this type of candidate assessment. Our focus is not to say who the City should hire but rather to say if you hire this candidate this is how we think they would function on this job within this specific team of people. In that way we are both making sure that the report is not used as a primary basis for selection which would be inappropriate and we are making sure that we are not rejecting candidates. Rather we see our job as having the role of advisor and being the part of the process that augments your search process, assessment center and interview process and your reference checking process. More specifically we see our contribution as an evaluation of leadership styles,

personality strengths and weaknesses of potential leaders, and compatibility of the candidate's personal traits in relationship to the specific leaders of the City that they might report to. David feels particularly confident in providing this latter feedback in that he has assessed essentially all of the senior members of the City's leadership team at one time or another over the last few years. And it should be noted that this report is often used by the hiring authority or leader who manages the selected candidate to mentor them, help them grow in areas that David has outlined and/or to keep them from making mistakes that might be common to their particular areas of strengths and/or weaknesses.

5. On many occasions David has been also called upon to do some coaching of either the candidate as they enter the job and acclimate to the position and/or to assist the City Leader in coming to understand the strengths/weaknesses and/or communications styles of their new employees. On some occasions this has also turned into a coaching process for the new employee.
6. It should be noted that there can be and have been various applications of this model outlined above. That is sometimes it is a rather shortened format of what we have outlined or sometimes I have been asked to review an assessment in light of a certain set of behaviors of the employee and comment upon the various ways to manage and/or develop an employee whom I have assessed. We negotiate fees per incident in those cases.

Note: Due to the limitations of pages you want in this proposal I cannot include a sample report. I can tell you that Mr. Greg Eckman, your HR Manager could provide a redacted report as a sample if the review process wanted more detail about the kind of end product would be produced. I think I have in excess of fifty such reports for the City of Peoria in the last five plus years.

- D. **Work Plan:** When the City has authorized a position (new or existing) that needs to be filled by a new employee or an internal candidate they do a search. Once the search is complete, if they choose to use Candidate Assessment services, they notify us. Then we do the following:
1. We collect the candidate's names, addresses, phone numbers and email addresses and then we mail them a Federal Express envelope, with a return envelope, with the personality and leadership assessment surveys enclosed as well as a letter and directions about timelines, next steps and completion of the surveys. We make sure they have contact information for our firm in case of questions. Note: it is the job of the City HR or the Department doing the recruitment to provide us enough lead time to contact the candidates, do the surveys via mail, and prepare for the assessment process. We coordinate with them and usually find we need about a three week window to be effective.
 2. We get their data back and process it i.e., score the surveys and review the data.
 3. We travel (or operate by phone) to Peoria for the assessment center process. Typically we attend the final discussions of the assessment center participants to hear the discussion about the final candidates. At that time the City selects the finalists that they want to see me for a formal assessment interview.
 4. I meet with the candidates the City selects for two to two and a half hours per person using the format mentioned about for an interview.
 5. I meet with the hiring authority(s) to review my impressions and have a dialogue about the candidates fit for the position. This typically done on the day I interview the candidates.
 6. I write up my final report, as indicated above, and submit it confidentially to the hiring authority of the City.
 7. Upon request we may have some follow up discussion usually by phone to review certain key issues and/or questions the hiring authority may need clarification on regarding the individual candidates.
 8. We bill the City for the completed process.

- E. **Staff Assignments and Experience/Similar Projects.** I, David Goodenough, have been doing Candidate Assessment of public and private sector candidates for employment for fifteen plus years. Clients served have included Scottsdale, AZ, Kirkland, WA, Bothell, WA, Seattle, WA, State of WA Insurance Commissioners Office, City of Redmond, WA, King County, WA, Kitsap County, WA, Bellevue, WA, as well as many private sector companies in a wide variety of industry niches. I will do all the actual consulting for the Candidate Assessment myself. Carolyn Goodenough, my Business Manager has done all the survey scoring, logistical set up, mailing, and travel arrangements and meeting scheduling during the last fifteen years and is totally familiar with the process and manages the entire process except for the direct delivery of services which David does.

Bio's for David and Carolyn:

David D. Goodenough, MS, LMHC

EDUCATION & LICENSE:

MS, Interdisciplinary Studies (Counseling) 1976
University of Oregon, Eugene, OR

BA, Sociology & Elementary Education 1969
College of Idaho (now called Albertson's College), Caldwell, ID

Licensed Mental Health Counselor, LMHC, State of Washington
License # LH00004919, Since 1990

Professional Member, American Counseling Association since 1985

EMPLOYMENT HISTORY:

Owner/Founder 1983 – Present

Goodenough Company, Seattle, WA

Services & Areas of Expertise:

- Career Development Counseling/Outplacement Counseling
- Personnel Consulting: Leadership Training, Assessments, Recruiting, & Training
- Psychological Assessments
- Management Consulting: Troubled Employee Counseling, Leadership Coaching, Team Building, Morale Surveys, Training & Development

Clinical Director & Outplacement Counselor 1980 - 1983
Executive Services Associates (Now Right Associates), Bellevue, WA

Executive Director 1976 - 1979
Non-profit serving disadvantaged youth and families
Psychological Services of Idaho, Boise, ID

Assistant Director Masters Program in Interdisciplinary Studies
University of Oregon, Eugene, OR 1974 - 1975

Program Coordinator 1972 - 1973
One of the first Youth Service Bureaus in the Nation funded by HEW
Boise Youth Service Bureau, Boise, ID

Personnel Assistant - Employee Relations 1970 - 1971
Stanford University Hospital, Palo Alto, CA

Carolyn Goodenough Bio Sketch:

Carolyn oversees Client Relations and Business Development as well as functioning as the Business Manager for the Goodenough Company. She manages communications with existing clients from the time of service inquiry and project/contract planning through implementation and billing. She educates prospective clients about our service offerings and assists with proposal development and editing of materials. As Business Manager, Carolyn oversees the business finances and bookkeeping functions.

Over the past twenty five years, Carolyn has led many educational trainings for both private and public sector clients. She enjoys coaching individual people on client relations/customer service issues, including how to represent a company well through communicating effectively, listening and providing specific appropriate user friendly services.

She is skilled in interpersonal relations, communications and conflict resolution.

In addition to her experience in providing training, she served as a Career Consultant for thirteen years. She has trained psychologists in our method of Career Counseling in Denmark and Sweden. For many years she worked for large corporations and very small companies in roles focusing on communications, training, relational sales and client relations/customer service.

- F. **Fee Schedule:** As indicated above there can be various models of the Candidate Assessment that we are requested to provide but they all fall with a certain set of parameters.

Basic Rate:

1. Flat rate of \$2,000.00 per Candidate Assessment which includes all aspects of the process for that one candidate meaning testing, interviewing, oral feedback to City hiring authority, final written report, and follow up discussion as needed by the hiring authority.
2. We charge separately for per diem, mailing fees, and travel. We coordinate with the City to make sure we find reasonable rates and we use City rates in hotels when possible. We fly coach and eat within very reasonable limits.
3. We charge \$250 per candidate tested for those candidates we survey but who are not selected as finalists to go through the complete process with us. This fee covers our basic cost of testing and handling the survey process. Note: If a candidate is selected for an interview, as indicated in #1 we do not bill separately for the surveying rather that is part of the base rate of \$2,000 per candidate.
4. As indicated above, if we do a shortened form of this we negotiate a lesser fee per candidate. For the purposes of this contract no fees per candidate would exceed the flat rate in item #1 plus expenses.

G. **References:** We have any number of references in addition to the ones listed below if there is any need for further documentation.

1. Dave Ramsey, City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033
425 587-3100
dramsey@ci.kirkland.wa.us

2. Chief Alan Rodbell
City of Scottsdale Police Department
8401 East Indian School Rd
Scottsdale, WA 85251
480 312-5000
arodbell@scottsdaleaz.gov

3. Kate Snider, Partner
Floyd Snider (Environmental Consultants)
2 Union Square, Suite 2400
Seattle, WA 98101
206 292-2978
katesnider@floydsnider.com

4. Tara Adams, Recruiter
Adams Consulting
9305 NE 191st Street
Bothell, WA 98011
425 485-9405
taraleeadams@hotmail.com

Proposal For: RFP: P07-0063
**Training and Development Services –
General Training Services –
Training Topic (General)**

Presented By: The Goodenough Company
David D. Goodenough, MS, LMHC, President
The Goodenough Company
200 West Mercer, Suite #510
Seattle, WA 98119

Date Prepared: 3/30/07

- I. Understanding the Scope of Work:
 - A. **Focus:** As indicated on Pg. 18 of RFP P07-0063, Section One: Training Services, Item #1, and General Training Services, Section b: Training Topics Areas (general).
 - B. **Understanding the Scope of Work:** We understand the City is seeking consultants to provide to its employees via multiple training methods training on general topics to help improve work and business relationships. The overall goals of the City are focused on creating a workplace where employees will want to stay, where the employees will contribute at the highest levels of effectiveness due to good interpersonal skills, good communications, good leadership, and a variety of other best practices methods utilized by the City to support and sustain quality employees.

The RFP also calls on the consultant to be skilled in and to assess leadership styles and competencies, interpersonal skills and emotional intelligence or maturity, temperament and/or style by personality type, and to be able to understand and assess the candidate's related experience and skills in such areas as professional development, leadership style(s), and cognitive abilities or functions. Additionally the RFP suggests it wants highly skilled consultants who specialize in specific sub sets of training including but not limited to communications skills, conflict resolution and people problem solving skills, leadership and supervisory skills, teambuilding and other related general skills development training.

We understand that the consultant will be responsible to the City to provide a comprehensive written outlines and/or training materials for each such engagement. And we know that the product we produce if generated specifically for the City of Peoria is in fact City property once the training has been completed. We would indicate if we used any materials that were proprietary to the Goodenough Company.

Note: We are not a traditional training and development company rather we are consultants who work on projects from a one off basis. That is, we create a new format for every kind of training that we do which is customized to the specific requirements of the City/client. Therefore we do not pitch/sell any canned programs. This also means we do not have any canned programs to show you. We have completed a number of trainings/workshops for the City of Peoria in the past and the records of those proposals and outlines of their content are on file in the HR Department and/or with the specific Department we worked with on any given project. We have completed trainings and workshops and retreats for the overall City leadership team; for the Fire Department (numerous ones); for the IT Department; and for the Finance Department.

C. **Plan and Method of Approach to Accomplish the Scope of Work:** I, David Goodenough am the only direct provider of these services for this contract. The following steps and processes are used:

1. Upon request from a City Department we would prepare a proposal for a training or retreat. Steps:
 - a. As a custom consulting process we always start with an extensive phone or personal consultation (for which there is no charge) to assess the needs of the client. We not only try to determine what type of training or retreat they might think they want, but further we challenge those assumptions to make sure that what they say they want will in fact produce the desired results. So, we start by just asking and listening, then we focus on desired net results, then we focus on making sure the model of assistance they are asking for is the most effective model of assistance to reach their desired outcomes. Once we have that set of dialogues completed and only if we think we are a good fit for what they want we then produce a proposal.
 - b. Reviewing proposals: Being a custom consultant we propose a solution or model of what we believe the City/client wants and then it is up to them to tweak it and/or add and delete elements or focus to make sure that we correctly address the issues they want to focus on and that we are producing results via our model that will net them the results they desire to have for their workgroup. Rarely do people just take our proposals without altering them. We believe this is very good. We think in this way we are actually producing something tailored to your City's needs vs. a canned approach to training/consulting.
2. Training or Retreat Delivery: We prepare final retreat/training materials and handouts for the session(s). These are designed to be used as both agenda's and guidelines for the retreat and also as both handouts and worksheets where participants can make notes as we work through the sessions.

3. Depending on the nature of the session/training/retreat we may well provide a final report or a review of the findings or critical conclusions we reach in the working session. For example: if the retreat were to be on lateral communications between City Departments then we would capture the agreements made during the retreat and prepare a final report outlining the decisions made, time commitments, assigned tasks, etc. Often it is just a set of reminders or rules of thumb that get created once we have completed the actual training. This part of our work is really up to the client and is situational.

D. **Work Plan:** In this presentation this section is really totally redundant of the previous Section C. The only elements we would add are:

1. We need to work with the scheduling of the sessions and plan our travel and availability to coincide with the needs of the City.
2. We usually ask to have a point person assigned who will help with preparing a site, setting up the schedule, and maybe preparing some handouts if it is easier for the City to make copies of training materials.
3. We always arrive early to make sure set ups are correct and that the accommodations are adequate for the needs of the session. And we always stay late to answer any questions of participants or just to discuss the session with the leaders.
4. It is our rule of thumb to follow up with the City key person who requested the session/training in the first place to see if there are any concerns and/or follow up needs. We find in this way we get feedback on our performance without making it a formal process.

E. **Staff Assignments and Experience/Similar Projects.** I, David Goodenough, have been doing training and retreats in the public and private sector for twenty five plus years. Selected example public sector clients served have included: Scottsdale, AZ, Kirkland, WA, Bothell, WA, Seattle, WA, State of WA Insurance Commissioners Office, City of Redmond, WA, King County, WA, Kitsap County, WA, Bellevue, WA, as well as many other public and private sector companies in a wide variety of industry niches including but not limited to: Bank of America, Lease Crutcher & Lewis Construction, Port of Seattle Airport; Family Services of American; EPA, Region X; etc. I will do all the actual consulting for the training myself. Carolyn Goodenough, my Business Manager has will do all the logistical set up, travel planning, scheduling, contracting, etc.

Examples of projects that were recently completed:

Retreat for Leadership Team for the Maintenance Department for the Port of Seattle, Airport Division. See reference John Christenson below.

Currently setting up for a new Leadership Communications and Personality Style Retreat for the City of Kirkland, WA. Have completed a number of trainings and consulting assignments for them over the years. See reference for Marilyn Beard, Assistant City Manager below.

Provide Owners Prioritization and Strategic Planning Sessions for Floyd Snider, a local prestigious environmental consulting firm. See reference for Kate Snider below.

Numerous retreats on leadership styles, communications, team building, constructive conflict resolution, hiring practices, lateral communications or reducing the silo effect, as well as many other customized trainings regarding any significant issues related to Human Resources, Organizational Development and Leadership Development.

Bio's for David and Carolyn:

David D. Goodenough, MS, LMHC

EDUCATION & LICENSE:

MS, Interdisciplinary Studies (Counseling) 1976
University of Oregon, Eugene, OR

BA, Sociology & Elementary Education 1969
College of Idaho (now called Albertson's College), Caldwell, ID

Licensed Mental Health Counselor, LMHC, State of Washington
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- Career Development Counseling/Outplacement Counseling
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Executive Services Associates (Now Right Associates), Bellevue, WA

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Program Coordinator 1972 - 1973
One of the first Youth Service Bureaus in the Nation funded by HEW
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- F. **Fee Schedule:** As indicated above there can be various models of the Candidate Assessment that we are requested to provide but they all fall with a certain set of parameters.

Basic Rate:

1. All our proposals are based on a corporate consulting rate of \$285 per hour. We do not charge for initial discussions of training needs and/or the development of proposals. We do charge on either a project flat rate basis or by the hour depending on the nature of the project and/or the request of the client. In most of the work we have done for the City of Peoria we have made a flat rate proposal plus travel, per diem, mailing fees i.e. all associated costs. We work with the City to make sure we find reasonable rates and we use City rates in hotels when possible. We fly coach and eat within very reasonable limits.

Note: We look to the City to define how they would like us to package our proposals for service not only in the context of customizing but also in the context of what fits within their structure for budget and for fee format. Our goal is to find a way to serve the customer on their terms whenever it is functionally and economically viable.

G. **References:** We have any number of references in addition to the ones listed below if there is any need for further documentation.

1. Marilyn Beard, Assistant City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033
425 587-3100
dramsey@ci.kirkland.wa.us

2. John Christenson, Director of Facilities & Maintenance
Port of Seattle, Seattle, WA
206 433-7288
Christianson.J@portseattle.org

3. Ernesta Ballard, Sr. VP for Government Relations
Weyerhaeuser Corporation
253 924-3542
ernesta.ballard@weyerhaeuser.com

4. Kate Snider, Partner
Floyd Snider (Environmental Consultants)
2 Union Square, Suite 2400
Seattle, WA 98101
206 292-2978
katesnider@floydsnider.com

5. Pete Babington, Director of Facilities & Maintenance
Highline Community College
206 878-3710
pbabingt@highline.edu

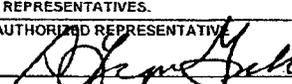
ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR CS GOODE-1	DATE (MM/DD/YYYY) 04/02/07
PRODUCER Sprague Israel Giles 1501 4th Avenue, Suite 2000 Seattle WA 98101-1637 Phone: 206-623-7035 Fax: 206-682-4993		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
David D. Goodenough DBA Goodenough Company 200 W Mercer Street Ste 510 Seattle WA 98119		INSURER A: West American Ins. Co A+XII	44393
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BZW(07) 50440161	01/15/07	01/15/08	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BZW(07) 50440161	01/15/07	01/15/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City, its agents, representatives, officers, directors, officials & employees are additional insured with respects liability arising out of operations by or on behalf of the named insured. RFP Bid#P070063 "Training & Development Services for the City of Peoria, AZ" Insurance is Primary & Non Contributory. Waiver of Subrogation applies

CERTIFICATE HOLDER City of Peoria Materials Management Procurement 8314 West Cinnabar Avenue Peoria AZ 85345-6560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**HEALTHCARE PROVIDERS
SERVICE ORGANIZATION
PURCHASING GROUP
CERTIFICATE OF INSURANCE
OCCURRENCE POLICY FORM**

Print Date: 11/15/06

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0270314981	from: 12:01 AM Standard Time on: 07/04/06 to: 12:01 AM Standard Time on: 07/04/07
Named Insured and Address:				Program Administrator:
David D Goodenough 200 W Mercer St Ste 510 Ste 510 Seattle, WA 98119-5908 Medical Speciality: Clinical Counselor / LPCC Mental Health Counselor				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Code: 72990 72990				Insurance Provided by: American Casualty Co. of Reading, PA CNA Plaza 26S Chicago, IL 60685
COVERAGE PARTS			LIMITS OF LIABILITY	

A. PROFESSIONAL LIABILITY

Professional Liability (PL)	\$ 1,000,000	each claim	\$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	\$ 10,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit			\$ 10,000	aggregate
Deposition Representation	\$ 2,500	per deposition	\$ 5,000	aggregate
Assault	\$ 10,000	per incident	\$ 25,000	aggregate
Medical Payments	\$ 2,000	per person	\$ 100,000	aggregate
First Aid			\$ 2,500	aggregate
Damage to Property of Others	\$ 500	per incident	\$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above		
Fire & Water Legal Liability	included in A. PL limit shown above subject to \$150,000 sub-limit		
Personal Liability		\$1,000,000	aggregate

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total Premium: \$ 317.00	QUESTIONS? CALL: 1-800-982-9491
Policy forms and endorsements attached at inception.	
G-121500-C G-121503-C G-123854-C46 G-121501-C G-145184-A G-147292-A G-144872-A G-123846-C46 G-123828-B G-123811-C46	
Master Policy # 188711433	

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Irvin H. H.
Chairman of the Board

John M. Z...
Secretary



CONTRACT AMENDMENT

Materials Management Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: **P07-0063** Page 1 of 1
Description: Training and Development Services
Amendment No: Extension 1 Date: **04/24/08**

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 06/19/08.

The New Contract Term is:

Contract Term: 06/20/08 to 06/19/09

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

[Signature]
Signature

06/16/08
Date

[Signature]
Typed Name and Title

Goodenough Company
Company Name

200 W. Mercer Suite 510
Address

Seattle
City

WA
State

98119
Zip Code

Attested by:

[Signature]
Mary Jo Kief, City Clerk

[Signature]
Requested by:

[Signature]
Recommended by:

[Signature] Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
8/30/08, 2008, at Peoria, Arizona.

[Signature]
Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON 33107A

Contract Number:

Official File

A CON 33107A