City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No	**P09-0054**	Proposal Due Date	**March 5, 2009**
Materials and/or Services	**Diversity Training Services**	Proposal Time	5 00 P M AZ Time
		Contact	**Lisa Houg, CPPB**
Project No	Location City of Peoria, Materials Management Mailing Address 8314 West Cinnabar Avenue, Peoria, AZ 85345	Phone	(623) 773-7115

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 Richard Brandt — Telephone 815-477-2330 Fax 815-477 2335

RDR Group, Inc — Company Name

Richard Brandt — Authorized Signature for Offer

5250 Grand Ave., Ste. 14, #206 — Address

Richard Brandt — Printed Name

Gurnee IL 60031-1877 — City State Zip Code

Vice President RDR Group, Inc. — 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 City Clerk

CC

Contract Number ACON18609

Official File

City of Peoria, Arizona — Effective Date 4/1/09

Approved as to form Ellen Van Riper, Assistant City Attorney

Stephen M Kemp, City Attorney

Contract Awarded Date 3/27/09

Herman Koebergen, Materials Manager

COP 203RFP (10/01/08) CW

A CON 18609

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CG
RDRGR-1

DATE (MM/DD/YYYY)
04/10/09

PRODUCER

Leech Bridges, Inc.
1717 Lewis Avenue
Zion IL 60099
Phone: 847-872-4982 Fax: 847-872-2528

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

RDR Group, Inc.
Doug LaBelle
5250 Grand Ave Ste 14 206
Gurnee IL 60031-1877

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Pekin Insurance	
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN L AGGREGATE LIMIT APPLIES PER [ ] POLICY [ ] PRO-JECT [ ] LOC	CL0089272-0	02/11/09	02/11/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON OWNED AUTOS	00P635863	02/11/09	02/11/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes describe under SPECIAL PROVISIONS below	00WC74576	02/11/09	02/11/10	[X] WC STATUTORY LIMITS [ ] OTHER E L EACH ACCIDENT E L DISEASE EA EMPLOYEE E L DISEASE - POLICY LIMIT	$ 500000 $ 500000 $ 500000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Conference @8401 W Monroe St., Peoria AZ - Proof of insurance - City of Peoria is additional insured for work performed by named insured under written contract during policy period.

CERTIFICATE HOLDER

CPEORIA

City of Peoria
8401 W Monroe St.
Peoria AZ 85345

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

Michael K. Best

© ACORD CORPORATION 1988

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

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

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

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

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

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

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

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

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

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

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

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

12 **AWARD OF CONTRACT**

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

STANDARD TERMS AND CONDITIONS

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies

   a The submission of the offer did not involve collusion or other anti-competitive practices

   b The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456

   c The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred

2 **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph

3 **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989 In addition, if this agreement pertains to construction, Contractor must also comply with A R S § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A R.S § 34-302, as amended (Residence Requirements for Employees)

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

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty Contractor agrees to assist the City in regard to any random verifications performed

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

provide services under this agreement or any subcontract "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor Services include construction or maintenance of any structure, building or transportation facility or improvement to real property

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

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

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

4 **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code

5 **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer The Solicitation shall govern in all other matters not affected by the written contract

6 **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor

7 **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract

8 **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction

9 **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application

10 **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

11 **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all pervious 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 contact This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties Any attempt at oral modification of this contract shall be void and of no effect

12 **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City

13 **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City The prime contractor shall itemize all sub-contractors which shall be utilized on the project Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein The Contractor is responsible for contract performance whether or not Subcontractors are used

14 **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract

15 **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable

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

16 **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract

17 **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

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

Force majeure shall not include the following occurrences

a Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences

b Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition

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

18 **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract

19 **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above

20 **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded

21 **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties Additional warranty requirements may be set forth in the solicitation

22 **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor If so returned, all costs are the responsibility of the Contractor The City may elect to do any or all

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

a Waive the non-conformance

b Stop the work immediately

c Bring material into compliance

This shall be accomplished by a written determination for the City

23 **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract

24 **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole

25 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole

26 **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials

27 **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City

28 **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract

29 **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City

30 **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications

31 **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner

32 **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction

33 **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

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

SPECIAL TERMS AND CONDITIONS

Solicitation Number· **P09-0054**

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

1 **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Diversity Training 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 The City of Peoria encourages diverse suppliers to respond to solicitations for products or services

9 **Proposal Format.** Proposals shall be submitted in one (1) original and five (5) 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

10 **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information

11 **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below The evaluation factors are listed in their relative order of importance

a Plan and Method of Approach
b Firm and Staff Experience

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

c Questionnaire
d Cost
e Conformance to Request for Proposal

12 **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award

13 **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation The proposals shall not be open for public inspection until after contract award After contract award, the successful proposal and the evaluation documentation shall be open for public inspection

14 **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project

15 **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

16 **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

17 **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

18 **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

19 **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice

20 **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

21 **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

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

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

22 **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

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

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

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

23 **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 Aclaims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance

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

All Certificates of Insurance shall be identified with bid serial number and title A $25 00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title

24 **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

25 **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

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

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

26 **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

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

27 **Unifier Project Management System** Awarded vendors may be required to utilize the City's Project Management System, Unifier, for the management of business processes and information regarding the awarded contract Unifier is an on-line application and will be made available to awarded vendors at no additional charge Vendors will utilize Unifier to submit and process information to the City such as Field Change Order Requests, RFI's, Submittals, Payment Applications, Meeting Minutes, etc Training will be offered to the vendors at no additional charge

28 **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

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

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

29 **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

30 **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

31 **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

32 **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

33 **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,

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

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

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

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

a Transportation

i Air Transportation -- coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon

ii Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs)

b Lodging and Meals

i Meals – three meals per day, at the current federal per diem rate for Maricopa County

ii Lodging – not to exceed the current federal rate for Maricopa County Vendors are encouraged to stay in hotels located within the City of Peoria when practical A listing of accomodations within Peoria can be found on the following website http //visitpeoriaaz com/accommodations php

	SCOPE OF WORK	Materials Management Procurement 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone (623) 773-7115 Fax (623) 773-7118
	Solicitation Number **P09-0054**	

Diversity Training Services

Introduction
The City of Peoria is in need of a diversity/cultural awareness program for all employees, that advocates and strengthens the sensitivity of our organization to the diversity of race, culture, ethnicity, ability, background, gender, age, sexual orientation, abilities and religions The City wants to assure that the organization is welcoming to all human diversity

This program will set the foundation for a sustainable organizational culture change that supports the mission of the City of Peoria Diversity Committee, " to promote awareness, understanding, and appreciation of equity and diversity throughout our organization We believe that we provide higher quality service by developing a workforce that is reflective of and responsive to the community We strive to be a truly welcoming organization "

Section One: Training Services
The City seeks a vending source with experience in Diversity Training

1. **Delivery Methods**
   a Propose 2 options
   - Classroom instruction by the vendor
   - Classroom instruction with the option of a "Train the Trainer" product certification and delivery

   b Propose 2 options
   - A schedule that will deliver training to all City staff by June 30th - 1220 total participants, 41 sessions approximately 30 participants per class
   - A schedule that will deliver training to all supervisors, managers, and executive staff by June 30th - 215 total participants, 7 sessions approximately 30 participants per class
2. **Audience**
   Municipal government employees at different levels in the organization and in a variety of professions
   a 1220 employees total
   b 21 are executive staff
   c 54 are management
   d 140 are supervisors
   (All counts are approximations)
3. **General Requirements**
   a 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 **The City would like all sessions completed by June 30, 2009 for the initial term Indicate your ability to begin delivering training in April, 2009.**

Section Two: General Proposal Information

1. Proposal Content

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 areas in the order listed below

a **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 Include a proposed Project Schedule to indicate ability to meet timeframe as indicated in Section One

b **Firm and Staff Experience** – This shall include, but is not limited to, an outline of similar municipal (or where applicable, Public Safety) training services and shall include the experience and qualifications of the staff identified to perform the work

c **Questionnaire** – Complete attached Questionnaire

d **Cost** – Provide a Fee Schedule that includes an explanation of how total costs for services are determined to perform the services as outlined in Section One If applicable, include any associated Travel or Reimbursable costs The travel related costs must be broken out separately

e **References** – This shall include a minimum of three (3) client references completed within the last five (5) years and provide a separate client list with contact information

2 Proposal Evaluation Criteria

Vendors and products will be evaluated using the following criteria
a Plan and Method of Approach
b Firm and Staff Experience
c Questionnaire
d Cost
e Conformance to Request for Proposal

3 Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and five (5) 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 **March 5, 2009**
All questions regarding the proposal should be directed to Lisa Houg at Lisa Houg@peoriaaz gov

QUESTIONNAIRE

Solicitation Number: **P09-0054**

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

	Diversity Training Services	Response, or Reference to Supporting Documentation
Vendor Questions - Please provide answers to the following questions		
1	From your experience, what pedagogy/andragogy is most appropriate for the subject of diversity/inclusion?	A combination of lecture, discussion, role-play, case studies, and action planning.
2	How long have you been delivering training in the area of diversity/inclusion?	10 years
3	How has your diversity training evolved over time?	We have added multiple tools to support the training (360 assessment, manager discussion guides, action planning); and have made the material more behavior-based.
4	What is the time length of your course?	The program is 8 hours for leaders and 4 hours for employees
5	What is the maximum attendance per session?	30 people per session
6	Have you facilitated diversity training for municipalities before? If so, who?	Riverside County of California
7	Have you facilitated diversity training for public safety organizations/groups before? If so, who?	No
8	Describe how other municipalities or organizations have benefited from your diversity training?	They used it as a leadership development program.

QUESTIONNAIRE

Solicitation Number **P09-0054**

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

9	Do you customize your training to meet your clients needs? If yes, give an example of such customization	Yes, absolutely. We typically create scenarios specific to an organization or industry.
10	Do you address Affirmative Action in your training program? If yes, how so?	Only in a limited way when discussing the history of legislation.
11	Detail what population groups benefit from your diversity program?	We cover multiple identity groups: African-Am, Anglo-Am, Asian-Am, Hispanic-Am, Gen Y, Gen X, Boomers, Pre-Boomers, People w/ Disabilities, GLBT, etc.
12	How are people encouraged to take a role in diversity?	We examine five specific behaviors that lead to inclusion + ask individuals to create personal action plans.
13	Is there a business case for diversity in city government? If so, describe it and indicate an example of a business case you use	The most significant business case is how it effects employee engagement + customer service. This is supported by research conducted by Gallup Org.
14	What methodology do you use to ensure training objectives are lasting?	We use a 360-assessment as pre-work + post work + discussion guides to sustain dialogue + accountability
15	How do you measure the effectiveness of your training?	Through the 360 assessments to measure behavior change.
16	Based on our geographical area what uniqueness' may need to be addressed? Give an example of how you might address an identified uniqueness	Two that I can think of would be the large Hispanic community + generational differences.

QUESTIONNAIRE

Solicitation Number: **P09-0054**

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

17	What course outcomes are intended from attending your training session?	An improvement in employee engagement, customer service, and public image.
18	Do you have a Train-the-Trainer program? If yes, what are the requirements?	Yes, it is a five day commitment + we expect trainees to have facilitation experience + a passion for inclusion.
19	What sets your training apart from other diversity training you are familiar with?	The fact that it focuses on specific inclusive behaviors that can be measured, tracked + improved.
20	Do you provide any kind of support to assist in furthering our diversity/inclusion efforts?	Yes the 360 assessment + leader discussion guides.
21	What would the City of Peoria need to provide for you to facilitate the training here?	Only the support of leadership + an audience. We can provide all the equipment + trainers.
22	Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? If yes, please provide details and documentation of the certification	No.

Plan and Method of Approach

RDR Group's goal in providing inclusion training for our clients is to help them create sustainable culture change To accomplish this, our program focuses on five specific behaviors that hinder inclusion and five corresponding behaviors that promote it. This brings the subject down to a question of individual responsibility by focusing on practices that can be measured, tracked, and targeted for improvement Consequently along with the inclusion workshop we supplement the learning experience with an online 360-tool that can be administered before and after the training We also supply a leader's discussion booklet to all supervisors and managers so they can carry on dialogue with their teams, develop action plans, and create accountability for a period of six months

1. Course Content

Connecting with Others:
Reaching Performance Potential Through Inclusion

This workshop helps individuals identify the specific behaviors that create disconnects and the counter-behaviors that lead to inclusion It goes beyond basic diversity awareness, to understanding how major identity groups differ, and what it takes to connect cross-culturally so you can improve team performance and customer service These cross-cultural skills are absolutely essential to earning a reputation as an Employer of Choice and excelling at customer service in a multi-cultural/multi-generational environment

I. Why Inclusion Matters

A. Definition of Terms

- Distinguish between 'diversity' and 'inclusion' Having a diverse workforce isn't enough, organizations need to insure that differences are understood, respected, valued and utilized so that every employee is fully engaged This requires cross-cultural relational skills
- We call it "connecting" – the ability to build relationships of trust and respect with colleagues and customers from different cultures.
- Most people are not aware of the subtle behaviors they engage in that create disconnects with others

B. The Impact of Inclusion

- Participants are asked to brainstorm around the question· "What is the impact of connecting or disconnecting internally (with fellow employees) and externally (with customers)?" This exercise allows them to recognize the relevance of inclusion both in terms of business performance and personal success

- Two landmark studies are briefly shared to support the link between inclusion and performance (Data from Gallup Organization and GPW Institute)

C. Gauging Connectivity

- Each participant is asked to give their candid assessment of how well the organization is doing, with respect to connecting by rating three separate categories of inclusion Organizational Policy, Personal Effort; and Organizational Practice
- Inevitably the general opinion is that Organizational Policy on inclusion looks great in print; and their own Personal Efforts as individuals are above average; but the Organizational Practice is coming up short.
- This paradox highlights a human tendency called 'self-serving bias' (i e , minimizing our contribution to problems). Consequently we need to take greater personal responsibility for creating an inclusive environment at work

II. Differences That Make A Difference

A. Broadening the Definition of Diversity

- Diversity can include gender, age, education, religion, department, function, etc
- Discussion in small groups is held to explore how differences can be even more challenging when dealing with people from other countries, participants are asked to share their personal stories and experiences

B. Differences Can Sometimes Create Disconnects

- It is often subtle behaviors that are largely unintentional that create disconnects with others.
- If a workplace is going to be inclusive employees must learn to identify these non-inclusive behaviors and consciously practice the counter-behaviors that lead to inclusion

III. Behaviors That Cause Disconnects

A. **Flocking** – gravitating toward those with whom we have more in common. Discussion of how this behavior manifests itself in different countries and how it hinders collaboration
Examination of the counter-behavior that leads to inclusion 'networking'- expanding your circle (i e , building cross-cultural relationships)
Participants begin drafting Personal Points of Action.

B. **Cultural Naiveté** – causing offense without intending to.
Discussion of how this behavior manifests itself based on ethnic & national origin, gender, and generational differences and how it hinders attraction and retention of employees and customers
Examination of the counter-behavior that leads to inclusion: 'sensitivity' – realizing how your interactions affect others
Participants continue drafting Personal Points of Action.

C. **Monoculturalism** – expecting everyone to conform to a particular set of norms.
Discussion of how this behavior manifests itself based on ethnic & national origin, gender, and generational differences and how it hinders innovation by promoting sameness rather than otherness
Examination of the counter-behavior that leads to inclusion. 'calibration' – adjusting your approach for differences.
Participants continue drafting Personal Points of Action

- **Description of Cultural Orientations**

✓ ***Etiquette and Behavior*** – informal vs formal, liberal vs. conservative
✓ ***Work Style*** – independent vs. interdependent, risk-oriented vs. risk-averse; structured vs spontaneous
✓ ***Roles and Relationships*** – hierarchical vs egalitarian, competitive vs. collaborative
✓ ***Issues of Time*** – task-focus vs people-focus; punctual vs casual
✓ ***Thinking Style*** – theoretical vs. practical, analytical vs. systematic
✓ ***Communication Style*** – direct vs. indirect; restrained vs expressive

- **Description of Culture Group by Nationality** (see workbook)

✓ Anglo/European-American
✓ Hispanic-American
✓ Asian-American
✓ African-American

D. **Pejorative Behavior** – showing or tolerating overt disrespect
Discussion of how this behavior manifests itself based on ethnic & national origin, gender, and generational differences.
Examination of the counter-behavior that leads to inclusion. 'advocacy' – addressing inappropriate behavior.
Participants continue drafting Personal Points of Action

E. **Unconscious Filtering** – making false assumptions based on hidden bias or stereotypes (watch "Eye of the Storm" video)
Discussion of how this behavior manifests itself based on ethnic & national origin, gender, and generational differences; and how it hinders employee engagement and customer service.
Examination of the counter-behavior that leads to inclusion 'positive expectancy' – assuming the best of others and demonstrating this by your actions
Participants finish drafting Personal Points of Action.

IV. Sustaining Dialogue and Action

- A three step process of bridging the diversity gap is described. The first step is to take the "initiative" (by examining the issues and inviting dialogue) when there is a disconnect with a team member.
- The second step is "exploration". This requires the ability to listen and understand the other person's concerns before seeking solutions An extensive step-by-step approach to cross-cultural listening is reviewed in detail.
- The third step is to seek "cooperation" Participants are taught how to successfully achieve win/win agreements by learning to identify and address the underlying needs of the other party in a cross-cultural context Emphasis is placed on learning to leverage diverse perspectives in arriving at a mutually beneficial solution.
- Participants are asked to voluntarily share items from their Personal Points of Action.

2. Materials

- Workbook (hard copy enclosed)
- Online 360 Assessment Tool (hard copy enclosed, also go to www rdrtraining com/statefarm/)
- Leader Follow Up Discussion Guides (hard copy enclosed)
- Workshop Promotional Piece (hard copy enclosed)
- T-3 Manual (hard copy enclosed)

3. Delivery Methods

a) Option One - Classroom instruction by the vendor (RDR Group trainers)
   - 22 days for delivery of 41 half-day (4 hour) sessions for employees (approximately 30 participants per class) = 1220 participants
   - 7 days for delivery of 7 full-day (8 hour) sessions for leaders (approximately 30 participants per class) = 215 participants

b) Option Two – Train-the-Trainer (City of Peoria trainers)
   - Six day T-3
     - ✓ Day One - Observation (4 trainees observe RDR trainer facilitating live session) RDR trainer needed
     - ✓ Day Two – Instruction (4 trainees learn workshop content and delivery methods from RDR trainer) RDR trainer needed
     - ✓ Day Three – Co-Train Part One (4 trainees are given 1-2 weeks to practice delivering half of the workshop and are then asked to deliver a

live training with a partner—Partner A delivers first half of program & Partner B deliver second half of program) RDR trainer not needed

- ✓ Day Four – Co-Train Part Two (trainees are given 1 week to practice delivering remaining half of the workshop and are then asked to deliver a live training with a partner—Partner B delivers first half of program & Partner A delivers second half of program) RDR trainer not needed
- ✓ Day Five & Six – Certification (4 trainees are expected to deliver half-day program by themselves) RDR trainer not needed

- Training rollout delivered by City of Peoria trainers
  - ✓ 17 days for delivery of 33 half-day (4 hour) sessions for employees (approximately 30 participants per class) = 980 participants, this assumes that 240 employees have been trained in the T-3 process
  - ✓ 6 days for delivery of 6 full-day (8 hour) sessions for leaders (approximately 30 participants per class) = 185 participants; this assumes that 30 leaders have been trained in the T-3 process

4. Project Schedule

Option One - Classroom instruction by the vendor (RDR Group trainers)

a) Delivery of online 360 Assessment Tool (as pre-work) – April 2

b) Live Training for Leaders
   - 1 Executive Session – April 7
   - 2 Management Sessions (1 per day) – April 8 & 9
   - 4 Supervisor Sessions (1 per day) – April 10, 11, 12 & 17

c) Live Training for Employees
   - 4 Employee Sessions (2 per day) – April 18 & 19
   - 6 Employee Sessions (2 per day) – April 24, 25 & 26
   - 6 Employee Sessions (2 per day) – May 5, 6 & 7
   - 6 Employee Sessions (2 per day) – May 12, 13 & 14
   - 6 Employee Sessions (2 per day) – May 19, 20 & 21
   - 6 Employee Sessions (2 per day) – May 26, 27 & 28
   - 6 Employee Sessions (2 per day) – June 2, 3 & 4
   - 1 Employee Session (2 per day) – June 9

d) Delivery of online 360 Assessment Tool (as post-work) – May 28

e) Instruction on Using Leader Discussion Guides (4 – one hour sessions) – June 9

Option Two - Train-the-Trainer (City of Peoria trainers)

a) Delivery of online 360 Assessment Tool (as pre-work) – April 2

b) Train-the-Trainer
   - Day One (observation) – April 9
     RDR trainer delivering full-day supervisor session
   - Day Two (instruction) – April 10
   - One week interval for practice
   - Day Three (co-train) – April 15
     City of Peoria trainers delivering 2 half-day employee sessions
   - Day Four (co-train) – April 16
     City of Peoria trainers delivering 2 half-day employee sessions
   - Day Five (certification) – April 17
     City of Peoria trainers delivering 2 half-day employee sessions
   - Day Six (certification) – April 18
     City of Peoria trainers delivering 2 half-day employee sessions

c) Live Training for Leaders
   - 1 Executive Session – April 23
   - 2 Management Sessions (1 per day) – April 24 & 25
   - 3 Supervisor Sessions (1 per day) – April 26, May 5 & 6
     (1 Supervisor session has already been delivered in T-3)

d) Live Training for Employees
   - 6 Employee Sessions (2 per day) – May 7, 12 & 13
   - 6 Employee Sessions (2 per day) – May 14, 19 & 20
   - 6 Employee Sessions (2 per day) – May 21, 26 & 27
   - 6 Employee Sessions (2 per day) – May 28, June 2 & 3
   - 6 Employee Sessions (2 per day) – June 4, 9 & 10
   - 3 Employee Sessions (2 per day) – June 11 & 16
     (8 employee sessions have already been delivered in T-3)

e) Delivery of online 360 Assessment Tool (as post-work) – June 10

f) Instruction on Using Leader Discussion Guides (4 – one hour sessions) – June 16

5. Firm and Staff Experience

About RDR Group:

RDR Group, Inc. was founded in 2000 and has specialized in soft-skill training for major corporations, healthcare companies, universities and government agencies. We are committed to helping organizations achieve their objectives by improving their culture Our strength is in providing exceptional training to help leaders and individual contributors develop the skills necessary to create a better work environment. The managing partners of RDR Group have been

addressing workplace issues for over a decade. They have worked with CEO's and executives, managers and non-managers in virtually every industry in the United States, Canada, and Europe

Our Training Staff:

Rich Brandt – *(white male)* is a Training Specialist and Vice President of RDR Group based in Chicago Over the past fifteen years, he has spoken to audiences throughout Corporate America on a variety of behavioral issues including Leadership Development, Managing Change, Work-Life Balance, Diversity, Team Building, Sexual Harassment & Workplace Violence He earned his B A from Lake Forest College and his M A from Trinity International University. Corporations he has done training for include AT&T, Cisco Systems, Ford, General Motors, Kmart, McDonald's, State Farm, and Time Warner

Gloria Cotton - *(African-American female)* has worked as a senior consultant in the human and organizational development fields for 29 years, specializing in diversity initiatives and team building Twenty years were spent working in HR and OD for Blue Cross and Blue Shield, and the last ten years as an independent consultant. She has facilitated programs on the topics of Personality Types, Career Development, Diversity, Ethics, and Leadership Development Companies she has worked with include American Bar Association, Ameritech, The American Red Cross, ConAgra, Northwestern Mutual Life Insurance, 7-11 Stores, and University of Chicago Hospitals

Doug LaBelle – *(white male)* is a Founding Principal and President of RDR Group, Inc and has done public speaking and corporate training for over 20 years. He specializes in the areas of diversity and inclusion, change management, and communication skills Corporations he has trained for include· Aetna, Baxter, Ford, International Paper, Kmart, Mitsubishi Electronics, Monsanto and RR Donnelley.

Donna Bostic *(African-American female)* is a business consultant and trainer with over 20 years of experience in professional development and performance improvement with organizations, teams and individuals She is a highly experienced facilitator and has worked extensively in the areas of diversity and inclusion and interpersonal skills Companies she has worked with include. Bank of America, PricewaterhouseCoopers, Hewlett Packard, Home Depot, Southwest Airlines, CitiGroup, Lockheed Martin, Allstate Insurance, and the University of Wisconsin.

Ralph Brandt *(white male)*is a Training Specialist and Vice President of RDR Group based in Chicago Over the past seventeen years, he has spoken to audiences throughout Corporate America on a variety of behavioral issues including Leadership Development, Managing Change, Work-Life Balance, Diversity, Team Building, Sexual Harassment & Workplace Violence. He earned his B A from Lake Forest College and his M A from Trinity International University Corporations he has done training for include: Abbott Laboratories, Bank of America, Charles

Schwab, General Mills, Kellogg Compay, Kimberly Clark, Northwest Airlines, Smith Barney and Sprint Communications

Heidi Peterson *(white female)* is a Corporate Trainer for RDR Group, who specializes in *Diversity and Inclusion* Heidi got her start as an educator and after working with children for six years, decided to bring her facilitation skills and passion for diversity to a corporate setting She received her degree in Business Communications with an emphasis in Organizational Leadership from Trinity International University Organizations she has done training for include: Ambrose University, Cisco Systems, Country Financial, DePaul University, Federal Building Services, General Motors, Oak Forest Hospital, Providence Hospitals, State Farm Insurance, Torrance Memorial Medical

6. Cost

Delivery Methods

a) Option One - Classroom instruction by the vendor	**$75,500**
• 41 half-day (4 hour) sessions for employees (30 participants per class) Cost = $1200 per session if two classes conducted per day	($49,200)
• 7 full-day (8 hour) sessions for leaders (30 participants per class) Cost = $2400 per day	($16,800)
• Estimate travel expenses (airfare, hotel, meals, rental car) Cost = $950 per 3-day trip x 10 trips	($9,500)
• Materials (workbooks, leader discussion guides, 360 tool)	(No charge)
b) Option Two – Train-the-Trainer	**$43,900**
• Two day T-3 (one day of observation and one day of instruction) Cost = $2400 per day (4 trainees)	($4,800)
• Licensing fee for delivery to 1220 employees Cost = $25 per employee	($30,500)
• Licensing fee for delivery to 215 leaders Cost = $40 per leader	($8,600)
• Materials (workbooks, leader discussion guides, 360 tool)	(No charge)

7. References

Corporations within the U S

- Nancy Mika/Senior Manager or Human Resources at Cisco Systems (703 484-0514)
- Loretta Thirtyacre/Director of Diversity at Country Companies (309) 821-5703
- Brenda Avery/Director of Diversity at Bayer Animal Health (913) 268-2347
- Barbara Grant/Director of Human Resources at General Motors (313 667-1244)
- Angela Simpson/Director of Diversity at State Farm-California (661 663-2600)
- Rich Elderkin/Director of Organizational Learning at Bio-Rad Corporation (510 741-6291)

Corporations outside the U S

- Paula Rossini/Training Manager at Cisco Systems-Amsterdam (001 31 20 357 3149)
- Wilhelm Oehlschlaeger/VP of HR at Bayer Animal Health-Monheim, Germany 001 49 2173 38 4855)
- Susanne Herwagen/Human Resources Manager at General Motors-Russelsheim, Germany (011 49 6142 7 63770)
- Lori Palmer/Human Resources & Organizational Development Manager at General Motors-Turin, Italy (011 39 011 424 8074)
- Robert Clark/Managing Director European Operations at Allison Transmission-Sliedrecht, Netherlands (011 31 7864 22 290)
- Amira Khattab/Training Manager at General Motors-Cairo, Egypt (011 202 525 6145)

Not-for Profit Organizations within the U S

- Michele McClelland/VP of Human Resources at Delnor Health Systems (630) 208-3000 x3991)
- Tina Mittendorf / Training and Development at California Highway Patrol (916) 376-3274
- Lee Pierce/Training Manager for Minnesota State Operated Services (651) 431-5087
- Virginia Grizzle/Civilian Leadership Adminstrator for Camp Pendleton, CA (760) 725-6131
- Nancy Taylor/Director of Leadership & Organizational Development at County of Riverside, CA (951) 955-3479
- Connie Parks/Director of Training at Northwest Community Hospital (847) 618-1000 (x7404)

CONTRACT AMENDMENT

Solicitation No P09-0054 Page 1 of 1
Description Diversity Training Services
Amendment No One (1) Date 1/22/2010

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

Buyer Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 03/31/10

THE NEW CONTRACT TERM IS

Contract Term: 04/01/10 TO 03/31/11

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

Signature	Date	Typed Name and Title	Company Name
Douglas W. LaBelle	02-03-2010	Douglas W. LaBelle, Principal Richard Brandt, VP	RDR Group, Inc

Address	City	State	Zip Code
5250 Grand Ave , Ste 14, #206	Gurnee	IL	60031-1877

Attested by
Mary Jo Waddell
Mary Jo Waddell, City Clerk

Requested by ~~Manny Barrael, Sr Human Resources Consultant~~ Tracey Booth, training + Dev. Coord.
Tracey Booth

Recommended by Lisa Houg, Contract Officer
Lisa Houg

CC Number

ACON18609A
Contract Number

Approved as to Form Stephen M Kemp, City Attorney
Stephen J Berg for

The above referenced Contract Amendment is hereby Executed February 16, 2010 at Peoria, Arizona

Official File

Herman F Koebergen, Materials Manager
Don Zenko for

City Seal
(Rev 02/01/08)

CON 18609A

CONTRACT AMENDMENT

Solicitation No: P09-0054 Page 1 of 1
Description: Diversity Training Services
Amendment No: Two (2) Date: 1/4/2011

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

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 03/31/11.

THE NEW CONTRACT TERM IS:

Contract Term: 04/01/11 TO 03/31/12

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

Signature	Date	Typed Name and Title	Company Name
Douglas LaBelle	01-13-2011	Douglas LaBelle, Principal	RDR Group, Inc.

Address	City	State	Zip Code
5250 Grand Ave., Ste.14, #206	Gurnee	IL	60031-1877

Attested by:
Wanda Nelson
Wanda Nelson, City Clerk

CC Number

ACON18609B
Contract Number:

Official File

City Seal
(Rev 02/01/08)

Wynette Reed
Director: Wynette Reed, HR Director

Tracey Booth
Dept Rep: Tracey Booth, Training & Dev. Coordinator

Ellen Van Riper, Assistant City Attorney
Ellen M V Riper
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed January 27, 2011 at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 18609B

CONTRACT AMENDMENT

Solicitation No: P09-0054 Page 1 of 1
Description: Diversity Training Services
Amendment No: Three (3) Date: 1/12/2012

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

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 03/31/12.

THE NEW CONTRACT TERM IS:

Contract Term: 04/01/12 TO 03/31/13

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

Signature	Date	Typed Name and Title	Company Name
Richard Brandt	1/31/12	Richard Brandt, Principal ~~Douglas LaBelle, Principal~~	RDR Group, Inc.

Address	City	State	Zip Code
5250 Grand Ave., Ste.14, #206	Gurnee	IL	60031-1877

Attested by:
Wanda Nelson
Wanda Nelson, City Clerk

CC Number

ACON18609C
Contract Number:

Official File

City Seal
(Rev 02/01/08)

Claudia Lujan
Director: Claudia Lujan, Interim HR Director

Tracey Booth
Dept Rep: Tracey Booth, Training & Dev. Coordinator

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

The above referenced Contract Amendment is hereby Executed February 6 2012 at Peoria, Arizona.

Dan Zenko
Dan Zenko, Material Management Supervisor

A CON 18609C

CONTRACT AMENDMENT

Solicitation No: P09-0054 Page 1 of 1
Description: Diversity Training Services
Amendment No: Four (4) Date: 1/23/2013

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

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 03/31/13.

THE NEW CONTRACT TERM IS: 04/01/13 TO 03/31/14

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

Signature	Date	Typed Name and Title	Company Name
	4/22/13	Richard Brandt, Principal	RDR Group, Inc.

Address	City	State	Zip Code
5250 Grand Ave., Ste.14, #206	Gurnee	IL	60031-1877

Attested by:

City Clerk

CC Number

ACON18609D
Contract Number:

Official File

City Seal

Director: Julie Ayers, HR Director

Dept Rep: Tracey Booth, Training & Dev. Coordinator

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

The above referenced Contract Amendment is hereby Executed May 29 2013 at Peoria, Arizona.

Dan Zenko, Material Management Supervisor