



City of Peoria, Arizona

Notice of Request for Proposal

Request for Proposal No: **P07-0063** Proposal Due Date: **April 5, 2007**
 Materials and/or Services: **Training and Development Services** Proposal Time: **5:00 P.M. AZ Time**
 Contact: **Lisa Houg, CPPB**
 Project No: _____ Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

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

OFFER

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

For clarification of this offer contact:

Name: Mauricio Velasquez

Telephone: 703 478 9191 Fax: 703 709 0591

Diversity Training Group
Company Name

Mauricio Velasquez
Authorized Signature for Offer

692 Pine Street
Address

MAURICIO VELASQUEZ
Printed Name

Hendon, VA 20170
City State Zip Code

PRESIDENT, CEO
Title

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

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

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

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

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

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

CC: _____

Contract Number: A CON 33407

Contract Awarded Date: 6-19-07

Official File: _____

Herman Koebergen, Materials Manager





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

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

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

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

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

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P07-0063

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

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and seven (7) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. **DO NOT BIND THE ORIGINAL COPY.**
10. **Proposal Content:** The following items shall be addressed in the proposal submission.
 - i. Project Understanding and Plan and Method of Approach to accomplish the Scope of Work.
 - ii. Overall Firm Experience and Similar Project Experience.
 - iii. Staff's Assignments and Experience.
 - iv. Fee Schedule.
 - v. A minimum of three (3) References from Similar Projects completed within the last five (5) years.
 - vi. Additional Data Support - detailed resumes, etc. (Data should *not* be mostly a continuation of data called for in items above).



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P07-0063

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

11. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.
12. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Project Understanding and Project Approach.
 - b. Firm Experience/Similar Projects.
 - c. Staff's Assignments and Experience.
 - d. Cost Considerations.
 - e. Conformance to Request for Proposal.
13. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
14. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
15. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
16. **Scope of Work Deliverable:** The successful contractor shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
17. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
18. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
19. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
20. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
21. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P07-0063

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

effective upon notice.

22. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
23. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

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

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

24. **Required Insurance Coverage:**

a. **Commercial General Liability**

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P07-0063

Materials Management Procurement

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

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

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

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

b. Automobile Liability

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

c. Workers' Compensation

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

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

d. Professional Liability

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

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

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P07-0063

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

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

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

27. **Independent Contractor:**

a. General

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

b. Liability

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

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

c. Other Benefits

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

28. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P07-0063

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
29. **Confidential Information:**
- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
30. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
31. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
32. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
33. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P07-0063

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

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

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

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

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

ADD TO SPECIAL TERMS AND CONDITIONS:

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

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

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



SCOPE OF WORK

Solicitation Number: P07-0063

Materials Management Procurement

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

Training and Development Services

Introduction

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

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

Section One: Training Services

1. General Training Services

a. Training Topic Areas (liability & compliance)

- Discrimination/Harassment Prevention
- Drug/Alcohol Awareness

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

b. Training Topic Areas (general)

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



SCOPE OF WORK

Solicitation Number: P07-0063

Materials Management Procurement

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

- Teambuilding
- Other related general skills development

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

2. Training Services for Specific Projects

a. Police Diversity Initiative

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

b. Employee-wide Ethics Initiative

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

The ethics training program should have:

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

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



SCOPE OF WORK

Solicitation Number: P07-0063

Materials Management Procurement

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

3. Delivery Methods

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

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

4. Audience

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

5. General Requirements

a. Instruction

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

b. Reports

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

c. Written Evaluation Forms

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

6. Products Available under the Contract



SCOPE OF WORK

Solicitation Number: P07-0063

Materials Management Procurement

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

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

7. License of Proprietary Courseware

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

Section Two: Staff Development Services

1. Individual Assessment Services

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

2. Union/Management Facilitation Services

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

Section Three: General Proposal Information

1. Proposal Contents

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

a. Understanding of the Scope of Work



SCOPE OF WORK

Solicitation Number: P07-0063

Materials Management Procurement

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

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

2. Proposal Evaluation Criteria

Vendors and products will be evaluated using the following criteria:

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

3. Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and seven (7) copies and shall be delivered to:
City of Peoria
Materials Management
8314 W. Cinnabar
Peoria, AZ 85345

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

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



QUESTIONNAIRE

Solicitation Number: P07-0063

Materials Management Procurement

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

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

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

*WE have a national Minority-owned
Business Enterprise certification.*

Technical Proposal

**Notice of Request for Proposal (No. P07-0063)
Training & Development Service
For the City of Peoria, Arizona**

Original

Proposer:
Diversity Training Group
692 Pine Street
Herndon, VA 20170
(703) 478-9191
FAX: (703) 709-0591
www.diversitydtg.com

April 5, 2007



The Diversity Training Group

692 Pine Street
Herndon, Virginia 20170
(703) 478-9191 phone
(703) 709-0591 fax

www.diversitydtg.com

Experts in...

- Diversity in the Workplace
- Diversity Marketing
- Executive Coaching
- Mentoring
- Sexual Harassment Prevention

...Consulting & Training

Ms. Lisa Houg, CPPB
City of Peoria, Materials Management
813 West Cinnabar Avenue
Peoria, AZ 85345

April 5, 2007

Dear Ms. Houg:

The Diversity Training Group (DTG) dedicated to providing the most comprehensive consulting and training support to promote more inclusive work environments that value the diversity of its employees and customers, proposes to collaborate with the City of Peoria, AZ on the design and delivery of comprehensive customized training programs for the city employees as outlined in Solicitation Number: P07-0063.

The Diversity Training Group is a minority-owned incorporated business that specializes in the planning, design, and implementation of organization-wide diversity, gender equity (harassment prevention), conflict management, and mentoring training, and a variety of human resources programs. In the consulting arena, we provide program development and monitoring, organizational assessment, strategic planning, research, executive coaching, expert witness testimony, and mediation. To help our clients stay in touch with the diversity of their workforce and their customers, DTG provides assistance with multicultural marketing, selling, and customer service. DTG is headquartered at 692 Pine Street, Herndon, VA 20170. Although, we are not a certified minority in the state of Arizona, we are nationally certified as a Minority Business Enterprise and we hold MBE certification in the State of Virginia. Pursuant to the qualifications of

DTG has provided diversity-related services, and trained over 300,000 employees, managers, and executives from over 600 different companies and organizations. DTG's clients include small and large, public and private organizations, and state, local and federal government. A partial list includes the City of Clackamas County, Oregon, Lexington-Fayette Urban County Government, Maryland State Highway Administration, The City of Alexandria, Virginia, the City of Chicago Public Schools, The United States Census Bureau, Howard County (Maryland) Government, U.S. Department of Food and Drug /CDER, Bureau of National Affairs, Children's National Medical Center, and Baltimore Mayor's Office of Employment Development.

DTG retains six full-time consultants, who specialize in organizational assessment, program design, diversity research,

Conflict analysis and resolution, strategic planning, and training. In addition, DTG has an ongoing relationship with 3 independent firms (employing over 30 consultants) that specialize in organizational development, assessment, and diversity education.

Our Approach

The Diversity Training Group's focus is always on the results an organization needs to achieve. Our philosophy is simple: *to increase success and reduce failure and to work with your staff and leaders to increase their personal abilities and the strengths of the organization.* Our work is collaborative. We conduct research to ensure our programs include the useful theories, and content on our specialized subject-matters. We coach, listen, adapt, and continually bring employees to a high level of expectations.

Organizational Structure of the Diversity Training Group

Number of Years on Business	11 (established, June 1996)
Business Size/Legal Status/Structure:	Small Firm Annual revenue does not exceed US\$6 Million. DTG Federal Tax ID #: 52-1984011 DTG Dun & Bradstreet #: 96-287-3584
Number of Employees	8 full-time employees,
Principal Contact for Oral Presentation	Mauricio Velasquez, President & CEO (703-484-9191) Kelly N. Burrello, Senior Consultant (703-484-9191)
Principal Contact for Negotiations and Contract Oversight	Mauricio Velasquez, President & CEO (703-484-9191) Angela Broom, Chief Operating Officer (703-484-9191)
Size and Location of Offices	692 Pine Street Herndon, VA 20170
Type of Organization	Corporation
Liability Insurance	DTG carries consultant's professional liability insurance in the amount of \$1,000,000 Workers' Compensation and Employers' liability in the amount of \$100,000 Commercial General Liability Insurance: \$1,000,000

Sincerely,



Mr. Mauricio A. Velasquez
President & CEO

A. Understanding of the Scope of Work

The Diversity Training Group wishes to be considered as the consultant of choice to provide training as outlined in General Training Services (a) Liability and Compliance and (b) Communication Skills, Conflict Resolution & People Problem Solving Skills, Customer Service Skills, Leadership & Supervisory Skills, and the Police Diversity Initiative.

It is understood by us that the City of Peoria, AZ prefers the consultant to provide off-the-shelf training programs for all areas in which we are proposing. However, DTG has the capability and is willing to collaborate with the City on custom designing programs as determined by the City. DTG understands that all training programs will be rolled out in phased steps to all employees as determined by the City. All training materials provided by DTG will include post training materials that the supervisor could use for follow-up discussion with his/her respective work unit. Finally, a post evaluation test can be provided to assess the participant's knowledge of the subject-matter post training.

B. Plan and Method of Approach to Accomplish the Scope of Work

To provide the City with a clearer understanding of our method of approach this section of the proposal is formatted in the following manner: (1) general content of training programs (2) details of participant's manual, and video where applicable, (3) the proposed training delivery method, and (4) past performance

Liability and Compliance Training

Discrimination/Harassment Prevention

DTG recently (March thru May 2006) designed and successfully implemented a customized Discrimination /Harassment Prevention program for the City of Lexington-Fayette Urban County Government.

Overview Training Program: The Diversity Training Group conducted a series of two-hour, instructor-lead workshops to the Lexington-Fayette Urban County Government's 3,500 employees. The audience included all city employees: including the Mayor, the city manager, all Fire Department Personnel, all Police Personnel, and others. This custom training design included a combination of off-the-shelf modules and customized case studies (specific to issues within the County). The session included the use of multi-media (video case studies) to illustrate various forms of harassment in the workplace. Participants were actively engaged in identifying the various forms of harassment, and were asked to identify solutions to address these issues on an interpersonal level and within the parameters of federal law and the City's policies and procedures. In addition,

the participants were provided a pre-workshop quiz to test their knowledge of workplace harassment, and a post-test to identify what they learned after completing the training.

Harassment Prevention Workbook Table of Contents

- Pre-Workshop Assessment
- Introduction
- Purpose and Learning Outcomes
- Agenda
- What Makes Me Feel Respected at Work?
- Unacceptable Workplace Behaviors
- Video Notes
- Unprofessional Behaviors
- Prohibited Behaviors
- Illegal Behaviors
- "Let's M.E.E.T."- Manager's Case –Study Analysis
- "Let's M.E.E.T."- Manager's Application Plan
- Next Steps
- Post - Workshop Assessment
- Workshop Evaluation

Proposed Training Delivery Method

The DTG trainer was accompanied by a member of the City Human Resources Office to each scheduled session. Each 2-hour session (which included participants from a selected City unit) opened with a 3-minute video recording of the City Manager thanking the group for their participation. In addition, the City Manager expressed the City's commitment to creating a hostile free workplace, and asked for everyone's cooperation and support of the harassment policy. Every participant was provided materials that included information about forms of harassment, case studies, skills & tools to address harassment and the City's harassment prevention policy.

The DTG consultant's role was to show the video vignettes and engage the participants in discussion on the various forms of harassment portrayed. In addition, federal laws on harassment were weaved into the discussion as well as information about the City's policy on harassment. The last 30-minutes of each session required the representative from the City Human Resources office to read through the harassment policy in detail, respond to participant questions and concerns and to ensure that each participant signed his/her copy before leaving the training room. The signed copy of the harassment policy and the participant's signature on the "sign in sheet" ensured that the City employee had participated in the mandatory session.

General Training Topic Areas

In this section of the proposal, the Diversity Training Group has provided information on training sessions it has designed and conducted in the areas of Communication Skills; Conflict Resolution; Customer Service; Diversity; and Leadership & Supervisory Skills. For each category we provide the (1) general content of training program (2) details of participant's manual, and video where applicable, (3) proposed training delivery method, and (4) Client reference

Communication Skills & Conflict Resolution & People Problem Resolving Skills

Our clients have requested us to design programs to address a variety of workplace issues. The majority of our requests have asked us to combine communication skills and conflict resolution/management into one training session.

Client: National Wildlife Federation

Contact: Maria Litman, Director of Employment and Employee Development
11000 Wildlife Center Drive
Reston, VA 20190-5362
Tel: 703-438-6404

Contract Duration: August 1999 with ongoing programs to date

Estimated Value of Contract: \$50,000

Overview of Services Provided: The Diversity Training Group designed and delivered a series of workshops on "Managing Conflict in the Workplace" for all NWF staff. This two-hour workshop included skills tools, and case studies to address various forms of conflict in the workplace.

Client: National Credit Union Administration (NCUA)

Contact: Ruth Bennett
National Credit Union Administration
Division of Training and Development
1775 Duke Street
Alexandria, VA 22314-3428
Rbennett@ncua.gov
703-518-6634

Contract Duration: August 2006 with ongoing programs to date

Estimated Value of Contract: \$10,000

Overview of Services Provided: The Diversity Training Group custom designed and delivered a full-day program on "Dealing with Difficult People" which included conflict resolution skills and tools for the workplace. The

participants included all NCUA support staff from regional offices across the United States.

- Review and define the characteristics of a “difficult person.”
- Self assess and evaluate when and if *you* are difficult.
- Examine the level at which the NCUA cultivates difficult people and behaviors.
- Engage in case studies to address difficult workplace situations.
- Learn and practice skills & tools necessary to deal with difficult people and situations in the workplace.

There are four modules in this Workshop.

- Workshop Introduction.
- Module One: Difficult People Aren't Always Obnoxious
- Module Two: Does NCUA Cultivate Difficult People?
- Module Three: NCUA Case Studies Related to Difficult People and Situations
- Module Four: Skills & Tools for Dealing with Difficult People and Situations
- Workshop Wrap up and Conclusion

Customer Service Skills

The Diversity Training Group and its consultants have successfully designed and conducted customer service training for government, corporate and non-profits. The main objective of the customer service course is to demonstrate and provide skills and tools necessary to represent the City of Peoria in a professional manner. DTG defines *professional customer service* as using active listening, maintaining calm and appropriate decorum, using welcoming body language, a pleasant tone of voice, and working as a team to resolve customer requests and complaints.

During the course the participants will work through a series of case studies and role play scenarios that demonstrate the following situations:

- What does your phone voice say to the customer on the other end?
- So you're having a bad day, does the customer have to have a bad day too?
- What is your body language saying to the customer in need of your assistance?
- Are you listening to the customer, do you have enough information to address the concerns of the customer?
- You must calm yourself before you can calm and unhappy customer.
- Customer Service Supervisor – What is your professional demeanor saying to your staff?

Client: Bovis Lend Lease
Contact: Richard Caster, Vice President, EEO and Diversity Relations
200 Park Avenue
New York, NY 10166
Tel: 212-592-6856
Fax: 212-448-3922
Email: Richard.Caster@bovislendlease.com

Contract Duration: On-going work from 2004 to present with work being scheduled through end of 2006

Estimated Value of Contract:	2004	\$34,002
	2005	\$63,056
	2006	\$45,000

Overview of Services Provided: DTG has been contracted to provide diversity training with an emphasis on customer service for employees and managers throughout the United States in over twenty locations. Customer service training included objectives of providing excellence in customer service to diverse consumers, building trust among team members, internal vs. external customers, customer service best practices. The course was designed to be very interactive and participant centered. Actual case studies were utilized.

In addition, DTG has recently completed a custom designed customer service program for the Southern California Regional Rail Authority. See table of contents below:

- Define the qualities of a customer focused organization
- Understand your responsibility to the customer service team of the Southern California Regional Rail Authority
- What does your phone voice say to the customer on the other end?
- So you're having a bad day, does the customer have to have a bad day too?
- What is your body language saying to the customer in need of your assistance?
- Are you listening to the customer, do you have enough information to address the concerns of the customer?
- You must calm yourself before you can calm and unhappy customer.
- Customer Service Supervisor – What is your professional demeanor saying to your staff?
- Determine your general conflict-handling style
- Demonstrate skills & tools to provide excellent customer service

There are four modules in this Workshop.

- Workshop Session Introduction
- Module One: Customer Service Defined

- Module Two: Meet Your Customers
- Module Three: Creating Strong Customer Focused Teams
- Module Four: Workshop Conclusion and Wrap-Up

Workplace Diversity

The Diversity Training Group specializes in Diversity awareness and cross-cultural interaction in the workplace. DTG's usual approach is to use the data collected from the organizational assessment (as outlined in the "Leadership and Organizational Development" description of this proposal) as a baseline to extract specific issues and case studies relevant to the client. We work collaboratively with the organization's project oversight managers to design the program. The goals and objectives of previous diversity workshops have explored the following topics:

- Define the meaning and dimensions of diversity.
- Understand the impact of diversity awareness to the organization (e.g., the City of Peoria, AZ).
- Define the elements of culture and the norms and practices of a variety of culture groups.
- Engage in dialogue about perceptions, stereotypes, and biases when interacting cross-culturally.
- Demonstrate the skills necessary to successfully interact in a diverse work environment.
- Explore workplace diversity case studies and engage in issue resolving.
- Understand the importance of teams and methods for working as a team of diverse professionals.
- Demonstrate conflict management skills in a diverse workplace.
- Discuss the diversity-related issues uncovered in the organization assessment.
- Begin to create an action plan for addressing diversity-related issues through the workplace.

Client: The City of Alexandria, Virginia,
Office of Personnel

Contact: Mr. Greg Lumpkin
City Hall, Room 2510
301 King Street
Alexandria, VA 22314
(703) 838-4696 x345
Email: greg.lumpkin@alexandriava.gov

Contract Duration: Ongoing

Estimated Value of Contract: \$10,000 annually

Overview of Services Provided: Kelly Burrello of the Diversity Training Group

Custom designs and delivers the annual workforce diversity training to all City of Alexandria employees. See Table of Contents Below:

- Describe the meaning and dimensions of diversity, and the elements of culture.
- Understand why diversity awareness is important to the City of Alexandria.
- Understand how to work more effectively as a team of diverse professionals.
- Understand how values impact attitudes and behaviors.
- Engage in dialogue and problem solving on sensitive issues.
- Build a skills tool kit for engaging in respectful communication in the workplace and the community.
- Describe general skills for managing conflict in a diverse work environment.

There are three modules in this Workshop session.

- Workshop Session Introduction.
- Module One: Understanding Diversity & Inclusion
- Module Two: Teambuilding and Managing Conflict in Diverse Teams
- Module Three: Understanding Stereotypes & Bias
- Workshop Session Conclusion and Wrap-Up.

Client: National Headquarters of the Epilepsy Foundation of America
Contact: Kevin Jordan, Project Manager, and Chair of the Diversity Curriculum Committee
4351 Garden Center Drive
Landover, MD 20785
Tel: 301-918-3727
Fax: 301-577-2684
Email: kjordan@efa.org

Contract Duration: August 2004 through April 2005

Estimated Value of Contract: \$90,000

Overview of Services Provided: The comprehensive diversity curriculum for the Epilepsy Foundation was designed to address the specific needs of the organization with regard to workplace issues, teambuilding, outreach to diversity cultural groups, and strategic planning on organization-wide diversity initiatives. The curriculum included a student manual and an instructor guide for EFA's internal trainers on the proper delivery of the program. In addition, DTG compiled a diversity resource guide that included a variety of information on diversity-related topics, skills, tools, and national and international organizations working to address the needs of people with disabilities.

Leadership & Supervisor Skills

Through our interactions with government, corporate and non-profit clients, DTG has learned that many employees with strong technical knowledge in their related fields have been thrust into supervisory roles, despite lacking the skills necessary to effectively manage people. DTG has successfully trained many new supervisors to develop the knowledge, skills and tools necessary to supervise others. In addition, we have assisted seasoned supervisors to improve their skills in a variety of areas including, but not limited to, dealing with difficult employees, empowering staff, conflict management, and teambuilding.

DTG proposes to collaborate with the City of Peoria to design and conduct supervisory training for its new and seasoned supervisors. Our approach is to evaluate current strengths and weakness of the Authority's supervisors in their approach to managing people. The aforementioned "organizational assessment" would provide significant information needed to develop a supervisory education program specifically geared towards the needs to the Authority's supervisors. DTG has designed and conducted supervisory education programs with the following goals and objectives:

- Skills for supervisors to communicate effectively with peers, employees, and customers.
- How supervisors can build collaborative relationships and high performance teams.
- Motivating and empowering employees for high performance.
- Interviewing strategies, delivering feedback and leading with integrity.

Client:	National Institute of Standards and Technology
Contact:	Pat O'Connor, Training Officer Employee Development Office HRMD, Bldg. 101, Room A123 100 Bureau Drive, Stop 3550 Gaithersburg, MD 20899-3550 Tel: 301-075-3017 Fax: 301-.948-6107 Email: Pat.oconnor@nist.gov
Contract Duration:	On-going work from 2004 to present with work being scheduled through end of 2006
Estimated Value of Contract	2004 \$9,750 2005 \$10,500 2006 \$10,000

Overview of services provided: DTG conducted a series of managerial and supervisory training workshops for employees throughout the National Institutes of Standards. The most recent program titled, "Managerial/Supervisory Training

(EEO Survival Skills Boot Camp)" focused on communicating effectively with peer, employees, and customers; building collaborative relationships and high performance teams; motivating and empowering employees for high performance; effectively coaching; interviewing strategies, delivering feedback and leading with integrity.

C. Work Plan, Task Schedule and Anticipated City Involvement

The Diversity Training Group and the City of Lexington-Fayette Urban County Government collaborated on a schedule that allowed us to complete the training of all city employees in 8-weeks. Based on the program the City decides to roll out the Diversity Training Group can conduct a maximum of four 2-hour sessions per day with various City departments as determined by the City. The number of participants for each session can include a minimum of 30 people to a maximum of 100 people. DTG trainers can be available five days per week (e.g., Monday thru Friday) until all 1,100 employees of the City of Peoria, AZ have completed the selected training. For example, DTG can train all 1,100 employees on Discrimination/Harassment Prevention in five days if we train 4 sessions per day with 55 participants per session

Below is a sample (two-month) schedule of the Harassment Prevention schedule DTG completed for the City of Lexington-Fayette Urban County Government. As mentioned, the City's goal was to have all of its employee's trained in an 8-week period.

DAY	DATE	TIME	LOCATION	TOTAL EMPLOYEES
Tuesday	03-14-06	9:00 – 11:00 am	Phoenix Bldg.	50 (various divisions)
Tuesday	03-14-06	2:00 – 4:00 pm	Phoenix Bldg.	50 (various divisions)
Tuesday	03-14-06	5:00 – 7:00 pm	Jail	50
Wednesday	03-15-06	10:00 am – 12:00 pm	Solid Waste	120
Wednesday	03-15-06	1:30 – 3:30 pm	Solid Waste	120
Wednesday	03-15-06	5:00 – 7:00 pm	Jail	50
Thursday	03-16-06	8:00 – 10:00 am	Sanitary Sewers	40-50
Thursday	03-16-06	2:00 – 4:00 pm	Fleet Services	25-30
Tuesday	03-21-06	9:00 – 11:00 am	Phoenix Bldg.	50 (various divisions)
Tuesday	03-21-06	2:00 – 4:00 pm	Sanitary Sewers	40-50
Tuesday	03-21-06	5:00 – 7:00 pm	Jail	50
Wednesday	03-22-06	9:00 – 11:00 am	Fleet Services	25
Wednesday	03-22-06	1:00 – 3:00 pm	Streets and Roads	75-80
Wednesday	03-22-06	5:00 – 7:00 pm	Jail	50
Thursday	03-23-06	10:00 am – 12:00 pm	Building Maintenance	50-55
Thursday	03-23-06	2:00 – 4:00 pm	Sanitary Sewers	40-50
Tuesday	04-04-06	9:00 – 11:00 am	Phoenix Bldg.	50 (various divisions)
Tuesday	04-04-06	2:00 – 4:00 pm	Phoenix Bldg.	50 (various divisions)
Wednesday	04-05-06	9:00 – 11:00 am	Phoenix Bldg.	50 (various divisions)
Wednesday	04-05-06	2:00 – 4:00 pm	Phoenix Bldg.	50 (various divisions)
Wednesday	04-05-06	6:00 – 8:00 pm		
Thursday	04-06-06	8:30 – 10:30 am	Jail	50
Thursday	04-06-06	2:00 – 4:00 pm	Jail	50

D. Firm's Experience/Similar Projects

Please refer to Section B. Plan and Method of Approach to Accomplish the Scope of Work. That section provides details of the firm's past performance on similar projects with City Municipalities, corporate and government clients.

E. Staff Assignments and Experience

The Diversity Training Group has identified the following key personnel and subcontractors to complete the various tasks assigned to this contract:

1. Name: Kelly Burrello

Title: Diversity Training Group, Senior Consultant/Director of Research

Role: Primary Project Manager, Training Curriculum Design, Trainer

2. Name: Mauricio Velasquez

Title: Diversity Training Group, President & CEO

Role: Secondary Project Manager, Trainer

3. Name: Willard Eng

Title: Diversity Training Group, Managing VP, Los Angeles Office

Role: Trainer

4. Name: Marty Brown

Title: Diversity Training Group, Senior Consultant

Role: Training Curriculum Design, Trainer

5. Name: Franky Johnson

Title: Diversity Training Group, Senior Consultant

Role: Trainer

6. Name: Ana Ramirez-Saenz

Title: Diversity Training Group, Senior Consultant, Holland, MI

Role: Trainer

7. Name: Frank Coy

Title: Diversity Training Group, Senior Consultant and Senior Training Consultant, Human Resource Consultants, Richardson, Tx

Role: Trainer

Biographies of Consultants

Primary Project Manager, Training Curriculum Design, Trainer

Name: Kelly Burrello

Job Title/Location: Senior Consultant, 692 Pine Street, Herndon, VA 2017

Education: M.S. Conflict Analysis and Resolution, George Mason University; B.A. Human Relations, Trinity College

Honors, Awards, Certifications: A recipient of the National Security Education Fellowship (funded by the Department of Defense).

Experience: Kelly has been the program manager and lead consultant on research and organizational assessment for several clients, such as: The City of Alexandria Virginia, The Epilepsy Foundation, The U.S. Census Bureau, Macmillan McGraw-Hill, Food and Drug Administration, Children's National Medical Center, National Wildlife Federation, Fairfax Criminal Justice Academy, and Pennsylvania State System for Higher Education,

Kelly is:

- **A Facilitator:** Kelly has over 10 years of successful facilitation interventions. She has co-facilitated residents and youth of the District of Columbia as part of the Mayors city-wide initiative to design future visioning for the City. Kelly facilitated dialogue sessions with women representing government ministries in 13 African countries and Ethiopian youth to address conflict issues in their respective countries, and approaches to resolution.
- **An Experienced Mediator:** Successfully co-mediated cases between internal staff of the World Bank; Co-mediated juvenile victim/offender cases; and liaised for George Mason University interns and corporate employers.
- **An Analyst:** Kelly has conducted extensive research and organizational assessment to private and government agencies. She has overseen focus groups, individual interviews, and exit interviews to discover employee issues.
- **A proposal writer and contributing writer in articles:** Kelly has extensive experience in proposal writing for corporate and government clients that have generated over \$250,000 annual revenue for a small consulting firm. She has published articles on diversity, and change management.
- **Curriculum Designer and Trainer:** Kelly has designed and successfully conducted workshops on conflict resolution skills, and cross-cultural communication, diversity awareness, and strategic diversity initiatives for corporate, non-profit, university, and government.
- **A member and Volunteer:** She is a current member of the George Mason University Diversity Advisory Board, the American Association of University Women. Kelly is a community volunteer and a mentor to grade school children.

Subject Matter Expert and Trainer

Name: Willard Eng

Job Title/Location: DTG Consulting Vice President, Los Angeles, CA

Education: Ed.D. ABD, Organizational Development, University of San Francisco, M.S., Counseling/Educational Psychology, California State University, Hayward, and B.A., Psychology, California State University, Berkeley

Honors, Awards, Certifications: The Corporate Diversity program he developed at SPE received the 1999 HR Best Practice Award from the Employers Group.

Experience: Willard W. Eng has over 25 years of extensive experience coaching senior executives and managers, internationally and nationally, in organizational and management development, organizational reengineering, change management, team building, quality improvement and developing and implementing corporate diversity initiatives. He has been a human resources executive and management/organizational development consultant.

Willard is:

- **A Former Vice President, Corporate Human Resources and Diversity:** for Sony Pictures Entertainment (SPE). In addition, Willard is a past Vice President of Human Resources for Koh-Operation Inc., former Director of Human Resources for Deloitte & Touche and former Director of Career Counseling at the University of San Francisco.
- **Dynamic Trainer:** Willard is considered one of the best "process trainers" among his peers. He has the ability to gather volumes of abstract information and views and process it into logical meaning.
- **Curriculum Designer:** Willard specializes in curriculum design. He listens carefully to the needs of the client, asks relevant questions, and presents a variety of concepts, and approaches to the design of training programs.
- **A Strategist:** He has consulted with Diversity Steering Committees for a Variety of Corporations: including AT&T, Pacific Bell, Chevron, General Electric, The Prudential, Merrill Lynch, Eastman Kodak, Procter & Gamble, Kaiser Permanente, Sony Pictures Entertainment, Time Warner, Walt Disney, Viacom, Ernst & Young, Arthur Andersen, Department of Energy, Lucent Technologies, US Forest Service, Federal Aviation Administration, Tribune/Los Angeles Times, and the Taiwanese Ministry of Education.

Training Curriculum Design

Name: Marty Brown

Job Title/Location: DTG Senior Consultant, 692 Pine Street, Herndon, VA 20170

Education: Central Michigan University (M.A. Human Resource Management, and Kennedy-Western University, PhD Candidate.

Honors, Awards, Certifications: Awarded a special accommodation from the Assistant Secretary of Labor for contributing to successful career transitions for thousands of dmilitary, veterans, and family members. Marty was cited for leadership and bravery in combat. He has trained hundreds of foreign government and military officials in their native language in three countries.

Experience: Marty has decades of experience consulting and facilitating training in diversity, teambuilding, change management, leadership, and organizational effectiveness that improves communication, morale, productivity, and enhances organizational goal alignment.

Marty is:

- **An Experienced Facilitator:** Using the Myers-Briggs Type Indicator, SELF, and DISC personal assessment instruments and has provided diversity training for a wide variety of private sector clients grounded in ethical behavior and building respect for all staff and customers.
- **Curriculum Design:** Develop and deliver training curriculum for organizations including NASA and eight top-level federal government departments, all military branches, plus state and local governments.
- **Career Coach:** Assisted hundreds of individuals to gain necessary confidence and techniques to determine and achieve career goals.
- **Adjunct Faculty:** Christopher Newport University, Hampton University, Saint Leo University, and Thomas Nelson Community College.
- **Former EEO Investigator:** Investigated racial, gender, age discrimination cases involving civilian and military personnel.
- **Trainer in Organizational Effectiveness:** Recognized for improving effectiveness and productivity of non-profit agencies' staff and management.
- **Trainer in Senior Leadership Development:** Provided training and consulting for a US Government premier leadership program, Women's Executive Leadership. Assisted NASA management in leadership and team building training designed to capitalize on diversity and shared visions.
- **Subject Matter Expert:** facilitated Violence in the Workplace seminars for US Coast Guard military and civilians. Addressed, and helped bring to resolution, incidents of inept management, harassment, and discrimination in the federal government.

Trainer

Name: Franky Johnson

Job Title/Location: DTG Senior Consultant, 692 Pine Street, Herndon, VA 20170

Education: Lindenwood University (M.B.A, Marketing) and Lincoln University (B.S. in Agricultural Business)

Honors, Awards, Certifications: a recipient of several corporate awards for innovative sales strategy and creative marketing techniques for a Fortune 500 company

Experience: Franky L. Johnson blends the business strategies with practical solutions to diversity rated issues. His combination of business ethics and professionalism has allowed him the opportunity to create a winning partnership with corporate and non-profit clients. Franky L. Johnson is a sales and marketing executive with over 20 years professional experience dealing with a variety of diversity issues related to business strategy and planning. Through hands-on experience he understands the many challenges faced by both line and staff functions.

Franky is:

- a supporter of community activities to improve neighborhoods and create a collaborative environment for diverse populations in the inner city
- a past chairperson of a Worldwide Corporate Diversity Initiative
- a community volunteer for urban development and planning
- a corporate mentor
- a member of the American Management Association and the American Society of Training and Development
- experienced in managing global marketing projects including global website development
- certified by University of Michigan, School of Business for Strategic Marketing Planning
- trained in Covey Leadership principles
- experienced with profit-and-loss; consistently exceeding business objectives
- an experienced international traveler, having visited Europe, Latin America and South America

Trainer

Name: Ana Ramirez-Saenz

Job Title/Location: DTG Senior Consultant, Grand Rapids, Michigan

Education: University of Michigan (MBA Corporate Finance, 1985; BA Spanish and Linguistics/Literature, 1981); studied at the Ibero-Americana University, Mexico City, Mexico.

Experience: Ana L. Ramirez-Saenz is Vice President of Translation Services. Ana serves as a diversity strategist, educator, facilitator and designer of multicultural education programs. Ana has consulted with a wide variety of corporations, government agencies and non-profit organizations nationwide on building multicultural teams that are focused on serving a diverse customer base.

Ana is:

- **Bilingual/bicultural**, fluent in Spanish and English.
- **An Expert Facilitator** of diversity awareness, multicultural customer service, multicultural team building, ethnic marketing/selling, bilingual/bicultural Leadership development, conflict resolution, and multicultural communication.
- **A Feature Speaker** on the topics of Multiculturalism, Building a Diverse Workforce and Ethnic Marketing – Marketing to Latinos.
- **A SHRM Certified Diversity Trainer:** Member and Certified by the Society of Human Resource Management
- **A Member of Professional Society's in Human Resources:** A Member of the American Society for Training and Development (ASTD), American Translators Association, Interpreters/Translators Association (ATA) and various Chambers of Commerce nationwide.

Trainer

Name: Frank G. Coy

Job Title/Location: Diversity Training Group, Senior Consultant and Senior Training Consultant, Human Resource Consultants, 1333 West Campbell Road, Richardson, Texas 75080

Education: Masters Degree in Organizational Studies and Counseling, St. Mary's University, B.A. in Sociology and Psychology, St. Mary's University. Two years doctoral level studies in Behavioral Management and Adult Learning at the University of North Texas.

Honors, Awards, Certifications: Certified Community Mediator, Certified USPS Transformative Mediator, Certified Senior Advisor (CSA) for financial & social services, pending Certification in 360-Degree Assessment Tool. Certified in Conducting S.M.A.R.T. Objectives training for the Department of Defense, National Security Performance System (NSPS).

Experience: Over the past 25 years, Frank has designed and delivered training programs to diverse public and private sector organizations including but not limited to: The U.S. Postal Service, U.S. Office of Personnel Management, U.S. Library of Congress, U.S. Courts Administrative Offices in Washington, DC, U.S. Dept of Health and Human Services, U.S. Air Force Air Education Training Command (AETC), Randolph Air Force Base, Atmos Energy, Texas A&M Baylor School of Dentistry, Bexar County, Cities of Dallas, Lewisville, San Antonio, DFW International Airport, i2 Technologies, Texas A&M Baylor College of Dentistry.

Frank is:

- **A facilitator:** Frank has over 30 years of facilitation experience. He has facilitated numerous City and Community Action 'Strategic Planning' Conferences and Retreats throughout the Southwest.
- **Experienced mediator:** For the past eight years, he has served as a top-level, Certified Transformative mediator for the U.S. Postal Service, recognized for excellent performance in many of the more difficult cases. He provides mediation and organizational intervention services or for the U.S. Office of Health and Human Services throughout the Southwest, specializing in head start and community action agency issues.
- **Analysis:** Frank has designed several strategic planning, organizational assessment, promotional assessment, and behavioral assessment tools related to employee satisfaction, wage and salary compensation, police and fire promotional testing, and HR audits. He is also the co-author of the validated InterAction Styles Survey.
Training Design and Implementation: Frank has designed and successfully conducted workshops on workplace and cultural diversity, sensitivity training, team building, coaching and counseling, coping with stress and change, and strategic planning for large and small public and private sector clients.
- **Memberships, National Speaking and Volunteer Experience:** Frank has been a keynote speaker for the EEOC National Excel Conferences, National Conference for Federally Employed Women (FEW), U.S. Department of Health and Human Services.

F. Fee Schedule

Item of Expenditure	Unit Costs	Total Cost (\$)
Training Related Costs		
Diversity Curriculum Development		
Option 1: Off-the-Shelf Programs (revised for City of Peoria)	\$500.00 per program	<u>\$2,500.00</u>
Option 2: Customized Training Design	\$1,500.00 per program	\$9,000.00
Materials (Photocopy, bind and courier participants manual to City of Peoria facilities). 1100 manuals	\$35.00 per manual	<u>\$38,500.00</u>
Training Costs to train approximately 1100 City of Peoria employees in 5 days.	1-DTG trainer \$2,200 per day	<u>\$11,000.00</u>
Other (Travel Costs)		
Trainer 1: Airfare from Washington, DC to Peoria, AZ (roundtrip) (train for five days)	\$823.00	<u>\$823.00</u>
Trainer 2: Airfare from Los Angeles, CA to Peoria, AZ (roundtrip) (train for five days)	\$167.00	\$167.00
Trainer 3: Airfare from Dallas/Ft Worth to Peoria, AZ (roundtrip) (train for five days)	\$313.00	\$313.00
Domestic Per Diem Rate for Phoenix/Peoria, AZ (for five days)	\$168.00 per day	<u>\$840.00</u>
TOTAL ESTIMATED PROGRAM COSTS		<u>\$53,663.00</u>

Explanation of Budget

Please note that the total estimated program costs for this proposal is negotiable. The underlined item on each task is calculated in the total.

Diversity Curriculum Development

Off-the-Shelf Programs (revised for City of Peoria)

DTG has training program programs for Discrimination/Harassment Prevention; Communication Skills, Conflict Resolution & People Problem Solving Skills; Customer Service Skills; Diversity/Cross Cultural Awareness; and Leadership & Supervisory Skills. These programs can be revised to include specific wording that refers all organization specific information to the City of Peoria, case study illustrations specific to the City of Peoria, mission, core values and diversity statements and logos.

\$500.00 to revise selected program

Customized Training Design

DTG specializes in custom training design. This requires us to collaborate with the City on creating new content that will address specific needs. For a three to four hour course we will generally have to design 3 modules of material.

\$1,500.00 per selected program

Materials

The total listed on the budget line item is the total to print and bind and courier the training manual for 1100 staff members. This total will vary depending on the number of people to be trained for each program selected. This is an optional line item as DTG understands that the City of Peoria may wish to photocopy and bind the participant's manual. In this case, DTG will send the City an electronic and/or a hard copy of the manual in advance of the training.

Training Costs

The daily rate for DTG trainers is \$2,200.00 per day. The total listed on the line item is the total to train all City of Peoria employees in five days. For example, DTG can train all 1,100 employees on Discrimination/Harassment Prevention in five days if we train 4 sessions per day with 55 participants per session.

Travel Costs

This line item provides the total roundtrip airfare for three of the DTG Trainers earmarked for the City of Peoria's training needs. DTG understands that the City of Peoria will determine the number of trainers it needs to complete its tasks. The totals are based on one trip from Sunday to Friday. Lodging and meals are based on GSA's Domestic Per Diem rate. Costs for rental car and taxi fares are not listed as DTG does not know the how the City wishes to arrange transportation from facility to facility.

G. References

Bovis Lend Lease
Richard Caster, Vice President,
EEO and Diversity Relations
200 Park Avenue
New York, NY 10166
Tel: 212-592-6856
Fax: 212-448-3922
Richard.Caster@bovislendlease.com

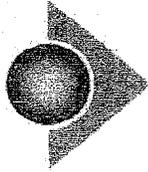
National Academies
Suzanne Stackhouse, Training/Program Associate
500 Fifth Street, NW
Washington, D.C. 20001
Tel: 202-334-2096
Fax: 202-334-1835
Email: SStackhouse@nas.edu

Lexington Fayette Urban County Government
Leslie Jarvis, Mgr Training & Develop
200 East Main Street
Lexington, KY 40507
Tel: 859-258-3125
Fax: 859-425-2345
Email: Lesliej@lfucg.com

City Of Alexandria- Personnel Services
Greg Lumpkin & Joe Reyna
Office of Personnel
City Hall, Room 2510
301 King Street
Alexandria, VA 22314
(703) 838-4696 x345
Email: greg.lumplin@alexandriava.gov

H. National Minority Supplier Development Council Certification

See attached



VMSSDC
a World of Opportunity

Virginia Minority Supplier Development Council

This certificate acknowledges that

Diversity Training Group

has met the requirements for certification as a bona fide minority business enterprise as defined by the National Minority Supplier Development Council (NMSDC) and as adopted by the Virginia Minority Supplier Development Council.

NAIC Code(s): 541612,541611,541613
Certificate Number: VA1636

Date of Issuance: December 15, 2005
Expiration Date: November 18, 2006



An affiliate of National Minority Supplier Development Council (NMSDC)


President