



CONTRACT AMENDMENT

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

Solicitation No: **P07-0063** Page 1 of 1
Description: Training and Development Services
Amendment No: Three (3) Date: **03/15/10**

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 06/19/10.

The New Contract Term is:

Contract Term: 06/20/10 to 06/19/11

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

<u>Wendy J. Leuser</u> Signature	<u>7-21-10</u> Date	<u>Wendy Larsen Managing Partner</u> Typed Name and Title	<u>Creative Leadership Partners, Inc.</u> Company Name
<u>4423 W. Kimberly Way</u> 4410 W. Union Hills #7-167 Address	<u>Glendale</u> City	<u>AZ</u> State	<u>85308</u> Zip Code

Attested by:

Mary Jo Waddell

Mary Jo Waddell, City Clerk

Tracey Booth

Requested by: Tracey Booth, Training & Development Coordinator

Lisa Houg

Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

Stephen M. Kemp

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

The above referenced Contract Amendment is hereby Executed
7-29, 2010, at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager



CC Number

ACON 33507C

Contract Number:

Official File

City Seal

07422



CONTRACT AMENDMENT

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

Solicitation No: P07-0063 Page 1 of 2
 Description: Training & Development Services
 Amendment No: Two (2) Date: May 7, 2009

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. The new contract term is 06/20/09 to 06/19/10.
- B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

Wendy Larsen 7/2/09 Wendy Larsen Creative Leadership Partners, Inc.
 Signature Date Typed Name and Title Company Name

4410 W. Union Hills #7-167 Glendale AZ 85308
 Address City State Zip Code

Attested by:

Mary Jo Kief, City Clerk



City Seal

(Rev 02/01/08)

CC Number
 ACON33507B
 Contract Number:
 Official File

Requested by: Lyman Locket, Human Resources Manager

Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed

July 17, 09, at Peoria, Arizona.

Herman F. Koeborgen, Materials Manager

ACON33507B



CONTRACT AMENDMENT

**Materials Management
Procurement**

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

Solicitation No: P07-0063 Page 2 of 2
Description: Training & Development Services
Amendment No: Two (2) Date: May 7, 2009

Buyer: Lisa Houg, CPPB

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

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

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

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

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

- 19. RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
- 32. PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.



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Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: **P07-0063** Page 1 of 1
Description: Training and Development Services
Amendment No: Extension 1 Date: **05/06/08**

Buyer: Lisa Houg

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

The New Contract Term is:

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

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

Wendy Larsen 5/21/08 Wendy Larsen, Managing Partner Creative Leadership Partners, Inc.
Signature Date Typed Name and Title Company Name

4410 W. Union Hills #7-167

Glendale

AZ

85308

Address

City

State

Zip Code

Attested by:

Mary Jo Kief
Mary Jo Kief, City Clerk

Bebbie Kemelton
Requested by:

Lisa Houg
Recommended by:

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

The above referenced Contract Amendment is hereby Executed
6/30/08 2008, at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON 33507A

Contract Number:

Official File



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: Wendy Larsen Telephone: 623-587-0205 Fax: 623-587-0205
Creative Leadership Partners, LLC Wendy J. Larsen
 Company Name Authorized Signature for Offer
4410 W. Union Hills #7-167 Wendy J. Larsen
 Address Printed Name
Glendale Az. 85308 Managing Partner
 City State Zip Code 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

CC: _____

Stephen M. Kemp, City Attorney

Contract Number: _____

Contract Awarded Date: 6-19-07

A CON 33507

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

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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

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

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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

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



STANDARD TERMS AND CONDITIONS

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

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



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

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



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



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effective upon notice.

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

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

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

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

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

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

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

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

24. **Required Insurance Coverage:**

a. Commercial General Liability

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



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

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

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

b. Automobile Liability

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

c. Workers' Compensation

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

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

d. Professional Liability

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

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

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



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

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

27. **Independent Contractor:**

a. General

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

b. Liability

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

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

c. Other Benefits

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

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



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- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

29. Confidential Information:

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

30. Confidentiality of Records: The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

31. Ordering Process: Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

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

33. Licenses: Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.



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

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

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

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



SCOPE OF WORK

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Training and Development Services

Introduction

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

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

Section One: Training Services

1. General Training Services

a. Training Topic Areas (liability & compliance)

- Discrimination/Harassment Prevention
- Drug/Alcohol Awareness

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

b. Training Topic Areas (general)

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



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- Teambuilding
- Other related general skills development

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

2. Training Services for Specific Projects

a. Police Diversity Initiative

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

b. Employee-wide Ethics Initiative

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

The ethics training program should have:

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

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



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3. Delivery Methods

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

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

4. Audience

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

5. General Requirements

a. Instruction

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

b. Reports

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

c. Written Evaluation Forms

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

6. Products Available under the Contract



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

7. License of Proprietary Courseware

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

Section Two: Staff Development Services

1. Individual Assessment Services

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

2. Union/Management Facilitation Services

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

Section Three: General Proposal Information

1. Proposal Contents

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

a. Understanding of the Scope of Work



SCOPE OF WORK

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.



April 4, 2007

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

RE: RFP P07-0063 – Training and Development Services

Dear Ms. Houg:

Creative Leadership Partners, LLC is pleased to submit this proposal for your Training and Development Services. We understand that the city's intent is to address 3 needs and we are prepared to provide the city with service in two (2) of those areas. Creative Leadership Partners has reviewed the RFP and understands the scope of services being requested and is able to comply with the terms, requirements, and conditions of this request for proposals.

The enclosed proposal includes a variety of training opportunities and services that Creative Leadership Partners can provide. A combination of these services will support the City of Peoria's efforts to improve its organizational effectiveness by building capacity within the employees of the City. Creative Leadership Partners needs approximately 2 weeks lead time to implement any service for the City of Peoria. Specific dates and times are contingent on our availability.

Creative Leadership Partners utilize a collaborative approach to design and manage good processes, and as a means of ensuring full participant ownership (legitimacy) of any resulting products. While our facilitation styles may vary from structured to flexible and from formal to informal, basic principles of cooperation and collaboration are the consistent foundation for our work.

Since the Ethics Training curriculum is a new service we have developed, I have included 2 letters of reference regarding Creative Leadership Partners' ability to design and deliver customized quality training designed to meet the unique needs of our clients.

We look forward to the opportunity of working with you in this process.

Sincerely,

Wendy Larsen, Managing Partner
Creative Leadership Partners, LLC

PENDERGAST SCHOOL DISTRICT #92

3802 North 91st Avenue
Phoenix, Arizona 85037



Administration Office (623) 772-2200
Human Resources office (623) 772-2230
Superintendent Fax (623) 877-8188
District Office Fax (623) 877-3717

April 2, 2007

City of Peoria
8314 W. Cinnabar Avenue
Peoria, AZ 85345-6560

RE: Training and Staff Development Services

To Whom It May Concern:

The purpose of this letter is to endorse Creative Leadership Partners for both Training Services and Staff Development.

Wendy Larsen, Managing Partner with Creative Leadership Partners has worked with our district since 1994 facilitating not only our Meet and Confer team, but also various work groups and planning sessions. In each of these venues her skills as a facilitator kept us focused and able to maintain effective relationships while we dealt with difficult issues. Creative Leadership Partners use a collaborative, participatory process known as an Interest Based Approach.

Creative Leadership Partners has worked with our leadership team to provide training on a wide variety of topics related to effective leadership. In each instance, we have been very please with the results. Creative Leadership Partners is able to take our goals and criteria and design training using interactive techniques and a variety of resources to not only facilitate the learning, but to do it in fun and effective ways.

The Creative Leadership Partners team is approachable, ethical, and a highly motivated professional team who has worked effectively throughout our organization.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jody Leinenweber".

Jody Leinenweber
Assistant Superintendent for Administrative Services

SUPERINTENDENT
Tim Foist
3150 South Avenue A
Yuma, Arizona 85364-7998
Telephone: (928) 502-4600
FAX: (928) 502-4735



BOARD OF EDUCATION
Robert E. Brown
Sally Doyle
Charlene R. Fernandez
Mary Melchionne
Phillip D. Townsend

April 5, 2007

To Whom It May Concern:

I write this letter of recommendation on behalf of Creative Leadership Partners. I have personally worked with Wendy Larsen and her colleagues for four years. Wendy and Creative Leadership Partners have designed specific training for particular purposes for our district over this time period. For example, we launched a project called Freshman Academics several years ago wherein teams of teachers from different disciplines were given the same planning periods and the same students, and expected to work together, meeting regularly to set students up for success. For teachers who were used to their own "kingdoms" when it comes to instruction and planning, this was a foreign concept. Creative Leadership Partners designed specific two day workshops to acculturate our teachers in team building, trust, meeting protocols and value sharing. They set our teachers up to work effectively and efficiently and helped us jump start this project. It has been highly successful, so much so that we have brought CLP back three years in a row in January and in the summer to review and reformat the training as our personnel have changed and grown, and as our needs have changed. Creative Leadership Partners has customized the training each time.

There are several traits of Creative Leadership Partners that make them incredibly good at consulting and designing training. It is always about the people, first and foremost. Wendy and everyone at Creative Leadership Partners are incredibly good listeners and they ask excellent questions. They have approached each of our scenarios with an open mind to our needs, as opposed to trying to fit our needs to a "canned" training that they had already developed. The people whom Wendy chooses as her colleagues meet the highest standards of professional ethics, talent and background knowledge about leadership. Every one of them brings a world of experience as well as extremely positive attitudes to the training table. They are idea generators. They are especially sensitive to the value in every person and every conversation.

Our teachers and administrators believe more than ever in their abilities to collaborate, to be creative and to make our schools exceptional places for our students thanks to the "soft" skills they have learned in our Creative Leadership workshops. I recommend them most highly to any organization looking for a small group of talented people to design training that meets the needs of your employees and help build the best organization possible.

Sincerely,

A handwritten signature in cursive script that reads "Toni Badone".

Toni Badone
Assistant Superintendent, Curriculum and Instruction

CLIENT REFERENCES

<p>Avondale Elementary School District 235 W. Western Ave. Avondale, AZ 85323 <i>References:</i> <i>Dr. Cathy Stafford, Superintendent</i> <i>Phone: 623-772-5009</i></p> <p>Services Provided: Team Building training Leadership Coaching and Mentoring Coping with Change</p>	<p>California State Firefighters Association <i>References:</i> <i>Bob Roberts, FIRE Representative</i> <i>Phone: 951-696-9281</i> <i>Howard Rayon, Attorney and Trainer</i> <i>Phone: 9619-925-9310</i> <i>Battalion Chief Steve Maiero, Contra Costa County</i> <i>Phone: 925-383-5049</i></p> <p>Services Provided: Interest Based Approach Effective Meetings</p>
<p>Creighton Elementary School District 2702 E. Flower Phoenix AZ 85016 <i>References:</i> <i>Tim Ham, Assistant. Superintendent</i> <i>Phone: 602-381-6018</i></p> <p>Services Provided: Team Building training Leadership Coaching and Mentoring Interest Based Approach</p>	<p>North County Fire Protection District 3802 N. 91st Avenue Phoenix, AZ 85037 <i>References:</i> <i>Chief William Metcalf</i> <i>Phone: 760-723-2012</i></p> <p>Services Provided: Leadership Coaching and Mentoring Interest Based Approach</p>
<p>Pendergast Elementary School District 3802 N. 91st Avenue Phoenix, AZ 85037 <i>References:</i> <i>Dr. Ronald Richards, Superintendent</i> <i>Phone: 623-772-2206</i> <i>Larry Nolan, President, PFTP*</i> <i>Phone: 602-206-8901</i></p> <p>Services Provided: Team Building training Leadership Coaching and Mentoring Coping with Change Interest Based Approach & Facilitator training High Performance Leadership</p>	<p>Phoenix Elementary School District 1817 N. 7th Street Phoenix, AZ 85006 <i>References:</i> <i>Myriam Roa, Assistant Superintendent</i> <i>Phone: 602-257-3791</i></p> <p>Services Provided: Leadership Coaching and Mentoring</p>
<p>Utah Personal Development Center 2290 E. 4500 S., Suite 220 Salt Lake City, UT 84117 <i>References:</i> <i>Ginny Egan, Program Specialist</i> <i>Phone: (801) 272-3431</i></p> <p>Services Provided: Team Building training Coping with Change High Performance Leadership Interest Based Approach & Facilitator training</p>	<p>Yuma Union High School District 3150 S. Avenue A Yuma, AZ 85364-7998 <i>References:</i> <i>Toni Badone, Asst. Supt for Curriculum</i> <i>Phone: 928-726-1731</i></p> <p>Services Provided: Team Building training Leadership Coaching and Mentoring Coping with Change High Performance Leadership Interest Based Approach & Facilitator training</p>

The Creative Leadership Partners:

Dr. Rene X. Diaz

Rene Diaz is a native Arizonan. He attended Arizona State University where he received a B.A., Masters, and Doctorate, all in education. Rene has served as Superintendent for a decade; 7 years at Phoenix Union High School District, and 3 years at Phoenix Elementary School District.

Significant improvement was made in both districts in the areas of dropout reduction, attendance, student achievement, and employee relations. It was through Rene's high performance leadership, using collaborative decision making processes and employing data to drive decisions that these Phoenix communities were able to make such dramatic improvement.

Dr. Diaz is a national and international speaker in the areas of organizational culture and being a change agent, in addition to motivational speeches. In 1998 Dr. Diaz presented his research on organizational culture at Oxford University in England. In 2000, Dr. Diaz was recognized by his colleagues as Superintendent of the Year for the state of Arizona.

Upon retirement from Phoenix Union High School District, Rene joined the Creative Leadership Partners as a facilitator, consultant and trainer. He recently became the Executive Director for the Wallace Foundation Leadership Project for the State of Arizona.

Wendy Larsen

Wendy Larsen began her organizational development work in 1993 facilitating shared decision making. Wendy has been the managing partner for Creative Leadership Partners since 2001. She served on the City of Phoenix Civil Service Board for 10 years. Currently she serves on the Pension Board for the Phoenix police and fire departments and on the Peace Officers Standards and Training Board for the State of Arizona.

Wendy has extensive experience working in leadership development as a consultant and trainer in the areas of high performance leadership, organizational culture and change management. She has worked as a coach and mentor for leadership from school districts, county and city governments, volunteer agencies, fire departments, police departments, transit agencies, public utility districts, and private industries.

Wendy has trained and /or facilitated decision making teams made up of representatives from labor, management, elected officials and community organizations. Wendy has facilitated issues ranging from contract negotiations, strategic planning, environmental issues, and community forums, to designing performance pay systems, transportation routing and schedule design, and total quality initiatives.

Wendy grew up in Columbus, Ohio. She attended Ohio University before moving to Arizona where she earned a B.A. in education from ASU. Wendy has done graduate studies in fine arts and education. She races sailboats, enjoys rough water swimming and creates quilts in her free time.

Jim Mitchell

Dr. Jim Mitchell, former superintendent of the Adams Twelve Five Star District in Denver, Colorado, is well known for his work assisting school district and other educational organizations throughout the country in understanding and implementing change with specific reference to site based management.

Jim is the author of several articles on the subject of site based decision making, as well as the book A Facilitator's Guide to the Development and Implementation of Site Based Decision Making. He has lectured at conferences and seminars in 33 different states. When legislation mandating site based management was passed in Kentucky, Texas and Oregon, Jim provided training to the respective state departments of education.

During the past few years Jim has broadened his consulting services to include superintendent searches, facilitating district strategic planning, facilitating contract negotiations, and conducting organizational audits to determine efficient delivery of services.

Jim was born and raised in Duluth, Minnesota where both his parents were educators. He holds a B.A. in social studies from Ohio Wesleyan University, a Masters in guidance counseling from George Washington University in Washington, D. C., a Specialist in personnel administration from the University of Colorado, and a Doctorate in Education from the University of South Dakota. His interests include an annual running of the New York Marathon, and collecting art and Navajo Indian rugs.

Becky Upton

Becky Upton has been involved with Interest Based decision making since 1995 when it was introduced to parents and community members in the Deer Valley Unified School District. Her experience as PTA Council President and a representative of the community on the negotiating team led her to become further involved by taking facilitator training, and by continuing to be involved in decision making committees in the Deer Valley District. She served as Leadership Development Chair for the Arizona PTA, the grant committee for Mountain Ridge High School PRIDE and the Learning Community School reviewing grant applications for the Arizona Community Foundation. She is also the office manager for her husband's dental practice. She and her husband, John, have four children.

Becky is a member of the Creative Leadership Partners, and is actively involved in training and facilitation for decision-making teams. Her varied work background, which includes working as a medical secretary, advertising department administrator, community college instructor, and general manager of a building materials company, provides her with insight to and empathy with a variety of organizational characteristics.

Becky was raised in Minnesota and is a graduate from the University of Minnesota with a B. S. in Secondary Education with majors in sociology and social studies. She did graduate work in Business Administration at Northern Arizona University, and has been an Arizona resident since 1974.

Also associated with Creative Leadership Partners:

Maryellen Ferring

Maryellen Ferring, with Upsell Training, is responsible for conducting customer service and sales training for clients located in the United States, Canada and Europe. Maryellen holds a Master's degree in hospitality management from Eastern Michigan University and an undergraduate degree from California Polytechnic State University. She is also a certified hospitality administrator and certified hotel educator. Additionally, Maryellen has over twenty years of experience within the hospitality industry.

Maryellen is a 'veteran' trainer who understands the challenges individuals face in operating within budgets while at the same time maximizing revenue.

Ms. Ferring has served as a regional director of training for service, overseeing 15 hotels. She has also served as general manager for Bel Age, a four-star, four-diamond property part of the L'Ermitage Collection of European style hotels and The San Luis Ban Inn, a four-diamond independent resort property.

David R. Hume

Based in Phoenix, AZ, David is a management, marketing and training consultant. He has partnered with clients in creating change management strategies, marketing programs, internal communication, and High Performance Work Systems. His expertise includes team development, executive coaching, training and facilitation, organization design, as well as marketing and internal communications where he has worked successfully with corporate executives, educators, work teams and labor-management groups.

His recent work with clients includes: strategic planning, executive coaching and leadership development with the Pendergast Elementary School District; executive coaching for leaders at SheaHomes/Trilogy at Vistancia; design and conduct school assessments for the Dysart Unified School District; organization design and leadership development with Paddock Publications, the third largest newspaper in Illinois; as an associate of Pleinbridge Consulting Group, conduct assessments for Camelot Homes and DMB/DC Ranch; develop the marketing plan and strategies and conduct communications training for the California School-Age Consortium, San Francisco, CA. He has also worked with Procter & Gamble/Albany GA; Del Webb/Pulte Homes; Phelps Dodge Corp. and Poore Brothers, Inc.

Prior to developing his independent consulting practice, David spent 10 years as the Marketing Services Director for The Arizona Republic and The Phoenix Gazette and was responsible for developing strategy and providing direction for marketing, media advertising, public relations and corporate communications.

David served five years as an adjunct professor at Arizona State University, teaching *Print Media Management* at the Walter Cronkite School of Journalism and Telecommunications. He is moderator for a number of seminars presented by the Southern Newspaper Publishers Association and serves as a staff member for several workshops, including *Designing and Leading Effective Organizations* and *Developing High Performance Organizations*.

Effective Communication

Workshop Length:	4 hours
Min/Max Class size:	16-36 people

Objectives:

- ❖ *Review/Preview the components of Effective Communication*
- ❖ *Explore principles of Effective Communication*
- ❖ *Practice strategies to improve communication*

The workshop design begins with exploration and discussion of the components of communication – words, affect and ritual. Simulations, presentation and video clips stimulate discussion and exploration of effective use of these components.

Formal and informal methods of communication are reviewed along with the appropriate uses of communication tools such as newsletters, email, meetings, memos and phones.

Strategies for improving current communication habits are practiced, as well as how to deal with others who don't communicate effectively.

Things you may learn in this training:

- Designing ritual to reinforce the message being communicated
- Types of affect and how to use them appropriately
- When to use formal or informal communication
- How to avoid communication overload with employees
- The appropriate uses for email
- Effective strategies for getting a message across
- How to help others be better at communicating

Effective Meetings Workshop

Workshop Length: 4 hours

Min/Max Class size: 8 - 25 people

Objectives:

- ❖ *Review/preview the strategies that make meetings effective*
- ❖ *Explore the elements of an effective agenda*
- ❖ *Discuss the roles of facilitator and recorder*
- ❖ *Learn the importance of closure and consensus*

In this interactive workshop participants will explore the factors that make meetings effective:

- Defining the outcome(s) for the meeting
- Building an agenda to meet those outcomes
- Keeping a meeting on track
- The importance of team building in meetings
- Getting to closure on an issue (consensus or not)
- Wrapping up the meeting
- How to determine that a meeting is the appropriate way to communication
- How to deal with people or issues that threaten to derail the meeting

This workshop will positively impact the efficiency, effectiveness and outcomes of your meetings. It is beneficial for people planning:

- » Staff Meetings
- » City Council Meetings
- » Board Meetings
- » Conferences
- » Departmental Meetings
- » Community Forums
- » Planning Meetings
- » Any other type of meeting

Creative Leadership Partners, LLC

623-587-0205

creativeleadershippartners.com

Ethics Training I

For all employees

Workshop Length: 4 hours
Min/Max Class size: 8 - 25 people

Objectives:

- ❖ *Review the definition of 'Ethics' and*
- ❖ *Explore the city's Code of Ethics*
- ❖ *Discuss the roles of leaders and colleagues in creating and maintaining an ethical culture*
- ❖ *Review and explore the 'root causes' for disciplinary actions*
- ❖ *Explore the actions that employees can take to reinforce ethical behavior by themselves and others*

In this interactive workshop participants will interactively explore:

- The guidelines outlined in the City of Peoria Code of Ethics
- Difference between guidelines and values
- Cynicism and loss of commitment to ideals: reasons that people make unethical decisions
- Noble Cause Corruption: deontological and teleological beliefs
- Continuum of Compromise: victimization, acts of omission, and acts of commission
- "Root Causes" for discipline:
 - Untruthfulness
 - Mis/Mal/Nonfeasance
 - Lust
 - Theft
- Six Pillars of Character

Methods of learning will include case studies, facilitated discussions, and personal reflection all followed by debriefing to share individuals' insights.

Creative Leadership Partners' Ethics training is aligned with the ethics standards and training developed by the Arizona Peace Officers Standards and Trainings Board (*with permission from Rodney Covey, Executive Director of the Arizona Regional Community Policing Institute*).

Ethics Training II

How Leaders Create and Maintain an Ethical Culture

Workshop Length: 4 hours
Min/Max Class size: 8 - 25 people

Participants should have taken the Ethics I training prior to registering in this workshop.

Objectives:

- ❖ *Review the concepts from Ethics I*
- ❖ *Explore the role leadership has in creating and maintaining an ethical culture*
- ❖ *Review and explore strategies and techniques leaders can use to maintain an ethical culture*
- ❖ *Practice strategies for holding employees accountable to the City's Code of Ethics*

In this interactive workshop participants will interactively explore a leader's responsibilities in defining and holding employees accountable regarding:

- The guidelines outlined in the City of Peoria Code of Ethics
- Difference between guidelines and values
- Cynicism and loss of commitment to ideals: reasons that people make unethical decisions
- Noble Cause Corruption: deontological and teleological beliefs
- Continuum of Compromise: victimization, acts of omission, and acts of commission
- "Root Causes" for discipline:
 - Untruthfulness
 - Mis/Mal/Nonfeasance
 - Lust
 - Theft
- Six Pillars of Character

Methods of learning will include case studies, facilitated discussions, and personal reflection all followed by debriefing to share individuals' insights.

Creative Leadership Partners' Ethics training is aligned with the ethics standards and training developed by the Arizona Peace Officers Standards and Trainings Board (with permission from Rodney Covey, Executive Director of the Arizona Regional Community Policing Institute).

Interest Based Training

(Conflict Resolution and People Problem Solving Skills)

Workshop Length: 2 days – (recommend that these be consecutive days)

Min/Max Class size: 16-36 people

Objectives:

- ❖ *Introduce and practice strategies for making meetings effective*
- ❖ *Identify behaviors(principles) that make collaborative shared decision making effective*
- ❖ *Introduce method for operationalizing principles*
- ❖ *Identify and analyze what makes workplace relationships effective*
- ❖ *Practice using the principles and process in simulations, activities and real situations*

Creative Leadership Partners offers an interactive, hands-on training designed to teach the principles of an Interest Based Approach (IBA). This training will teach the elements of problem solving as presented in Getting to Yes, and Getting Together, by Roger Fisher.

Skills that are introduced in the course of the training:

- Techniques that help people work for a common purpose with others
- How to work with others who may not have the same motivations that you do
- How to effectively work through conflict
- Techniques for reaching closure
- How to analyze and improve the human interactions within the workplace
- Activities or exercises that can be used for team building

Facilitator Training

Workshop Length: 1day

Min/Max Class size: 12-24 people

Objectives:

- ❖ *Identify the role of the facilitator in meetings*
- ❖ *Introduce and practice strategies for facilitating effective meetings*
- ❖ *Practice using the facilitation skills in simulations, activities and real situations*

In an effort to assist client to build the capacity within the organization to maintain an interest based culture, and to build facilitative leadership we offer this opportunity to learn how to facilitate meetings using the IBA.

People who have been trained as facilitators can also assist with future trainings for IBA which helps defer the cost of the training to the city while building the facilitation skills of employees.

Creative Leadership Partners, LLC
623-587-0205
creativeleadershippartners.com

High Performance Leadership Training

Workshop Length: 2½ days - can be divided into four 5 hour sessions
 CLP recommends that these 5 hour sessions be completed within a 4 week period.

Min/Max Class size: 15-36 people

Objectives:

- ❖ *Introduce the components and characteristics of a high performance leader*
- ❖ *Give participants the opportunity to explore, discuss and reflect on these components and characteristics*
- ❖ *Develop tools and strategies that facilitative leaders may use in the workplace*

Creative Leadership Partners' High Performance Leadership Training is based on the belief that leadership is not a position or a skill; leadership is a relationship. This relationship is between leaders and the people within the organization that they are expected to lead.

What is a High Performance Leader? What does a High Performance Leader look like? What skills distinguish them from others? How are they able to lead groups into becoming high performance work teams?

Through activities, guided discussions, simulations and reflection Creative Leadership Partners will facilitate the exploration of these components and characteristics.

Creative Leadership Partners has identified 4 Quadrants of a High Performance Leader and characteristics within each quadrant:

<p style="text-align: center;">I. LEADERSHIP</p> <ul style="list-style-type: none"> Taking Charge Risk Taking Teaching Collaborating Accountability 	<p style="text-align: center;">II. VISION</p> <ul style="list-style-type: none"> Visionary Communicator Process Guardian
<p style="text-align: center;">III. CULTURE</p> <ul style="list-style-type: none"> Norming Modeling Assessing Cheerleading 	<p style="text-align: center;">IV. TRANSITION/CHANGE</p> <ul style="list-style-type: none"> Data Collecting Empowering Challenging Status Quo Goal Setting

Coping with Change

(Leadership and Supervisory Skills)

Workshop Length: 4 hours

Min/Max Class size: 20-45 people

Objectives:

- ❖ *Introduce the formula for change*
- ❖ *Discuss the phases of the change process*
- ❖ *Explore the roles, rules and responsibilities of those impacted by organizational changes*

Creative Leadership Partners offers an interactive, hands-on workshop designed to introduce the concepts of change management, role of leadership during change and the importance of being a good follower. In our workshop participants explore the phases people experience when dealing with change and learn how to design a process that makes these experiences less threatening, therefore leading to a more effective end result.

Things you may learn in the course of the training:

- * How to recognize the common causes of anxiety regarding change
- * How to effectively work through those anxieties
- * Techniques that help people in times of transition
- * How to work with others while enduring change pains
- * Techniques & tips for maintaining momentum throughout change processes

Leadership Coaching & Mentoring

Coaching and mentoring services offer opportunities for reflection, analysis and planning to enable the client to be more successful in their professional role.

Coaching

Creative Leadership Partners offers coaching for situations where in the client has a specific goal or objective identified. Our coaches will strategically assess and monitor the progress toward the identified goal, giving advice when appropriate. Each encounter with a Creative Leadership Partners coach will focus on a specific goal, with an agenda to reinforce or change skills and/or behaviors. This experience is designed to positively influence the performance and awareness of areas of improvement and development for the person being coached.

Mentoring

Mentoring, as defined by the Center for Coaching and Mentoring, focuses on the personal growth and career of the client, offering support, and advise which the client is free to choose to follow or not. The encounters between a mentor and client are informal, without specific performance objectives or agendas.

The coaching and mentoring done for education leadership by Creative Leadership Partners focuses on nine key leadership responsibilities: Optimizer, Affirmation, Ideals/Beliefs, Visibility, Situational Awareness, Relationship, Communication, Culture and Input.

Feedback to the client will be determined by the client and the coach/mentor as they begin their relationship. If the coaching is to be used for evaluation purposes, the feedback process will be formalized by the supervisor, the client and the coach at the outset of the relationship and documented thereafter.

Enhancing Unity of Purpose

(Leadership Skills and Team Building Centered on a Mission)

Workshop Length: 4 hour session

Min/Max Class size: 12-36 people

Objectives:

- ❖ *Participants will create a picture of the 'ideal' for their department or site, aligning their work with the vision of the City.*
- ❖ *Participants will explore how they and others must work in tandem to create this ideal.*
- ❖ *Participants will define what their specific mission is in helping the site or department to achieve its vision.*

Create the Vision The workshop design begins with the participants developing a vision for their site/department. A vision is a big picture, desirable ideal that beckons to people. It is important that the participants are working toward a vision shared by all – beginning the unification of purpose within the organization.

Define the Mission The mission defines what is (and is not) a department or organization's purpose. It is important to clarify the specific mission of each department so participants share an understanding of the end product toward which they are working, how the various pieces must work together, and how the work being done contributes to the vision and purpose of the whole organization.

Building Trust

(Team Building)

Workshop Length: 1 day session

Min/Max Class size: 6-18 people

Objectives:

- ❖ *Participants will explore the fundamental components that lead to trust in workplace relationships.*
- ❖ *Participants will reflect upon and discuss how trust impacts creativity, commitment, accountability and attention to results.*
- ❖ *Participants will define for each other what the components of trust would look like in a trustworthy environment.*
- ❖ *Participants will identify areas in which they can be more effective as individuals and as a group at building trust.*

The workshop design begins with a discussion of what a trusting relationship looks like, and the pitfalls of not being able to fully trust or trusting too much. Using simulations, video clips and activities, the participants will experience and reflect upon the behaviors that indicate trustworthiness or a lack thereof. Taking this experience to the next level, participants will evaluate the impact that specific behaviors have on the ability of a team to achieve its fullest potential.

In a highly structured setting, participants will self-reflect on their own trustworthiness as a team and as individuals, will identify lynchpin issues upon which to work, and will develop strategies to address the issues and become a more highly effective team. *The focus is on looking forward, fixing problems – not blame, and creating high performance work teams based on respect and understanding.*

Creative Leadership Partners, LLC

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BASIC FEES

<i>Scope of work</i>	<i>Fee rates</i>	
Facilitation or Single Trainer	\$1200 full day rate (8 hours) \$ 200 hourly rate (less than 8 hours)	
Training	up to 12 participants	fee for each participant over 12
½ day rate	\$ 1,000	\$ 100
full day rate	\$ 1,500	\$ 150
2 day rate *	\$ 2,700	\$ 270
2½ day rate *	\$ 3,600	\$ 360

** Multiple day rates are discounted 10%*

COSTS NOT INCLUDED IN BASIC FEES

TRAINING MATERIALS & EQUIPMENT:

The client is responsible for providing flip chart paper and stands, a projection screen, LCD projector, TV/VCR and a room large enough to comfortably seat participants. In some cases two (2) breakout rooms will be needed to support the training design.

Other materials will be charged to the client at cost. Receipts will be provided with the invoice.

Creative Leadership Partners assumes that participants in the process are responsible for their own expenses.



April 4, 2007

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

RE: RFP P07-0063 – Staff Development Services: Union/Management Facilitation Services

Dear Ms. Houg:

Creative Leadership Partners, LLC is pleased to submit this proposal for your Union/Management Facilitation Services. We understand that the city's intent is to promote an effective and open working relationship between the leadership teams of the City's three recognized collective bargaining unions and city representatives assigned to collective bargaining and employee relations roles.. Creative Leadership Partners has reviewed the RFP and understands the scope of services being requested and is able to comply with the terms, requirements, and conditions of this request for proposals.

Our experience in the training and facilitation of self-powered teams, labor-management negotiators, governing boards, community participation forums, public and government agencies, and multi-party negotiations reveals that the process initially starts with a peaked desire to learn a better way of communicating and cooperating in order to meet needs. We have found that the success of shared decision making relies upon the full participation, commitment, and effective group interaction of the stakeholders.

Creative Leadership Partners utilize the interest based approach to design and manage good process, and as a means of ensuring full participant ownership (legitimacy) of any resulting products. We have watched the principles and elements of an interest approach *really work* in negotiation, communication, organizational effectiveness, and decision making. So, while our facilitation styles may vary from structured to flexible and from formal to informal, the basic principles of the interest based approach are the consistent foundation for our work.

We look forward to the opportunity of working with you in this process.

Sincerely,

Wendy Larsen, Managing Partner
Creative Leadership Partners, LLC

Creative Leadership Partners, LLC

The **Creative Leadership Partners, LLC** define our work as helping organizations learn to navigate on a non-adversarial path toward more cooperative environments. We assist those who share a common concern about the future in solving challenging problems and forging new partnerships.

Creative Leadership Partners believe that for fundamental organizational change to be successful, the parties must learn new processes for solving problems and resolving conflicts, develop new approaches to relationship building and create effective organizational cultures.

Creative Leadership Partners' programs are fundamentally based on the negotiation and relationship principles practiced by high performance organizations.

Creative Leadership Partners advocate maximizing one's own interests through conscious effort to maximize the interests of the other party(ies) to the relationship as a primary principle to bring about change. Our goal is to introduce and facilitate a "discovery process" regarding decision making which results in change without coercion.

Creative Leadership Partners, LLC consult with clients to design processes that honor RFP criteria, timelines and budget allowances. We provide organizational development consulting and neutral facilitation, working with our clients to create programs designed to address specific objectives. The model we use for decision making is a consensus approach based on the book Getting To Yes, by Roger Fisher.

The Creative Leadership Partners work with groups consisting of multiple constituencies committed to a collaborative approach to doing business as a means of building capacity within the organization to fulfill the mission, goals and strategies of the City of Peoria.

As consultants and facilitators, Creative Leadership Partners develops and presents training on a variety of organizational development topics designed to build the capacity of participants to become more effective leaders, work more collaboratively, improve communication between people, and build trust within the organization that can lead to successful change management.

Creative Leadership Partners operates under a code of ethics that would allow sharing the details of our relationship with you only if all the parties to the decision making process give permission for the information to be shared. Otherwise, it would be a breach of trust for us, as facilitators and consultants, to share content, process or relationship information with anyone.

Creative Leadership Partners, LLC

623-587-0205

creativeleadershippartners.com

CLIENT REFERENCES

Facilitation of Negotiations/Meet and Confer

<p>California State Firefighters Association <i>References:</i> <i>Bob Roberts, FIRE Representative</i> <i>Phone: 951-696-9281</i></p>	<p>Chandler Unified School District 1525 W. Frye Road Chandler, AZ 85224 <i>References:</i> <i>Jeanette Polvani, Assistant Superintendent</i> <i>Phone: 480- 812-7640</i> <i>Susan Thomas, AEA Representative and former</i> <i>President of CEA</i> <i>Phone: 602-992-8110 Ext 110</i></p>
<p>Creighton Elementary School District 2702 E. Flower Phoenix AZ 85016 <i>References:</i> <i>Tim Ham, Assistant Superintendent</i> <i>Phone: 602-381-6018</i> <i>Jason Schnee, President CEEA</i> <i>Phone: 623-764-2019</i></p>	<p>Glendale Elementary School District 7301 N. 58th Avenue Glendale, AZ 85301 <i>References:</i> <i>Dr. Marcia Smith, Asst. Supt. For Human</i> <i>Resources</i> <i>Phone: 623-842-8125</i></p>
<p>Glendale Union High School District 7650 N.43rd Avenue Glendale, AZ 85301 <i>References:</i> <i>Warren Jacobson, Superintendent</i> <i>Phone: 623-435-6000</i></p>	<p>Meeks Bay Fire Protection District P.O. Box 189 Tahoma, CA 96142 <i>References:</i> <i>John Pang, Fire Chief</i> <i>Phone: 530-525-7548</i> <i>Lieutenant Mike Hacker, , President of</i> <i>Professional Firefighters Association</i> <i>Phone: 530-525-6096</i></p>
<p>North County Fire Protection District 3802 N. 91st Avenue Phoenix, AZ 85037 <i>References:</i> <i>Chief William Metcalf</i> <i>Phone: 760-723-2012</i></p>	<p>Pendergast Elementary School District 3802 N. 91st Avenue Phoenix, AZ 85037 <i>References:</i> <i>Dr. Ronald Richards, Superintendent</i> <i>Phone: 623-772-2206</i> <i>Larry Nolan, President, PFTP*</i> <i>j Phone: 602-206-8901</i></p>

The Creative Leadership Partners have consulted in 36 states and internationally.

The Creative Leadership Partners:

Dr. Rene X. Diaz

Rene Diaz is a native Arizonan. He attended Arizona State University where he received a B.A., Masters, and Doctorate, all in education. Rene has served as Superintendent for a decade; 7 years at Phoenix Union High School District, and 3 years at Phoenix Elementary School District.

Significant improvement was made in both districts in the areas of dropout reduction, attendance, student achievement, and employee relations. It was through Rene's high performance leadership, using collaborative decision making processes and employing data to drive decisions that these Phoenix communities were able to make such dramatic improvement.

Dr. Diaz is a national and international speaker in the areas of organizational culture and being a change agent, in addition to motivational speeches. In 1998 Dr. Diaz presented his research on organizational culture at Oxford University in England. In 2000, Dr. Diaz was recognized by his colleagues as Superintendent of the Year for the state of Arizona.

Upon retirement from Phoenix Union High School District, Rene joined the Creative Leadership Partners as a facilitator, consultant and trainer. He recently became the Executive Director for the Wallace Foundation Leadership Project for the State of Arizona.

Wendy Larsen

Wendy Larsen began her organizational development work in 1993 facilitating shared decision making. Wendy has been the managing partner for Creative Leadership Partners since 2001. She served on the City of Phoenix Civil Service Board for 10 years. Currently she serves on the Pension Board for the Phoenix police and fire departments and on the Peace Officers Standards and Training Board for the State of Arizona.

Wendy has extensive experience working in leadership development as a consultant and trainer in the areas of high performance leadership, organizational culture and change management. She has worked as a coach and mentor for leadership from school districts, county and city governments, volunteer agencies, fire departments, police departments, transit agencies, public utility districts, and private industries.

Wendy has trained and /or facilitated decision making teams made up of representatives from labor, management, elected officials and community organizations. Wendy has facilitated issues ranging from contract negotiations, strategic planning, environmental issues, and community forums, to designing performance pay systems, transportation routing and schedule design, and total quality initiatives.

Wendy grew up in Columbus, Ohio. She attended Ohio University before moving to Arizona where she earned a B.A. in education from ASU. Wendy has done graduate studies in fine arts and education. She races sailboats, enjoys rough water swimming and creates quilts in her free time.

Jim Mitchell

Dr. Jim Mitchell, former superintendent of the Adams Twelve Five Star District in Denver, Colorado, is well known for his work assisting school district and other educational organizations throughout the country in understanding and implementing change with specific reference to site based management.

Jim is the author of several articles on the subject of site based decision making, as well as the book A Facilitator's Guide to the Development and Implementation of Site Based Decision Making. He has lectured at conferences and seminars in 33 different states. When legislation mandating site based management was passed in Kentucky, Texas and Oregon, Jim provided training to the respective state departments of education.

During the past few years Jim has broadened his consulting services to include superintendent searches, facilitating district strategic planning, facilitating contract negotiations, and conducting organizational audits to determine efficient delivery of services.

Jim was born and raised in Duluth, Minnesota where both his parents were educators. He holds a B.A. in social studies from Ohio Wesleyan University, a Masters in guidance counseling from George Washington University in Washington, D. C., a Specialist in personnel administration from the University of Colorado, and a Doctorate in Education from the University of South Dakota. His interests include an annual running of the New York Marathon, and collecting art and Navajo Indian rugs.

Becky Upton

Becky Upton has been involved with Interest Based decision making since 1995 when it was introduced to parents and community members in the Deer Valley Unified School District. Her experience as PTA Council President and a representative of the community on the negotiating team led her to become further involved by taking facilitator training, and by continuing to be involved in decision making committees in the Deer Valley District. She served as Leadership Development Chair for the Arizona PTA, the grant committee for Mountain Ridge High School PRIDE and the Learning Committee School reviewing grant applications for the Arizona Community Foundation. She is also the office manager for her husband's dental practice. She and her husband, John, have four children.

Becky is a member of the Creative Leadership Partners, and is actively involved in training and facilitation for decision-making teams. Her varied work background, which includes working as a medical secretary, advertising department administrator, community college instructor, and general manager of a building materials company, provides her with insight to and empathy with a variety of organizational characteristics. She has worked on election committees and on several campaigns for school board and legislative candidates.

Becky was raised in Minnesota and is a graduate from the University of Minnesota with a B. S. in Secondary Education with majors in sociology and social studies. She did graduate work in Business Administration at Northern Arizona University, and has been an Arizona resident since 1974.

Also associated with Creative Leadership Partners:

Maryellen Ferring

Maryellen Ferring, with Upsell Training, is responsible for conducting customer service and sales training for clients located in the United States, Canada and Europe. Maryellen holds a Master's degree in hospitality management from Eastern Michigan University and an undergraduate degree from California Polytechnic State University. She is also a certified hospitality administrator and certified hotel educator. Additionally, Maryellen has over twenty years of experience within the hospitality industry.

Maryellen is a 'veteran' trainer who understands the challenges individuals face in operating within budgets while at the same time maximizing revenue.

Ms. Ferring has served as a regional director of training for service, overseeing 15 hotels. She has also served as general manager for Bel Age, a four-star, four-diamond property part of the L'Ermitage Collection of European style hotels and The San Luis Ban Inn, a four-diamond independent resort property.

David R. Hume

Based in Phoenix, AZ, David is a management, marketing and training consultant. He has partnered with clients in creating change management strategies, marketing programs, internal communication, and High Performance Work Systems. His expertise includes team development, executive coaching, training and facilitation, organization design, as well as marketing and internal communications where he has worked successfully with corporate executives, educators, work teams and labor-management groups.

His recent work with clients includes: strategic planning, executive coaching and leadership development with the Pendergast Elementary School District; executive coaching for leaders at SheaHomes/Trilogy at Vistancia; design and conduct school assessments for the Dysart Unified School District; organization design and leadership development with Paddock Publications, the third largest newspaper in Illinois; as an associate of Pleinbridge Consulting Group, conduct assessments for Camelot Homes and DMB/DC Ranch; develop the marketing plan and strategies and conduct communications training for the California School-Age Consortium, San Francisco, CA. He has also worked with Procter & Gamble/Albany GA; Del Webb/Pulte Homes; Phelps Dodge Corp. and Poore Brothers, Inc.

Prior to developing his independent consulting practice, David spent 10 years as the Marketing Services Director for The Arizona Republic and The Phoenix Gazette and was responsible for developing strategy and providing direction for marketing, media advertising, public relations and corporate communications.

David served five years as an adjunct professor at Arizona State University, teaching *Print Media Management* at the Walter Cronkite School of Journalism and Telecommunications. He is moderator for a number of seminars presented by the Southern Newspaper Publishers Association and serves as a staff member for several workshops, including *Designing and Leading Effective Organizations* and *Developing High Performance Organizations*.

Interest Based Negotiations Training

Workshop Length: 2 days – (recommend that these be consecutive days)

Min/Max Class size: 16-36 people

Objectives:

- ❖ *Introduce and practice strategies for making meetings effective*
- ❖ *Identify behaviors (principles) that make collaborative shared decision making effective*
- ❖ *Introduce method for operationalizing principles*
- ❖ *Identify and analyze what makes workplace relationships effective*
- ❖ *Practice using the principles and process in simulations, activities and real situations*

Creative Leadership Partners leads participants (up to 36 people) through an interactive, hands-on training designed to teach the principles of an interest-based approach to problem solving using techniques appropriate for adult education. This two-day training teaches the problem solving methods and principles as presented in Getting to Yes, by Roger Fisher and the components of Effective Relationships as explored in Getting Together, by Roger Fisher.

An integral component of the training and follow-up is learning how to build constituency awareness of and participation in the interest based process. For the interest based process to become part of the culture of the workplace constituencies need to be introduced to the concepts of the process, be included in regular communication about process and solutions reached using the process, be invited to participate, and recognize their roles of giving appropriate feedback to their representatives. Effective communication is critical.

Skills that are introduced in the course of the training:

- Techniques that help people work for a common purpose with others
- How to work with others who may not have the same motivations that you do
- How to effectively work through conflict
- Techniques for reaching closure and what to do when you think you're 'stuck'
- How to analyze and improve the human interactions within the workplace

Facilitation Services

Negotiations using the Interest Based Process

Objectives:

- ❖ *Facilitate problem solving, negotiation & strategy development*
- ❖ *Monitor process to meet deadlines and timelines*
- ❖ *Incorporate relationship principles into meeting norms & practice*

Effectiveness begins with process design and continues through the resolution of issues. Processes designed and managed with leaders from within the client organization are most effective. Ideally, processes are created that allow problem solving to take place in the venues most directly impacted by the issues and with the parties who will have to live with and implement the decisions that are made.

FRAMING THE ISSUE

Once teams (representatives) have committed to the negotiation we begin with clarifying timelines, parameters and criteria that exist. Creative Leadership Partners refers to this as “framing the issue” - what is, and is not, the task of the group.

STORY

The team begins an educational process for all of its members about a particular issue: what information does each constituency have regarding the issue, what data is available, what rumors and perceptions are ‘out there’, what has been done in the past, and how are others dealing with similar issues.

In exploring the issue, the team may find that part of the issue has to do with human factors and organizational culture. These factors include communication, understanding, respect and trust and are referred to as ‘relationship elements’. These elements may become a piece of the issue to be resolved and are ‘processed’ along with the other information about the issue.

Creative Leadership Partners facilitators capture all of the team’s information on electronic ‘flip charts’ as group memory so that it can be referred back to for further clarification as more information becomes available. The facilitators assist team members to stay focused on the issue, keep communication open and be non-judgmental about data and information. At the end of each meeting, the group memory can be emailed to individual members for further reflection.

INTERESTS:

Each constituency's interests are identified and clarified so that all the participants on the team understand the needs of each constituency regarding the issue.

Creative Leadership Partners facilitators ask probing questions, seek clarification and generally assist the team members in understanding each others interests.

OPTIONS:

The team begins looking at possible solutions or pieces of solutions (options) that might fix the problem and meet all the interests that have been identified. This is time for creativity to flow, so it is important that evaluation and commitment be deferred at this critical stage.

Additional criteria for the issue may emerge as options to be considered and decided on by the team. These are recorded and processed in the same way that options are.

Creative Leadership Partners facilitators record all options & criteria generated by the team. The facilitators will assist the team in reining in evaluation or assumptions of commitment, seeking clarification of options, and may employ techniques to help the team get creative about solutions when needed.

EVALUATION:

The team begins evaluating options and criteria. This may begin with winnowing the list by looking at interests, deciding on criteria, or by sorting the options based on what part of the issue is addressed. All of these strategies will be used before the evaluation is complete. Additional options may emerge during this part of the process.

Creative Leadership Partners facilitators offer suggestions regarding the evaluation process. The facilitators will record assessments offered by team members of the various options, offer neutral observations about what may be missing or overlapping in options, and will, in general, expedite the evaluation process.

COMMITMENT:

The team narrows the options to one set that they feel (1) addresses the issue, and, (2) meets the interests of each constituency. Each team member is then asked whether they can (at a minimum) live with the solution and will support it. Consensus is achieved when the team has a commitment from each member to support the solution.

Creative Leadership Partners facilitators help the team to probe, clarify, and modify options until a solution emerges that each member can support. The facilitators help the team work through attitudes and positions that may inhibit the members' abilities to reach consensus.

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IMPLEMENTATION:

The team plans when and how a solution is to be implemented. They clarify who is responsible for what. They should identify how glitches will be handled, and if or when the team comes back together to assess the progress/success of the solution.

Creative Leadership Partners facilitators help the team identify benchmarks, critical factors for implementing and criteria for assessing success. The facilitators will record this data to be included with the rest of the group memory regarding this issue.

COMMUNICATION:

Creative Leadership Partners work with teams and subsets within teams to design effective communication with constituencies and each other throughout the negotiation process. Toward that end we recommend the following:

- ⇒ Clear agendas for each meeting, preferably posted to all members ahead of time
- ⇒ Regular joint communiqués to constituencies throughout the negotiations process and implementation
- ⇒ Opportunities to meet face-to-face with constituents to gather feedback and share information using words, affect and in-person rituals.
- ⇒ Group memory of each team meeting - labeled, dated and formatted for easy review of data

Please note that Creative Leadership Partners define our role as 'process guardians'. This sole purpose of keeping the negotiating teams' representatives focused and in process allows representatives to appropriately work through issues to create effective solutions that everyone can live with and support.

Creative Leadership Partners goal is to design a process that facilitates achievement of an identified outcome. Conditions for reaching consensus can be built into the process design; however, consensus is dependent on the resolve of each of the participants to find mutually agreeable solutions.



BASIC FEES

<i>Scope of work</i>	<i>Fee rates</i>	
Facilitation	\$1200 full day rate (8 hours) \$ 200 hourly rate	
Training - inclusive of materials	<i>up to 12 participants</i>	<i>fee for each participant over 12</i>
full day rate	\$ 1,500	\$ 150
2 day rate *	\$ 2,700	\$ 270

**Multiple day rate reflects a 10% discount*

COSTS NOT INCLUDED IN BASIC FEES

TRAINING MATERIALS & EQUIPMENT:

The client is responsible for providing flip chart paper and stands, a projection screen, LCD projector, TV/VCR and a room large enough to comfortably seat participants. For the Interest Based Training two (2) breakout rooms will be needed to support the training design.

Other materials will be charged to the client at cost. Receipts will be provided with the invoice.

Creative Leadership Partners assumes that participants in the process are responsible for their own expenses.

Merge ID: 37226
Record ID: 44182

Muni Information:

Doc Reference Code: REC
Doc Reference Desc: OFFICIAL RECORDS
Document Date: 6/20/2007
Item Reference:
Action Code: A
Action Description: ACTIVE
Brief Description: CON CREATIVE LEADERSHIP PARTNERS, LLC

Keywords

CONTRACT, TRAINING & DEVELOPMENT SERVICES, CREATIV
E LEADERSHIP PARTNERS, LLC, PO7-0063, ACON33507, W
ENDY LARSEN, CITYWIDE TRAINING & DEVELOPMENT SERVI
CES, SCANNED,

General Tab

Expiration Date:
Continued Date:
File Reference Number: 07422
Name Referred:
Security Class:

Abstract

Record Mgmt

Retention Code: 105
Retention Code Desc: 1 YR ACTIVE, 5 YRS INACTIVE
Status: Active
Storage Media: REC
Storage Location: RIM
Location Reference: 07422
Active Month: 12
Inactive Month: 60
Permanent Record: 0

Additional Info

Creation Date: 6/26/2007 11:04:28 AM
Creation User: debbiea
Last Modified Date: 9/24/2007 7:10:29 AM
Last Modified User: kathyo
Master ID:

Database Reference Only

Action Code ID: 1
Retention Code ID: 5
CalcuFromExp: 0

Check Out History



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Avenue
Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: **P07-0063**

Page 1 of 1

Description: Training and Development Services

Amendment No: Four (4)

Date: 02/16/11

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 06/19/11. **LAST YEAR OF CONTRACT**

The New Contract Term is:

Contract Term: 06/20/11 to 06/19/12

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

Wendy J. Larsen
Signature

3-29-11
Date

Wendy Larsen
Managing Partner

Typed Name and Title

Creative Leadership Partners, Inc.

Company Name

4423 W. Kimberly Way

Address

Glendale

City

AZ

State

85308

Zip Code

Attested by:

Wanda Nelson

Wanda Nelson, City Clerk

Wynette Reed
Director: Wynette Reed, HR Director

Tracey Booth
Dept Rep: Tracey Booth, Training & Development Coordinator

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
[Signature] 2011, at Peoria, Arizona.

[Signature]
Herman F. Koebergen, Materials Manager



CC Number

ACON 33507D

Contract Number:

Official File

City Seal