

SERIAL 11079 RFP TRAINING & TECHNICAL ASSISTANCE & PROFESSIONAL SUPPORT SERVICES Contract – Innovative Early Childhood Education Systems

DATE OF LAST REVISION: October 2, 2014 CONTRACT END DATE: September 30, 2017

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2014 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **TRAINING & TECHNICAL ASSISTANCE & PROFESSIONAL SUPPORT SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 28, 2011 (Eff. 10/01/11)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

JM/at
Attach

Copy to: Office of Procurement Services
Alecia Jackson, Human Services



CONTRACT PURSUANT TO RFP

SERIAL 11079 -RFP

This Contract is entered into this 28th day of September, 2011 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and **Innovative Early Childhood Education Systems, LLC** (“Contractor”) for the purchase of professional and technical training services for the zero to five head start programs. .

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of October, 2011 and ending the 30th day of September, ~~2014~~ 2017.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three_(3) years, (or at the County’s sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustments must be submitted sixty (60) days prior to the current Contract annual anniversary.. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit “A.”
- 3.2 Payment shall be made upon the County’s receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date

- Payment terms
- Date of service/training or delivery
- Description of service provided
- Pricing per unit/hour of service
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, 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, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 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.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 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 County, constitute a material breach of this Contract.

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

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

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

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements 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 County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

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

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

~~6.2.9 Automobile Liability.~~

~~Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.~~

~~6.2.10 Workers' Compensation.~~

~~6.2.10.1 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 under this Contract; 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. (N.B. - \$1,000,000 limits on larger contracts)~~

~~6.2.10.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.~~

7.0 **MINIMUM SCOPE AND LIMITS OF INSURANCE:**

Contractor shall provide coverage with limits of liability not less than those stated below.

7.1 **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

• General Aggregate	\$4,000,000
• Products – Completed Operations Aggregate	\$2,000,000
• Personal and Advertising Injury	\$2,000,000
• Damage to Rented Premises	\$ 100,000
• Each Occurrence	\$2,000,000

- *The policy shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit, or provided by separate endorsement with its own limits, or provided as separate coverage included with the professional liability.*
- *Contractor must provide the following statement on their Certificate(s) of Insurance as provided for in Part E: “Sexual Abuse/Molestation coverage is included.” Policies/certificates stating that “Sexual Abuse/Molestation coverage is not excluded” do not meet this requirement.*
- The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *“Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **“Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

7.2 **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *“Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- Policy shall *contain* a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **“Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.
- Policy *shall* contain a *severability* of interests provision.

7.3 **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

7.3.1 Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **“Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

7.3.2 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt **under** A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

7.4 **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

7.4.1 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

7.4.2 The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

7.4.3 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive coverage date shall be no

later than the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. (primarily for Healthcare related contracts)

7.5 Certificates of Insurance.

7.5.1 **Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

7.5.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

7.6 Cancellation and Expiration Notice.

7.6.1 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

7.7 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

7.8 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

7.9 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Innovative Early Childhood Education Systems, LLC
3 Sunrise
Newport Coast, CA 92657

7.10 REQUIREMENTS ONTRACT:

7.10.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

7.10.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

7.10.3 Purchase orders will be cancelled in writing.

7.11 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

7.12 TERMINATION FOR DEFAULT:

7.12.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

7.12.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

7.12.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

7.12.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

7.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to

A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

7.14 **OFFSET FOR DAMAGES:**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

7.15 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

7.16 **RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

7.17 **INFLUENCE**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

7.17.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

7.17.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

7.18 **SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

7.19 **AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

7.20 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

7.21 ALTERNATIVE DISPUTE RESOLUTION:

7.21.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

7.21.1.1 Render a decision;

7.21.1.2 Notify the parties that the exhibits are available for retrieval; and

7.21.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

7.21.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

7.21.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

7.22 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

7.23 RIGHTS IN DATA:

The County shall own and have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

7.24 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

7.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

7.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

7.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~7.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~7.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~7.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to:~~

~~suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

7.27 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

7.28 CONTRACTOR LICENSE REQUIREMENT:

7.28.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

7.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

7.29 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

7.29.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

7.29.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

7.29.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

7.29.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

7.29.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

7.29.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

7.29.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

7.30 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

7.31 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

7.32 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

7.33 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

7.33.1 Exhibit A, Pricing;

7.33.2 Exhibit B, Scope of Work;

7.33.3 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Isabelle Alessandra
AUTHORIZED SIGNATURE

Isabelle Alessandra, President
PRINTED NAME AND TITLE

3 Sunrise, Newport Coast, California 92657
ADDRESS

September 28, 2011
DATE

MARICOPA COUNTY

Chris Lamb
CHAIRMAN, BOARD OF SUPERVISORS

OCT 19 2011
DATE

ATTESTED:
Frankie Canoy
CLERK OF THE BOARD 092811

OCT 19 2011
DATE

APPROVED AS TO FORM:

Dan Benton
LEGAL COUNSEL

Oct 17 2011

**EXHIBIT A
PRICING**

SERIAL 11079 -RFP
 NIGP CODE: 91838
 COMPANY NAME: Innovative Early Childhood Education Systems, LLC
 DOING BUSINESS AS (DBA) NAME: Innovative Early Childhood Education Systems, LLC
 MAILING ADDRESS: 3 Sunrise, Newport Coast, CA 92657
 REMIT TO ADDRESS: Innovative Early Childhood Education Systems, LLC
3 Sunrise, Newport Coast, CA 92657
 TELEPHONE NUMBER: 949-715-2670
 FACSIMILE NUMBER: 949-715-2697
 WEB SITE: www.innovative-ecce-systems.com
 REPRESENTATIVE NAME: Dr. Isabelle Alessandra
 REPRESENTATIVE PHONE NUMBER: (949-715-2679)
 REPRESENTATIVE E-MAIL: Isabelle@innovative-ecce-systems.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	x	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	x	
FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document)	<u>No Fuel</u>		% OF TOTAL BID AMOUNT

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.
 PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

- | | | |
|---|---|---|
| <input type="checkbox"/> NET 10 DAYS | <input type="checkbox"/> NET 45 DAYS | <input type="checkbox"/> 1% 10 DAYS NET 30 DAYS |
| <input checked="" type="checkbox"/> NET 15 DAYS | <input type="checkbox"/> NET 60 DAYS | <input type="checkbox"/> 2% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 20 DAYS | <input type="checkbox"/> NET 90 DAYS | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | |

1.0 PRICING:

ITEM DESCRIPTION 5.1	<u>\$3000 Flat Rate Per Day for On-Site Services. Includes all travel & off-site preparation (-7% for contracts exceeding 5 days).</u>
ITEM DESCRIPTION 5.2	<u>\$300 Hourly Rate for Online Training Meetings (Small group)</u>
ITEM DESCRIPTION 5.3	<u>Training Handouts sent electronically to client to copy at client's cost. All other materials included in flat rate.</u>
ITEM DESCRIPTION 5.4	<u>All training space booked by client, or client will be charged the fee for the space plus a 10% booking fee.</u>
ITEM DESCRIPTION 5.5	<u>\$10,000 Flat Rate Grant Preparation w Needs Assessments (for awards up to \$5MM) Budget Narrative/Budget prepared by client.</u>

EXHIBIT B

SCOPE OF SERVICES

Modes of Service Delivery

Innovative Early Childhood Education Systems, LLC (Innovative) can provide Maricopa County Head Start Zero-Five Program (MCHSZFP) with phone consultation, consultations using Skype, Go To Meeting, on-site consultation, data collection using Survey Monkey and Concept Systems, as well as small or large group trainings with 8 - 200 people.

Our training designs can be delivered in one day seminars, multiple-day workshops, or in multiple hour long segments, depending on the content. DVDs and CDs are provided to augment “training of trainers” workshops to build capacity and provide useful facilitation tools. Figure 1 (below) illustrates the progression of training that might occur. Leadership training (discussed in more detail on pages 5, 7, 8, 9 and 10 below) is considered “advanced training”.

All workshops are interactive - they engage the participants actively in learning new information or strategies. Our approach in each mode of service delivery recognizes and takes advantage of the combined wisdom and experience of the participants involved (see discussion of adult learning theory on pages 12-13 for more detail). Innovative’s training is “process-oriented” in that the participants productively work through a process rather than simply receiving the product. All of our post-workshop evaluations prove that participants praise training that offers practical, hands-on ideas with understandable examples. We choose examples from different disciplines and apply strategies to a variety of situations that are most applicable to our audience. Our training, consultation and “work”shops give participants something they can use.

Description of the Types of Trainings & Programs

Innovative is a small woman owned for-profit business based in Southern California. Innovative provides comprehensive training to educators and leaders of Head Start and Early Head Start programs (programs serving low income children 0-5 years of age and their families). Innovative’s extensive expertise and proven track record of competency addresses four areas directly related to the needs of Head Start and Early Head Start programs (please also see the nine specific components and workshop titles on pages 7 – 10 below, and the menu of services attached under tab: Other Data – electronic copy: Menu is attached as final pages following Attachment C):

1. **Teaching Strategies Workshops and Coaching** for early childhood teachers and paraprofessionals (teacher aides)
2. **Leadership Training** for program directors, supervisors, and coordinators
3. **Training of Trainers Workshops and Materials** to prepare a team of trainers, guide training delivery, and build internal capacity of the organization and its individuals
4. **Grant Writing Services** for grantees and delegate agencies looking to respond to funding opportunities from ACF for program expansion or program enhancement.

Innovative’s Work is Anchored in Adult Learning Theory

Readers are asked to please see pages 12 – 13 section titled “Fully Indoctrinated in Adult Learning Principles”.

Research Based Workshops

The Research Guiding Innovative’s Teaching Strategies Workshops

“Learning modalities”, “learning styles”, and “multiple intelligences” - these word labels emphasize the different ways children and adults learn best, and they represent the way that Innovative ensures meaningful and developmentally appropriate services. Just as a single shoe size doesn't fit everyone, neither does a single learning environment ensure learning for all. We all come not only from differing localities, abilities, cultures, and home experiences, but we inherently have different learning modalities. Each teacher’s own learning style affects his/her teaching and what he/she plans for and with children. Using the philosophy of individualizing instruction, Innovative bases our curriculum designs for all of our teaching strategies workshops on an amalgam of approaches from the fields of psychology, sociology and education.

For example, in the classroom management series “*Everything You Need to Know About Behavior Management*” (a three-day workshop that can be delivered over the course of the year, extended to a longer series when combined with classroom coaching, or shortened to a one-day overview workshop), the principles used to guide the design are based on the works of Abraham Maslow and the humanist movement, the psychosocial development theories of Erik Erickson, the cognitive developmental theories of Jean Piaget, and Lev Vygotsky’s work on the influence of the

social environment. Application of these principles includes the ideas of educator and psychologist Haim Ginott, the “Developmental-Interaction” approach of Bank Street and the cumulative experience of early childhood teachers and clinicians in the field of early childhood education. The principles developed by these psychologists and educators provide us with a model for a classroom environment that promotes social/emotional development and the acquisition of social skills.

The applied section of our teaching strategies workshops is largely based on the principles of learning theory. The research of John Watson and B. F. Skinner has taught us a great deal about involuntary and voluntary behaviors. Psychologists such as N. H. Azrin and R. M. Foxx have shown us how to apply the principles of behavior to solve everyday human problems, e.g. toileting, as well as some of the more challenging problems of those with special needs such as reducing self-injurious behaviors. We also use an investigative, project-based approach, described so well by researchers Lillian Katz and Sylvia Chard, based on an event or theme that both the children and the teacher wants to learn more about. If, for example, there is new construction going on nearby - a house, a big building, a road – the teacher has the potential for children to learn in a variety of ways about different subjects (math, social studies, geography, art, science, literacy), all integrated into an umbrella topic. All teaching strategies workshops are designed to assist Head Start educators to make the connection between what children are learning and how they can enhance that learning by aligning activities with the Head Start Child Outcomes, and all highlight high-quality teaching within specific CLASS™ dimensions.

The Research Guiding Innovative’s Leadership Workshops

We recognize leadership as a complex enterprise, and as recent studies assert, we design our work with Head Start administrators guided by the understanding that reflective leaders are more than managers. They have vision, develop a shared vision, and value the contributions and efforts of their co-workers in the organization. Our training is focused on reflective leadership skills - skills characterized by self-awareness, careful and continuous observation, and respectful, flexible responses that result in reflective and relationship-based programs. We look to Daniel Goleman’s and Adele B. Lynn’s work on Emotional Intelligence to provide a strong foundation that helps leaders to become more self-aware and understand their impact on others. Also guiding our approach are multiple studies on leadership and change, all influenced by writings of authors such as Peter Drucker, Margaret Wheatley, Warren Bennis, and Peter Senge.

Multiple Intelligences Theory

Our workshops all reflect the research on Howard Gardner’s Multiple Intelligences Theory. We use Gardner’s theory of Multiple Intelligences to help teachers analyze the learning experiences they provide. The learning centers, materials, and equipment in early childhood classes offer abundant opportunities to engage in a variety of learning modalities and to develop all of the different intelligences. Paint easels, the block center, the library corner, and science center are just a few examples. It’s also important for teachers to analyze the software available on the computer.

We approach the Multiple Intelligences as tools for teaching and learning. Following Gardner’s research, we cover the following eight elements of multiple intelligences that provide finer distinctions among behaviors:

Linguistic/Language: learns by listening, reading, verbalizing, enjoys discussion, likes word games, books, and records, and remembers verses, lyrics, and trivia.

Logical/Mathematical: thinks conceptually, uses clear reasoning, looks for abstract patterns and relationships, likes experimenting and testing things, likes classifying and categorizing.

Musical: thinks in tones, learns through rhythm and melody, enjoys playing musical instruments, remembers songs, and notices nonverbal sounds in the environment.

Spatial: likes mazes and jigsaw puzzles, likes to draw and design things, likes to build models, and likes films, slides, videos, diagrams, maps, and charts.

Bodily kinesthetic: processes knowledge through bodily sensations, communicates through gestures, moves or fidgets while sitting, learns by touching and manipulating, likes role playing, creative movement, and physical activity, enjoys fixing and building things.

Interpersonal: understands and cares about people, is the social child, has lots of friends, and learns from cooperative learning experiences, and likes group games.

Intrapersonal: enjoys working independently, likes to be alone, appears to be self-motivated, and needs quiet space and time.

Naturalist: investigates, experiments, questions, and finds out about elements of science, the phenomena of the natural world, weather patterns, growing things, animals, conditions that change characteristics (water changes from liquid to solid when frozen).

Expanding on the theory of tapping into children's multiple intelligences, we offer a series of teaching strategies workshops in music, dance, and visual arts – all highly engaging, and all offering teachers practical, hands-on teaching strategies to begin using in their classrooms immediately after each training session.

Multiple Intelligences and Inclusive Teaching

In essence, with the help of successful inclusion projects and exposure to appropriate and meaningful training, we help teachers to see that inclusion can simply become a way of life instead of something to be feared. The workshops series on the Multiple Intelligences provides a process of awareness and appropriate strategies is introduced that will enable the inclusion of children with disabilities into the regular classroom.

Training Components

Innovative's expertise and training designs covers 9 components. Each component provides a few examples of the workshop titles or overall approach:

1) Developmentally Appropriate Practices:

- *The Intentional Teacher: Choosing the Best Strategies for Young Children's Learning*
- *Using Multiple Intelligences: A Key to Unlocking the Potential in Every Child*

2) Cognitive Reasoning: Math and Science

- *Teaching Number Concept to Young Children: Developmentally Appropriate Teaching for Children 18 months – 5 years – (crucial insights into how children learn mathematical concepts and ideas)*
- *Teaching Strategies to Address Child Outcomes in Science Knowledge and Skills: Preschool Science as a Method of Inquiry*
- *Integrating Science, Math, and Literacy in the Preschool Classroom*

3) Social and Emotional Development

- *Everything You Need to Know About Behavior Management (for teachers of children With special needs and typically developing children)*
- *Using Effective Visual Cues to Prevent and Manage Challenging Behaviors in the Classroom and at Home*

4) Supplemental Curriculum Programs: Extension Multiple Intelligences Workshops in the Arts

- *How to Teach Dance to Preschool Children: Activities to Use in the Classroom*
- *How to Teach Music to Preschool Children: Activities to Use in the Classroom*
- *How to Teach Visual Arts to Preschool Children: Activities to Use in the Classroom*

5) Language and Literacy

- *Teaching Early Literacy Skills to Children: Strategies and Activities to Use in the Classroom*

6) Program Governance

- *Shared Governance Responsibilities in Head Start: An Interactive presentation for Governance Boards with Head Start Programs*
- *Empowering Parents: A Workshop for Directors, Parent Coordinators and PC Members*

7) Leadership Training and Support

Innovative's leadership development training sessions address several important leadership and organizational challenges. Each design combines separate leadership training and consulting products, which coordinate effectively to create ideal training solutions. The suggested training designs vary in the length of time required and the size of the group that is most appropriate. Also, some designs require pre-work, others do not; some allow pre-work as an option. The following components provide some examples of areas of expertise:

Organizational Management: Decisions, big and small, need to be made everyday, and for any organization to be effective, its managers need to be able to constantly solve problems and make decisions that are of benefit to it. Effective decision making is critical in any organization. This is Innovative's specialty. Our decision making workshops provide the participant with a measure of their own effectiveness in decision making as well as first-hand experience in the benefits and challenges of consensus decision making. We assist program staff in the process of planning, organizing, leading and controlling the efforts of organization members and resources to achieve the HSPS's and stated organizational goals.

Supervision & Management Consultation: Few people struggle because they haven't mastered the most recent and advanced concepts about leadership and supervision. Instead, people tend to struggle because they really haven't mastered all of those most basic and fundamental "best practices" in leading and supervising. Innovative's work first looks at those foundational, best practices. We strongly believe that adults learn best when they 1) actually apply new information and materials from our trainings to current, real-world challenges in their lives and workplaces; and 2) exchange ongoing feedback with others in similar situations. Therefore, if suitable with the client, we design our trainings so that they incorporate use of individualized action plans, peer coaching groups and/or private, on-line discussion groups that we moderate among attendees to our trainings. Here's just an example of what we might cover in our supervision and management consultations:

- Working with a Board of Directors (relevant to for-profit and nonprofit corporations).
- Major responsibilities of a Director
- Core skills for leading yourself and others, including:
 - a) Motivating yourself
 - b) Time and stress management
 - c) Problem solving and decision making
 - d) Meeting management
 - e) Planning
 - f) Managing details
- Core skills for communicating, including:
 - a) Verbal communications
 - b) Non-verbal communications
 - c) Listening skills
 - d) Presentation skills
- Basics of strategic planning
- Emotional Intelligence – Especially Self Awareness and Self Regulation
- Staffing analysis and job descriptions
- Organizing, including:
 - a) When to recognize the need for organizing
 - b) Principles for successful organizational change
 - c) Organizing teams
- Hiring the most effective and suitable employees
- Critical aspects of training employees
- Setting goals with employees
- Effective delegation
- Supporting employee motivation
- Giving useful feedback

- Conflict management
- Conflict and communication strategies
- Addressing performance issues
- Rewarding and retaining employees
- Firing employees

Reflective Supervision: Innovative's highly successful Reflective Supervision training is geared for two audiences: (1) administrators who have decided to initiate reflective supervision in their early childhood program and (2) the professionals who will fulfill the important role as reflective supervisors. Reflective supervision training is best delivered through a series of workshops, each addressing critical questions that will help participants launch Reflective Supervision in their settings, and provide them with reflective tools to help structure the process. We've most recently delivered this series to the management staff of two large Head Start programs over a three year time frame. The program managers will tell you that consider this to be some of the most effective and meaningful training that they've ever had (see References, Attachment C, page 29).

Team Building: While an individual contributor can produce noteworthy results, most Head Start program staff recognize that more often better results can be accomplished through a synergistic team. No matter how outstanding or knowledgeable an individual may be, if he or she doesn't have the skills to function as a team player, the goals of the program will probably suffer. Teamwork skills are rooted in the team members' emotional intelligence. It's how people interact that determines how effectively they work together. What people say and do, how they say it, what they fail to say or do, and how they engage or avoid conflict, all contribute to team interactions. The literature is filled with examples and research that support the fact that people's interaction skills translate to getting the job done. As program leaders, we can no longer ignore the fact that people's teamwork skills are an important part of the job.

There are a whole set of skills associated with team work. Innovative's training will give directors, supervisors, and team leaders some quick tools for helping team members improve their own emotional intelligence, so the team can more successfully accomplish its goals by interacting in a way that promotes productivity rather than detracts from it. The workshops are based on the groundbreaking research on Emotional Intelligence by Daniel Goleman, as well as Adele B. Lynn's *The EQ Difference: A Powerful Plan for Putting EQ to Work*.

Innovative's primary team building goal is to help participants develop increased self awareness, awareness of other's, an understanding of team dynamics, practical skills for maximizing team performance, and a belief in the power of teamwork. Our workshops are designed to:

- assist participants in planning specific improvements in the way the team operates
- teach participants an integrated set of skills that can be applied anytime and anywhere
- enhance participant's team performance, leadership abilities, and team unity.

Adequate communication and a shared vision are key components in an effective team. Innovative's training provides many insights into the Head Start team landscape with a focus on continuous improvement. The result of applying these skills will be increased self awareness and serious TEAMWORK - not teamwork in the ordinary sense, but something stronger, more committed, more productive, and more personal.

- 8) Coaching and Training of Trainers: To deepen and enrich its capacity building projects, Innovative also provides powerful, practical peer coaching programs for networking, training, problem solving and support specifically tailored for early childhood programs. Innovative's action learning-based approach ensures ongoing support and accountability for teachers looking to improve practice, and for leaders to rely on to help streamline the organizational planning and change process. Our training of trainers capacity building workshops are designed to ensure that trainers are completely prepared, with PowerPoint slides, facilitator materials, and ready-to-print handouts. Each workshop is delivered and designed to meet local needs.

- 9) **Grant Writing:** When it comes to building relationships with young children, or relationships between teachers and parents or teachers and leaders, we all know that effective communication is vitally important. The same is true for the relationships we build with grant readers when advocating on behalf of infants, toddlers and their families. Effective communication in a written grant can make the difference in securing an award. Dr. Alessandra, President of Innovative, is a highly successful grant writer. She has successfully secured more than \$10MM per annum ACF funding opportunities for Head Start and Early Head Start Grantees and Delegate Agencies. Dr. Alessandra attributes her grant writing success to the following tenets:
- A) **Follow the required format:** If the granting agency does not require a particular format, Dr. Alessandra uses the six-part approach: executive summary, statement of need, project description, budget, organization information, and conclusion with the following guidelines for all grant writing in mind:
 - (1) Emphasize why the organization is the best qualified to solve the problem.
 - (2) Support the proposal with concrete and specific documentation, but don't overdo it.
 - (3) Present the strongest arguments and most compelling documentation first.
 - (4) Anticipate the reviewers' questions in articulating a rationale.
 - (5) Concentrate on what we perceive as the weakest part of the proposal. Often this is the budget.
 - (6) Be consistent in style and format throughout the proposal.
 - (7) Make sure the proposal is complete, free of errors, and attractively presented. Visual aids such as charts, graphs, and tables are generally appreciated by readers.
 - (8) Before submitting any proposal, ask colleagues and experienced grant-proposal writers to read and critique it.
 - B) **Take special care in writing the executive summary:** The project summary (abstract) is the first thing that reviewers read. Dr. Alessandra ensures it is written clearly and concisely. In the space allotted, it outlines the problem, the objectives and the expected outcomes, project activities, and the audience to be addressed.
 - C) **Keep the focus on the need for the proposed project:** Dr. Alessandra knows that a proposal will often sink or swim based on a strong community assessment that demonstrates need for the project.
 - D) **State objectives in measurable terms:** Grantseekers often confuse objectives with goals, which are conceptual and more abstract. When D. Alessandra writes grants she makes sure to identify objectives as measurable outcomes of the intended program.
 - E) **Write with heart:** Dr. Alessandra is always writing for the audience – realizing that they could very well be reading stacks of 40 proposals, especially when they're reading for funders with set deadlines. She knows from experience that reading that many proposals at a time can wear readers down. The reader's energy is attracted to energetic writing. When readers feel energy and heart in the writing, they know the commitment is genuine.

Customized Training Programs Designed for Specific Program Needs

Every training that Innovative does is customized for the client.

Initial Consultation: Once you have identified your goals, Dr. Alessandra will meet with your representatives to determine how to effectively achieve the outcomes you want.

Program Design: After outcomes are established, we will construct a training plan that will address your goals.

Program Presentation: Typically, we present a training scenario that utilizes hands-on workshops and sometimes on-site coaching. We can also involve your program's in-house trainers, and we welcome collaboration with any other trainers that are needed to complement the work.

Fees: The fees process is quick and simple. We use a flat fee for all of our work, which includes all materials, travel, on-site, and off-site work. Our budget for the work is transparent and will be provided upon request.

Training: The time required depends upon the complexity of the training. We can accomplish a lot in a highly intense, full-day program, and of course extending learning experiences over time usually has the greatest impact.

Program Design and Training Needs Assessment

Innovative can also help you to identify your program staff's training needs using a research-based process that provides a unique blend of consulting, facilitation, and technology services to empower programs to turn the ideas of a group into measurable actions. Using rigorous methodologies and tools, we can help programs gather information, build consensus, determine needs, and design and evaluate ideas, trainings and/or programs. We have used this process to help programs develop strategic plans, program designs and goals, and to design and evaluate complex government grants.

EXHIBIT C**OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.
- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

INNOVATIVE EARLY CHILDHOOD EDUCATION SYSTEMS, 3 SUNRISE, NEWPORT COAST, CA
92657

PRICING SHEET: NIGP CODE 9183806, 91838

Vendor Number: 2011001213 0

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2014 2017.**