

**SERIAL 11079 RFP TRAINING & TECHNICAL ASSISTANCE & PROFESSIONAL SUPPORT SERVICES Contract – Intentional Living Alliance**

**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.

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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 **Intentional Living Alliance, Inc.** (“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 1<sup>st</sup> 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](http://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:

Intentional Living Alliance  
9506 W. Mariposa  
Phoenix, AZ 85037

**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:

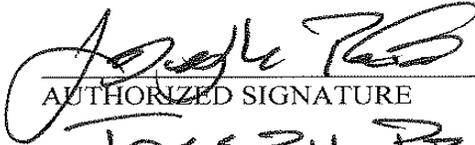
7.33.1 Exhibit A, Pricing;

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**

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

JOSEPH PRICE, CEO  
PRINTED NAME AND TITLE

9506 W. MARICOPA ST.  
ADDRESS PHOENIX, AZ 85037

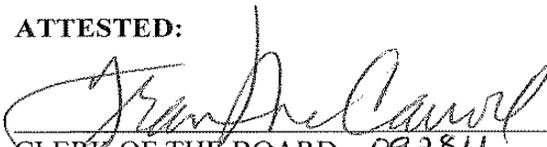
9/27/11  
DATE

**MARICOPA COUNTY**

  
\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

OCT 19 2011  
DATE

**ATTESTED:**

  
\_\_\_\_\_  
CLERK OF THE BOARD 092811

OCT 19 2011  
DATE

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
LEGAL COUNSEL

Oct 17 2011

**EXHIBIT A**  
**PRICING**

SERIAL 11079 -RFP  
 NIGP CODE: 91838  
 COMPANY NAME: Intentional Living Alliance, Inc  
 DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_  
 MAILING ADDRESS: 9506 W Mariposa St  
Phoenix, AZ 85037  
 REMIT TO ADDRESS: 9506 W Mariposa St  
Phoenix, AZ 85037  
 TELEPHONE NUMBER: 623.680.1776  
 FACSIMILE NUMBER: \_\_\_\_\_  
 WEB SITE: [www.ilainc.org](http://www.ilainc.org)  
 REPRESENTATIVE NAME: Joseph Price  
 REPRESENTATIVE PHONE NUMBER: 623.680.1776  
 REPRESENTATIVE E-MAIL: [joe@ilainc.org](mailto:joe@ilainc.org)

**YES      NO      REBATE**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:           

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:           

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document)      0 % 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 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 checked="" type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |

**1.0 PRICING:**

ITEM DESCRIPTION 5.1      See attached Excel spreadsheet for pricing details  
 ITEM DESCRIPTION 5.2  
 ITEM DESCRIPTION 5.3  
 ITEM DESCRIPTION 5.4

**EXHIBIT A  
PRICING**

<b>FORMAT</b>	<b>*HOURLY</b>	<b>*HOURLY</b>	<b>***PER PERSON</b>	<b>½ DAY</b>	<b>FULL DAY</b>
<b>SPEAKING</b>	<b>\$250.00</b>	<b>\$200.00</b>			
<b>FACILITATING</b>	<b>\$300.00</b>	<b>\$400.00</b>			
<b>SEMINARS</b>			<b>\$100.00</b>		
<b>WORKSHOPS</b>				<b>\$1800.00</b>	<b>\$3000.00</b>
<b>TRAINING PROGRAM</b>					
<b>3-5 WEEKS</b>			<b>\$500.00</b>		
<b>6-8 WEEKS</b>			<b>\$650.00</b>		
<b>9-12 WEEKS</b>			<b>\$900.00</b>		
<b>MENTORING PROGRAM DEVELOPMENT</b>	<b>\$250.00</b>				
<b>COACHING</b>	<b>\$250.00</b>	<b>\$200.00</b>			
<b>*LIVE</b>					
<b>*ELECTRONIC</b>					
<b>*** PRICING ASSUMES</b>	<b>10 PEOPLE MINIMUM</b>				
	<b>35 PEOPLE MAXIMUM</b>				
	<b>DOES NOT INCLUDE PRINTING</b>				
<b>**** NEGOTIATED PER PROJECT</b>					

**EXHIBIT B**  
**SCOPE OF SERVICES**

**Proposal****Modes of Delivery**

In order to help individuals and businesses live and work "With and On Purpose™" and achieve their goals and objectives, Intentional Living Alliance, Inc. utilizes various instructional methodologies and tools, including:

1. On-Site And Off-Site Instructor-Led Training Programs For Any Size Team, Group, Department Or Division
2. Keynote Addresses
3. Topic-Specific Education Seminars
4. Full Program and Topic-Specific Webinars
5. Professional and/or Personal Coaching
6. Internet-Based Education, Training and Follow-Up; (such as Skype, Go To Meeting, Customized Collaboration Platform)
7. Books and Audio Books
8. Progress Reports and Evaluation Forms

## Types of Trainings and Programs

Intentional Living Alliance, Inc. designs, customizes and delivers personal development & life-copying skills programs to children, as well as similar personal/professional life skills to parents, Families and teachers. The programs' main focus is on teaching and training the children and youth skills required to handle the demands and responsibilities of life in a balance and calculated manner. We also teach, train and coach teachers and parents in the skills required for them to teach, support and rear their children to become the most productive, healthy and balanced they possibly can. Well-balanced & -mannered children thrive in Intentional Families—no matter whether it is led by well-trained coupled or single parents.

With the children and youth, the program achieves the following outcomes:

1. Raising self-esteem
2. Improving outward appearance
3. Relationship Skills: Showing how to form and maintain good relationships.
4. Improving academic performance
5. Communication Skills: Assisting in understanding the different forms of communication; developing confidence in oral and written communications.

Below is a list of the topics ILA™ has developed into seminars, workshops and full training programs.

1. The Intentional Child™
2. The Intentional Parent™
3. The Intentional Family™
4. The Intentional Instructor™
5. The Intentional Teacher™

Below are some example outlines and explanations of programs designed and conducted through ILA™.

The Intentional instructor™  
*Training and Empowering World-Class Instructors*

**Purpose:**

To thoroughly train and certify world-class teachers/instructors/trainers who create learning environments which

1. maximize a participant's acquisition of knowledge;
2. ensure development of appropriate attitudes, skills and habits; and
3. produce short- and long-term behavior and performance change.

**Background**

Robert W. Pike (1989), an internationally recognized expert in human resources development and author of the book *Creative Training Techniques*, developed the following principles of adult learning referred to as "Pike's Laws of Adult Learning":

***Law 1: Adults are babies with big bodies.*** It is accepted that babies enjoy learning through experience, because every exploration is a new experience. As children grow, educators traditionally reduce the amount of learning through experience to the point that few courses in secondary and higher education devote significant time to experiential education. It is now recognized that adult learning is enhanced by hands-on experience that involves adults in the learning process. In addition, adults bring a wealth of experience that must be acknowledged and respected in the training setting.

***Law 2: People do not argue with their own data.*** Succinctly put, people are more likely to believe something fervently if they arrive at the idea themselves. Thus, when training adults, presenting structured activities that generate the students' ideas, concepts, or techniques will facilitate learning more effectively than simply giving adults information to remember.

***Law 3: Learning is directly proportional to the amount of fun you are having.*** Humor is an important tool for coping with stress and anxiety, and can be effective in promoting a comfortable learning environment. If you are involved in the learning process and understand how it will enable you to do your job or other chosen task better, you can experience the sheer joy of learning.

***Law 4: Learning has not taken place until behavior has changed.*** It is not *what you know*, but *what you do* that counts. The ability to apply new material is a good measure of whether learning has taken place. Experiences that provide an opportunity for successfully practicing a new skill will increase the likelihood of retention and on-the-job application.

Human Performance Technology (HPT) has been described as the systematic [and systemic] identification and removal of barriers to individual [and organizational] performance. As such, HPT is governed by a set of underlying principles that serve to differentiate it from other disciplines and to guide practitioners in its use. The first two principles reflect Intentional Achievements'™ primary focus for behavior and performance change.

- 1- HPT focuses on outcomes. Focusing on outcomes, that is results, allows for questioning, confirming, and reconfirming that people share the same vision and goals, the job procedures support productivity, efficiency, and quality, and that people have the knowledge, skills, and motivation they require. [*An effective training program emphasizes and focuses on the desired outcome for each decision and choice in order to determine the best course of action and the training necessary to perform it.*]
- 2- HPT takes a systems view. Taking a systems view is vital, because organizations are very complex systems that affect the performance of the individuals that work within them. It is important to distinguish a systems approach from a process model. A process contains inputs and outputs with feedback loops. A system implies an interconnected complex of functionally related components. The effectiveness of each unit depends on how it fits into the whole and the effectiveness of the whole depends on the way each unit functions. A systems approach considers the larger environment that impacts processes and other work. The environment includes inputs, but, more importantly, it includes pressures, expectations, constraints, and consequences.

Richard Miller (1974) summarized student surveys on the characteristics of effective teaching. The results of eight surveys are listed below to serve as yardsticks to measure teaching behaviors.

<b>BOUSFIELD</b>	<b>CLINTON</b>	<b>DESHPANDE</b>	<b>FRENCH</b>
Fairness Mastery of subject Interesting presentation of material Well organized material Cleanness of exposition Interest to students Helpfulness Ability to direct discussion Sincerity Keeness of intellect	Knowledge of subject Pleasing personality Neatness in appearance and work Fairness Kind and sympathetic Keen sense of humor Interest in profession Interesting presentation Alertness and broad-mindedness Knowledge of methods	Motivation Rapport Structure Clarity Content mastery Overload (too much work) Evaluation procedure Use of teaching aids Instructional skills Teaching styles	Interprets ideas clearly Develops student interest Develops skills of thinking Broadens interests Stresses important materials Good pedagogical methods Motivates to do best work Knowledge of subject Conveys new viewpoints Clear explanation
61 Students, University of Connecticut	177 students, Oregon State University	674 students rating 32 engineering teachers	Students at University of Washington
<b>GADZELLA</b>	<b>PERRY</b>	<b>POGUE</b>	<b>HILDEBRAND</b>
Knowledge of subject Interest in subject Well prepared Uses appropriate vocabulary	Well prepared for class Sincere in interest in subject Knowledge of subject Effective teaching methods Tests for understanding Fair in evaluation Effective communication Encourages independent thought Course organized logically Motivates students	Knowledge of subject Fair evaluator Explains clearly	Dynamic and energetic person Explains clearly Interesting presentation Enjoys teaching Interest in students Friendly toward students Encourages class discussion Discusses other points of view
443 students, Washington State University	1,493 students, faculty, and alumni, University of Toledo	307 students, Philander-Smith College	138 students, University of California, Davis

The primary differences between teaching and training are best summarized by renowned adult learning theorist M. S. Knowles (1980) in the following table.

	TEACHING	TRAINING
Underlying Philosophy	<p>Knowledge is passed from the teacher to the learner.</p> <p>Organizations are improved through technical advances.</p> <p>Teacher-oriented</p>	<p>Knowledge is discovered through mutual investigation of problems and issues.</p> <p>Organizations are improved through developing the resources and self-directing capabilities of learners.</p> <p>Learner-oriented</p>
Assessment of Needs for and Results of Education	Looks only at observable, measurable behavior.	Looks at attitude as well as behavior.
Learning Objectives	<p>Usually insist on measurable and precise behavioral objectives.</p> <p>Emphasize acquiring information.</p>	<p>Tailor degree of precision in objectives to the task or skill being learned.</p> <p>Emphasize interpersonal and self-directing competencies.</p>
Content	Often used for technical knowledge and skills; psychomotor skills; languages; mathematics; and science.	Appropriate for interpersonal and technical skills requiring some degree of analysis and judgment; managerial skills; the arts and humanities.
Learning Methods	<p>Tend to be subject-oriented in structuring the content and mechanical in devising instructional methods.</p> <p>Use programmed learning, lecture, and audio/visual.</p>	<p>Tend to orient the structure of the content to the learner, the problem, and the situation.</p> <p>Use discovery learning methods.</p>

The Intentional Teacher™

### **Purpose**

(School Name)\_\_\_\_\_ is committed to ensuring every student meets or exceeds State standards and achieves proficiency on State assessments. Since numerous studies reveal the tremendous impact schools and teachers can have on student achievement, (School Name)\_\_\_\_\_ is dedicated to improving teacher performance which will have a significant effect on that desired result.

**The Intentional Teacher™** program will have a direct and positive influence on (School Name)\_\_\_\_\_ fulfillment of these commitments by helping produce more highly qualified teachers through behavior and performance-based professional development.

### **Background**

Studies reveal a 39 percentage-point difference in student achievement between students with “most effective” and “least effective” teachers. In classrooms headed by teachers characterized as “most effective,” students posted achievement gains of 53 percentage points over the course of one academic year, whereas in classrooms led by “least effective” teachers, student achievement gains averaged 14 percentage points.

By integrating an array of research-based instructional strategies into their current classroom practice, teachers can help students deepen their understanding and strengthen their proficiency.

Effective leadership adds value to the impact of classroom and teacher practices and ensures that lasting change flourishes. Awareness of the school and teacher practices that impact student achievement is critical, but without effective leadership, there is less of a possibility that schools and districts will address these variables in a coherent and meaningful way.

Teacher development investments produce far greater student achievement gains than investments in new materials, reducing class size or increasing salaries. Sustained, intensive and classroom-focused programs have a positive and lasting impact on classroom instruction and teacher performance compared to short-term workshops or conferences.

*“Spending on teacher education swamped other variables as the most productive investment for schools.”*

National Commission on Teaching and America’s Future

### **Approach**

**The Intentional Teacher™** program is designed to produce more highly-qualified teachers who can instill a higher belief in each student that that they can change their behavior and create their intended results. Teachers will improve in such areas and skill-sets as:

- Classroom management skills
- Effective instructional strategies
- Methods of teaching children with special needs
- Ways that teachers may work more effectively with parents
- The ability to identify and cultivate talent and potential in students
- A deeper understanding of child and human development
- Teaching skills developed through a variety of learning experiences
- The ability to interact effectively with all students

## The Intentional Family

### Foundation

#### 1. Change formula

Awareness=

- are we aware that there are changes that need to be made in our family
- Are we aware what those changes are that we need to make
- Are we aware of the changes that we each have to make in order to create the family we want

Acceptance=

- do we accept that these changes have to be made in order to create the family we want
- Do we each accept the responsibility that we have to make the changes in ourselves to create the family we want
- Do we can accept that our decisions and actions in the past have created the family that we now have
- Do we accept that if we make changes today that they will have a positive and lasting effect on our family

Commitment=

- What is commitment
- Do we were realize it's not enough to be aware and accept that that we have to make a commitment to change before anything will really happen
- Are we ready to make a commitment to change
- What has stopped us from making a commitment to change

Action=

- Awareness, Acceptance, Intention, commitment are not enough to make the changes we want to see—we have to take action
- Consistency of action is crucial for change
- Intention without action, action without intention

#### 2. Definitions

- Intentional
- Intent
- Family
- What does it mean to live as an intentional family
- What are the benefits

#### 3. The Intentional Family Model

- Take people through the model so they know what we believe are the components for an intentional family and how they fit together

#### 4. Reaction, response, Intention

#### 5. The intentional family development cycle

- Determine what is your attitude about the family and the changes that need to be made
- Acquire the knowledge you need to make the changes necessary
- Practice what you know and are learning
  - i. Practice makes permanent
  - ii. Practice with a coach
- Lather, rinse and repeat

#### 6. Comfort zone

- What are the things that are inside your comfort zone relative to your family
- What puts you on the edge and what effect does it have
- What's on the outside of your comfort zone and what effect does it have
- What are the things we can do to enlarge your comfort zone

#### 7. Decision-making

We are who and what we are as a family because of the decisions that we have made and are making

Intentions are not enough. An intentional family is an outcome-driven family

The What Why and How of decision making

### KNOW IT!

Constancy to Purpose

1. Define purpose, constancy, constancy of purpose, constancy to purpose

2. Purpose-Decisive family
  - What does it mean to make decisions with and on purpose
  - What does it mean to make decisions as a family
  - Why would it be important for us to make decisions with and on purpose regarding your family
  - Why would it be important to make decisions as a family
  - How do you make decisions as a family
  - Example of a recent decision regarding the family that was made without purpose
    - What were the internal factors that influenced the decision
    - What were the external factors that influenced the decision
    - What were the results for the family and each member of a family
  - Example of a recent decision regarding the family that was made with and on purpose
    - What were the internal factors that influenced the decision
    - What were the external factors that influenced the decision
    - What were the results for the family and each member of a family
    - What made the difference between the unintentional and intentional decision
  - What has to be done, or changed to make sure your decisions as a family are made intentionally
3. Intentional Family decision-making triangle
  - What why and how; what why and how
4. The Purpose-Empowered family
  - What does it mean to be a family with and on purpose
  - What would be the benefits
  - Are you fully satisfied with your family right now
    - Why or why not
  - What are the internal factors that have influenced your family choices so far
  - What are the external factors that have influenced your family choices so far
  - If you had one, clear, guiding purpose for your family what difference would it make
  - If you discovered your family purpose right now, what internal factors would keep you from starting your journey toward it
  - If you discovered your family purpose right now what external factors would keep you from starting your journey toward it

## Values

1. What are values?
2. What family values do you hold personally?
3. What family values do other members of your family hold?
4. Have you ever had a family discussion about values?
5. What decisions have you made recently that demonstrate your family values?
6. What decisions have other members of your family made recently that demonstrate their family values?
7. What difference would it make in your family if you identified your values and your entire family lived by them?
8. What can occur when someone in the family doesn't live in alignment with your values?
9. What is the difference between values and core value?
10. Values identification process:
11. Values testing
12. How do your values align with your purpose?

## Vision

1. Impromptu exercises to develop vision
2. Stories about the power of vision
3. Definition of vision
4. Do you have a vision for your family? Why or why not?
5. What does having a vision do for us?
6. Or the characteristics of a good vision?
7. What keeps us from developing a vision?
8. What kills a vision?
9. What's the difference between vision and purpose?
10. Creative tension
11. What pictures do you see in every area of your family's life that affects it?
12. How do these pictures align with each other?
13. Are there any potential conflicts? If so what and how you resolve them?
14. Will any of these pictures conflict with your purpose?
15. Will any of these pictures conflict with your values?

## PLAN IT!

### Planning

1. Planning is bringing the future into the present so that you can do something about it now will. Alan Lakein
2. What do these statements mean to you:

Plans are of little importance, but planning is essential. Winston Churchill  
Plans are nothing; planning is everything. Dwight D. Eisenhower

3. Why plan?
4. Why don't we plan?

For every hour planning we save 2 to 3 in execution of the plan.

Planning is an upfront investment in success: by applying the planning process effectively you can:

- Avoid wasted effort
- Take into account all factors, and focus on the critical ones
- Be aware of all changes that will need to be made
- Gather the resources needed
- Carry out the task in the most effective way possible

The formal procedure of applying the planning process helps you to:

- Take stock of your current position
- Identify precisely what is to be achieved
- Detail precisely the cost, who, the want, when, we're, why and how of achieving your target
- Assess the impact of your plan on your family and on the outside world
- Evaluate whether the efforts, costs and implications of achieving your plan are worth the achievement

## Structure

1. Clean sweep exercise
  - Physical environment
  - Well being

- Work
- Money
- Relationships

The structure of something is how the parts of it relate to each other and how it is put together

2. How is your family structured?
3. What role does each family member play in the family structure?
4. Systems thinking

The approach of systems thinking is fundamentally different from that of traditional forms of analysis. Traditional analysis focuses on the separating the individual pieces of what is being studied: in fact, the word analysis is actually comes from the root meaning to break into constituent parts. Systems thinking, in contrast, focuses on how the thing being studied interacts with the other constituents of the system—is set of elements that interact to produce behavior—of which it is a part. This means that instead of isolating smaller and smaller parts of the system being studied, systems thinking works by expanding its view to take into account larger and larger numbers of interactions as an issue is being studied. This results in sometimes strikingly different conclusions than those generated by traditional forms of analysis, especially when what is being studied is dynamically complex or has a great deal of feedback from other sources, internal or external.

Systems thinking is a perspective because it helps us see the offense and patterns in our lives in a new light—and respond to them and higher leverage ways. For example, suppose a fire breaks out in your town. This is an event. If you respond to it simply by putting the fire out, you're reacting. (this is, you have done nothing to prevent new fires). If you respond by putting out a fire and studying where fires tend to break out in your town you'd be paying attention to patterns. For example you might notice that certain neighborhoods seem to suffer more fires than others. If you locate more fire stations in those areas, you're adapting.(You still haven't done anything to prevent new fires). Now suppose you look for the systems—such a smoke detector distribution and building material use—that influence the patterns of neighborhood-fire outbreaks. If you build new fire alarm systems and establish fire and safety codes, you're creating change intentionally. Finally, you're doing something to prevent new fires.

5. Practical application
  - Pick an event that has happened to your family or one of its members
  - What is the typical reaction
  - What are the patterns
  - What systems approach can you take
6. Time management
  - Four key factors of time management
    - Know where your time is being spent
    - Block time
    - Delegation
    - Priority to do lists

Peace is a daily, a weekly, a monthly process, gradually changing opinions, slowly eroding old barriers, quietly building new structures. John Fitzgerald Kennedy

### **Right people**

1. In general terms, what type or kind of people should we have in our lives and involved with or influencing our family?
2. What happens if we don't have these people?
3. What happens if we have the wrong people involved or influencing our lives and our family?
4. Types of toxic friends and family
  - The User
  - The Betrayer

- The Control Freak
  - The Judge
  - The Promise Breaker
  - The Gossip
  - The Self-Centered Person
  - The Competitor
  - The Leaner
  - The Blamer
  - The Complainer
  - The Drainer
  - The Shamer
  - The Discounter
  - The Underminer
  - The Naysayer
  - The Peer Pressurer
  - The Drama Queen
5. Do you have toxic friends or family?
6. Answer these questions:
- I am not able to be myself with this person. I do not feel accepted by them.
  - They are critical or judgmental of me.
  - The relationship does not provide an even give-and-take exchange of energy.
  - I do not feel upbeat and energized when I'm around this person, I feel depleted and drained.
  - This person is not committed to our relationship or our family.
  - This person does not share my values, or our family values, or my level of integrity.
  - This person cannot celebrate my, or my family's success.
  - I do not feel good about myself when I'm with this person.
7. Technique:
- Use specific, carefully chosen words to confront a family member or friend with love and grace.
  - Be prepared to set limits on the number of visits from the toxic friend or family member.
  - Back up your words with action.
8. Addressing toxic relationships
- Set the stage: in an effort to honor our relationship, I need to tell you the truth. . .
  - Express your feelings: when you criticize and judge me, I feel drained; it upsets me.
  - Ask for a commitment: are you willing to stop criticizing me?
9. Right now, who are your friends, family members, neighbors and colleagues, etc. who listen well, ask the right questions, challenge and inspire you, and what role do they play in your life and your family?
10. Review your family's purpose, vision and values. Review your vision for each area of your family's life and then ask,
- What goals do we or should we have in each area of our family's life in order to achieve our purpose and vision, and, achieve our highest level of performance in that area?
  - What resources do we need to for each goal to help us attain it?
  - What person/people represent those resources?
11. Right now, what or who is missing? Why?
12. Who do you have now?
- Person; role; area of life; their motive; your attitude and how you demonstrate it
13. Who should you have right now?
- Person; role; area of life; their motive; your attitude and how you demonstrate it
14. How do we find the right people?
15. How do we determine if they are the right person for us?

Listing/Catalog of Books, Text-/Work-Books, Etc.

Published Books; including All-E-Book Formats

- 1- Roadmap To Success
- 2- Nine Keys To Measurable Intentional Success™
- 3- Are You A Tool-A-Holic?™
- 4- Ensuring Effective Meetings™
- 5- Constancy To Purpose™
- 6- Foundations To Measurable Intentional Success™

Published Workbooks

- 1- The Intentional Life™
- 2- The Intentional Child™
- 3- The Intentional Parent™
- 4- Intentional Relationships™
- 5- Intentional Families™

**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](http://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

INTENTIONAL LIVING ALLIANCE, INC, 9506 W MARIPOSA ST, PHOENIX, AZ 85037

PRICING SHEET: NIGP CODE 9183806

Vendor Number: 2011001225 0

Certificates of Insurance Required

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