

**SERIAL 11079 RFP TRAINING & TECHNICAL ASSISTANCE & PROFESSIONAL SUPPORT SERVICES Contract – The Mejorando Group**

**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 **Mejorando Group**, an Arizona Corporation ("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:

The Mejorando Group  
7409 N. 84<sup>th</sup> Avenue  
Glendale, AZ 85305

**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

Partner, J. Zoe Beckerman, Esq.

PRINTED NAME AND TITLE

Feldesman Tucker Lewis Fidell LLP

ADDRESS

1129 20th St NW, 4th Fl  
Washington DC 20036

10/3/11  
DATE

MARICOPA COUNTY

  
CHAIRMAN, BOARD OF SUPERVISORS

OCT 19 2011  
DATE

ATTESTED:

  
CLERK OF THE BOARD 09/28/11

OCT 19 2011  
DATE

APPROVED AS TO FORM:

  
LEGAL COUNSEL

OCT 19 2011

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

**CONTRACTOR**

*Pat Garcia*

AUTHORIZED SIGNATURE

Co-Founder Partner, Patrick Iberre

PRINTED NAME AND TITLE

7409 North 84<sup>th</sup> Avenue Glendale, AZ 85305

ADDRESS

9/27/11

DATE

**MARICOPA COUNTY**

*Steve Lamb*

CHAIRMAN, BOARD OF SUPERVISORS

OCT 19 2011

DATE

**ATTESTED:**

*Janet Casady*

CLERK OF THE BOARD 092811

OCT 19 2011

DATE

**APPROVED AS TO FORM:**

*Dan Benton*

LEGAL COUNSEL

Oct 19 2011

**EXHIBIT A  
PRICING**

SERIAL 11079 -RFP

NIGP CODE: 91838  
 COMPANY NAME: The Mejorando Group  
 DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_  
 MAILING ADDRESS: 7409 North 84th Avenue  
Glendale, AZ 85305  
 REMIT TO ADDRESS: Same as Mailing address  
 TELEPHONE NUMBER: 925-518-0187  
 FACSIMILE NUMBER: na  
 WEB SITE: [www.gettingbetterallthetime.com](http://www.gettingbetterallthetime.com)  
 REPRESENTATIVE NAME: Patrick Ibarra  
 REPRESENTATIVE PHONE NUMBER: 925-518-0187  
 REPRESENTATIVE E-MAIL: [patrick@gettingbetterallthetime.com](mailto:patrick@gettingbetterallthetime.com)

**YES NO REBATE**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:  [ ]  [ ]

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:  [ ]  [ x ]

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document)  % 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	2.1.24. Organizational Management	Based on scope of work will submit a Project Fee.
ITEM DESCRIPTION 5.2	2.1.25 Supervision and Management Consultation	\$190 per hour.
ITEM DESCRIPTION 5.3	2.1.27 Team Building	\$2,100 for 1/2 day and \$3,100 for full day. Prep time is \$190 hourly.
ITEM DESCRIPTION 5.4	2.1.28 Leadership Training	\$2,100 for 1/2 day and \$3,100 for full day. Prep time is \$190 hourly.

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

Based on the RFP and our extensive capabilities, we are proposing to provide the following services:

Organizational Management  
Supervision and Management Consultation  
Team Building  
Leadership Training and Support  
Customized Training programs designed on specific program needs

Organizational Management

Organizational Development and Change - the purpose of Organizational Development is to introduce sustainable change, so our view is these two subjects are inextricably linked and as a result we provide one approach to address them. Our approach is focused on translating the “headwinds” or those forces for change impacting the Maricopa County into a “tailwind” designed to accelerate progress towards positive results.

We review and analyze various functional areas within an organization to help discover more effective ways to manage and perform management and organizational activities in human services, general administration, human resources, financial services, planning, and community services. The emphasis of our assessments is on improving organizational and management efficiency through the design of more efficient and cost effective organizational structures; clarification of roles, responsibilities and work activities for various functions, and clarification of duplication of effort between functions or areas. Strategies and tactics developed may focus on the individual, the process and/or the organization.

Other examples include:

Designing and implementing department reorganizations  
Identifying improved use of technology solutions to optimize service delivery  
Determine cost-efficient service consolidations  
Identifying opportunities for outsourcing  
Determining impacts to service from implementing a rightsizing  
Collaboration with executives on a culture change  
Proposing a recommendation for an enhanced incentives and rewards system  
Implementing a mentoring program

On all projects, the Mejorado Group seeks innovative solutions and is actively engaged throughout projects - from inception through implementation and finally to evaluation.

Approach: Our focus is on several subjects that, upon an in-depth review, reveal the strengths and areas for improvement. These subjects may include:

Goals, Mission and Objectives  
Organizational Structure  
Staffing Levels  
Financial Controls  
Business Processes  
Performance Management  
Equipment and Technology  
Service Delivery  
Communications  
Managerial Effectiveness

In general our approach is described as follows. We help create organizations whose people and processes are appropriately aligned with the organizational purpose and environment. The process to accomplish project objectives will include the following elements:

A review of the Department’s current organizational structure  
An evaluation of staffing levels and the allocation of staff resources

- An evaluation of policies and procedures
- A review of performance measures and applicable delivery standards
- A comparison of how the Department's existing service delivery approach compares to service delivery models in comparable cities
- An analysis of those services which could be outsourced
- A review of existing public/private partnerships
- Identification of potential revenue enhancements
- An analysis of those services and programs which may need to be eliminated
- Development of current practices (i.e. findings) and recommendations related to the study objectives.
- Discussion of the benefits and disadvantages associated with recommendations.
- A plan and schedule for implementing study recommendations

The primary techniques we will use to collect study information will include:

On-site interviews

Personal observations of operations, programs, facilities, and services

Collection and analysis of necessary and relevant records, documents, and reports

Comparison to regional and/or national recognized standards for operations and benchmarks

Contact with other similar local governments

Preliminary study findings and recommendations will be documented and reviewed with designated members of the Department's management staff. The consulting team will also meet with others as needed to ensure the accuracy of study findings and recommendations before issuing a final report.

The final report will incorporate necessary revisions as identified in the review process described above. Our final report will include approaches, methodologies, and strategies to successfully implement change to ensure the desired changes become integral to the Maricopa County strategies, policies, people, process, technology, organization, and culture.

The Mejorando Group possesses extensive experience in partnering with public sector organizations in a variety of situations where organizational improvement was desired. We pride ourselves on understanding the dynamics particular to local government and devising solutions that help to disrupt the status quo thinking of "we've always done it that way" and translate the forces of change into improved service delivery and a more effective organization. As evidenced by our list of success stories, we exhibit a strong foundation in the understanding of human behavior inside organizations and creating practical and impactful strategies and tactics to positively influence sustainable change. Our assessment skills reflect our importance of determining current practices before determining what is needed. We avoid the "solitary factor" approach which often prompts the "silver bullet" solution syndrome. Instead, we recognize that a number of factors are involved some to a greater degree while others to a lesser degree. We ascertain their level of influence and then design proven strategies to positively impact the factors so each is effective as an independent factor, as well as aligned with other factors, to ensure success.

#### Supervision and Management Consultation

We provide coaching services to middle and senior level managers and seasoned executives designed to improve individual performance and organizational effectiveness. We are certified in Assessment (i.e. 360-degree feedback processes) from the Center for Creative Leadership and qualified as a Myers Briggs Type Instrument (MBTI) Administrator.

Essential to our coaching approach is the belief in our role as the equivalent of a Fitness Trainer with those whom we establish a coaching/partner collaboration. Similar to getting in physical shape, the fitness trainer is responsible for co-creating with the person a results-based work out plan that enables the person to achieve their desired goals. The fitness trainer then serves as a facilitator and coach providing guidance, support, and technical expertise to assist the person so progress can be sustained and goals accomplished in a timely manner. In many situations, getting in shape can be defined as improving management skills, relationship building, decision making, supervisory abilities, individual performance and respective work groups' effectiveness.

Our specific approach is to confer with the sponsor who is seeking coaching services for their particular employee(s). A recent trend is the use of coaching services for those employees who seek to sustain high quality performance and want to maintain a positive performance trajectory. The initial discussions with the sponsor will

focus on clarifying the desired performance for the employee and exploring the potential benefit from providing the coaching services for that employee. Subsequent to these discussions, a recommended work plan will be provided that may include the administering of a 360-degree assessment, crafting a tailored development and training plan, and the on-going coaching services supporting the implementation of the plan. These services focus on techniques, tools and tactics the employee can utilize to sustain high-quality performance. We blend our extensive background in government and in-depth expertise about employee performance to provide powerful and contextual advice, guidance and support enabling the employee to raise their confidence and accelerate their performance. Historically in government, too much “guesswork” came into play about not just what the employee might be struggling with, though that was easier to document and verify, but definitely the tactics that must be undertaken to help that employee improve and possibly advance, such as training. By utilizing a 360-degree assessment process both the information gathered about each employee will be more accurate, as will the actions taken as a result. This alignment between what really is the potential of the employee and what can be done to help him/her is fundamental to an effective succession planning program.

Assessment is important because it will provide the employee an understanding of where they are now: what are their current strengths, the level of their current performance or leadership effectiveness, and what are seen as primary development needs. In the context of their everyday work, people may not be aware of the degree to which their usual behaviors or actions are effective; in the face of a new challenge, they may not know what to continue doing and what to change. Even if they do realize that what they are doing is ineffective, people may believe the answer is to just work harder; it may not occur to them to try a new strategy. But when a 360-degree report provides feedback on how they are doing and how they might improve, or provides other means for critical self-reflection then people are more likely to understand their situation and to capitalize on a learning opportunity.

Subsequent to the completion of the 360-degree assessment is the creation of a fully customized Individual Training and Development Plan (ITDP). A well-conceived Individual Training and Development Plan (ITDP) is the link between an individual’s motivation to acquire new skills and the work of the organization. It is a description of what a person intends to do in order to become more effective, prepare themselves for future challenges and how he or she intends to go about it. An ITDP is a tool that illustrates the steps one will take to learn new skills in response to feedback.

An effective ITDP includes three elements:

A development goal or objective;  
Developmental strategies (action steps) with milestones; and  
Standards against which to measure progress.

Preparing an ITDP is a process, of planning activities that will narrow the gap between what individuals can already do and what they should do to meet work requirements. The preparation of the ITDP is a process that involves both the employee and their respective manager/supervisor. It’s a collaborative process in which together, they, along with Patrick Ibarra of the Mejorando Group, create a detailed and results-based ITDP.

### Team Building

The intent behind engaging a group of employees in team building exercises is to strengthen relationships between individuals and amongst the group so as to improve performance. Often times past issues can interfere even with those employees acting on the best of intentions and the consequences distract employees from fulfilling their individual responsibilities to ensure high quality service delivery and overall goal accomplishment for the department.

Fostering teamwork is a priority for many leaders and the benefits are abundantly clear: improved productivity; more effective execution of organizational priorities; and enhanced employee empowerment.

Essentially, team development is based on the assumption that any group is able to work more effectively if its members are prepared to confront questions such as: How can this collection of individuals work together more effectively as a team? How can we better use the resources we represent? How can we communicate with one another more effectively to make better decisions? What is impeding our performance? The answers to these questions may be found by examining the factors that lead to team development and effectiveness which include:

### Shared Goals and Objectives

Utilization of Resources  
Trust and Conflict Resolution  
Shared Leadership  
Control and Procedures  
Effective Interpersonal Communications  
Approach to Problem Solving and Decision Making

These factors are commonly referred to as the T-7 Model. Most groups are at various effectiveness levels in each of these seven factors.

Leadership Training and Support

Our “instructor-led, participant centered” approach to training limits lecture and focuses on using a variety of instructional methods (e.g. discussions, video-clips, case studies, small group exercises, handouts to complete, skill-practices, and group discussions) to maximize the use of Adult Learning. Our goal is for participants to master the knowledge, skills and behaviors emphasized in the training program and to apply them to their day-to-day activities. We build in methods to transfer the training and new behaviors out into the workplace, through the use of action planning, and examples and exercises from participants’ work/life. We firmly believe the combination of factors including training content, purpose of the particular training, the methods used, the material itself, the delivery mechanism, the facilitator, the participants, the environment and the evaluation, must be aligned and comprehensive for the training to be effective.

The keys to our training being so effective are that we design it so as to:

- Maximize the similarity between the training situation and the job situation;
- Devote as much time and opportunity for skills practice as possible;
- Provide for a variety of examples when teaching concepts or skills;
- Make sure that general principles are understood before expecting too much transfer;
- Provide participants with the knowledge, skills and feelings of self-efficacy to self-regulate their own behavior/performance back on their jobs; and
- Design the training content so that the participants can see its applicability

The materials will be custom designed, making it much easier for the participants to accept, learn, and implement. As a result of our extensive experience in local government, we provide examples that we will build into the training design, jargon we will use, strategies to ensure that the training "sticks," and actual situations that we will develop into role plays, case studies, and other hands-on activities.

We seek to create and maintain interest in the topic, by encouraging question asking and by using a variety of instructional methods:

- Skills Practice/Role Play
- Case studies
- In-session written assignments
- Self-Assessments
- Small group discussions
- Partner exercises
- Power Point

Our delivery methods maximize the use of effective learning principles and balance the needs created by a variety of participants learning styles. The goal is for participants to master the knowledge, skills and behaviors emphasized in the training program and to apply them to their day-to-day activities. We build in methods to transfer the training and new behaviors out into the workplace, through the use of action planning, and examples and exercises from participants’ work/life.

We hold an instructor certification in Skills for an Empowered Workforce and as an Administrator for Targeted Selection, as well as being certified in Facilitation Skills, all from Development Dimensions International (DDI). We also are qualified as a Myers Briggs Type Instrument (MBTI) Administrator and certified in Assessment (i.e. 360-degree feedback processes) from the Center for Creative Leadership. We have designed and developed alternative training media, including Intranet, Web-based, Computer-based, Workbook, and Videotape.

Beyond our background and expertise in delivering results, another unique value that we bring to our customers is our evaluating the effectiveness of the training solutions we offer. We work with our clients to establish the measures that they see the lack of skills are impacting, and then determine how to measure the impact of the training received to their effectiveness.

#### Customized Training programs

While we have over forty-competency based training workshops in place, we are extremely adept at developing a customized program in order to meet particular needs. Our team is skilled at instructional design and well equipped to design, develop and deliver tailored training programs.

In addition, Patrick Ibarra of the Mejorando Group is a frequent speaker at conferences and off-site meetings of government professionals. His high energy style of delivery and powerful and relevant remarks are spot on when helping government leaders tackle today's most pressing challenges. Patrick continually develops new topics to present to groups that are reflective of today's turbulent times. He currently has topics that focus on:

Leading Change  
R.A.P.I.D. Innovation  
Your Imagination Garden  
Succession Planning: The Sequel  
Your Leadership Playbook

#### MODES OF Service Delivery

Our team is well versed in all platforms of service delivery including:

Webinars via Skype and GoTo Meeting  
On-site consultation  
Small and large groups  
Keynote addresses  
Telephone consultation

#### Narrative Outlining Description of the Types of Training and Programs Being Recommended

While additional details would be necessary to ensure proper customization, we are providing a suggested list of training programs. These are listed in the following section 3.14.4.3.

Regarding specific programs to accelerate employee performance and organizational effectiveness, based on the range of organizational improvement services our team provides, we are confident that upon further discussions with agency leaders of Head Start Zero-Five, we can determine the appropriate solutions. We believe we can play a pivotal role in helping the employees of the Zero-Five Program to move forward in a positive and sustainable direction.

#### List of Proposed Training Workshops

The Mejorando Group has over forty competency based workshops and continues to add new topics. Here's a sample of the most popular training workshops requested by local governments:

Active Listening  
Building Teams and Working with Teams  
Coaching  
Role of Creativity and Innovation in Leadership  
Art of Delegation  
Employer Branding: It's a Whole Lot More than a New Logo!  
Facilitating a Service Culture  
Leading Change isn't a Spectator Sport  
Positive Motivation equals Positive Performance  
Performance Management  
Presentation Skills  
Project Management

Providing Effective Feedback  
 Succession Planning  
 Managing Priorities through Time Management  
 Transitions – Peer Today, Boss Tomorrow

Workshop	Topic
Workshop 1.	Active Listening - “What did you say?”
Brief Description	The biggest part of our day, working or otherwise, is spent in communication, and the greatest percentage of that communication time is spent listening. All of us have taken courses in writing and speaking, but how many of us have had training in listening? This training program is intended to help fill the gap. Through participation in this program, people will become more aware of the importance of listening and will gain insights, tools, and skills that they can apply for their continuing improvement.
Learning Objectives	Identify Your Listening and Communication Style Recognize the Emotional Level of Others Use Emotional Indicators to Determine Questions and Statements Identify and Using Positive and Negative Listening Responses Use Common Listening Acknowledgments to Gain Rapport Develop Open-Ended and Clarifying Questions Use Questions to Uncover Facts and Feelings Practice improved listening skills
Workshop 2	Building Team Leader Skills
Brief Description	Essentially, team development is based on the assumption that any group is able to work more effectively if its members are prepared to confront questions such as: How can this collection of individuals work together more effectively as a team? How can we better use the resources we represent? How can we communicate with one another more effectively to make better decisions? What is impeding our performance? The answers to these questions may be found by examining the factors that lead to team development and effectiveness which include: Shared Goals and Objectives; Utilization of Resources; Trust and Conflict Resolution; Shared Leadership; Control and Procedures; Effective Interpersonal Communications; and Approach to Problem Solving and Decision Making
Learning Objectives	Start up new teams Getting work done in teams Recognize the value of team building as a method to coalesce team members Resolve conflict among team members Recognize and encourage beneficial team behaviors among team members
Workshop 3	Coaching for Improved Results
Brief Description	By helping others develop critical thinking skills to work through problems, ideas, and opportunities, leaders can focus on broader strategic issues while creating an environment in which high performers excel. In this course, leaders will leverage the Interaction Process relative to conducting coaching discussions, learning six categories of information to use as the focus of coaching discussions, and identifying ways to use Key Principles effectively.
Learning Objectives	Guide others to think for themselves when taking on a new challenge or solving problems. Balance telling and seeking and interaction skills to provide support, encourage involvement, and share responsibility. Develop all team members – with individual styles, abilities and motivations – into high performers
Workshop 4	Role of Creativity and Innovation in Leadership

<p>Brief Description</p>	<p>Governments are in business...in the business of public service. Whether in lean times or flush times, playing it safe is no longer playing it smart. Dramatic change is necessary today and through the use of a series of vitamins, instead of the traditional pain killers, leaders can inject innovation and creativity into their organizational mind-set of problem-solving.</p>
<p>Learning Objectives</p>	<p>Explore the current forces impacting local governments today and discussion about why the typical responses supporting the “we’ve always done it that way” approach to problem-solving may not be effective          Examine concept of Creativity and its four elements          Reconnect with customers          Rethink competition          Reinvent innovation          Rethink work (i.e. what is done and how by employees)          Identify the basic principles, techniques, and methods common across all successful innovators and innovative organizations          Explore the dividends for their agency associated with utilizing an innovation architecture          Explore the Four Phase iterative model of innovation – G.I.F.T.          Generate ideas          Imagine new uses for existing ideas          Frame non-industry ideas to your field          Test ideas</p>
<p>Workshop 5.</p>	<p>The Art of Delegation:          Effectively Guiding Direct Reports</p>
<p>Brief Description</p>	<p>Managing has been defined as getting others to do what needs to be done. In delegations that have gone wrong, the delegator usually has omitted one or two critical steps. This module is intended for front-line supervisors and managers who have had experience delegating assignments or responsibilities to their direct reports. Participants will assess their attitudes and current practices as delegators, and through experiential activities, explore how to delegate effectively.</p>
<p>Learning Objectives</p>	<p>Assess themselves as delegators of responsibility;          Describe the Trust-Delegation Matrix;          Utilize the Six Steps of Delegation;          Identify and assign tasks appropriate for Delegation;          Augment their strengths and begin working on areas for improvement as a Delegator;          Utilize eight important ingredients of effective delegation; and          Complete a delegation plan to guide them in the delegation of specific tasks.</p>
<p>Brief Description</p>	<p>The convergence of various trends – changing workforce demographics, retiring baby boomers, lack of skilled workers and use of the hiring freeze – offers the ideal opportunity for your agency to strengthen its Brand. Top performers always have employment options and when the economy rebounds, the demand for talent will intensify. The challenge for your agency is when prospective candidates think of it as an employer, what comes to mind? Better yet, what do current employees think about their employer? Branding is increasingly receiving more and more attention today as a strategy to counter these forces and this session will outline the 5 Steps to Brand Strength.</p>
<p>Learning Objectives</p>	<ul style="list-style-type: none"> <li>➤ Explore ten Brand Touchstones all organizations possess</li> <li>➤ Utilize methods to define and protect your own Brand DNA</li> <li>➤ Examine effective tools to create Intelligent ‘Brandwidth’</li> </ul>

	<ul style="list-style-type: none"> <li>➤ Evaluate ways to establish lasting emotional ties with applicants and employees</li> <li>➤ Determine ways to make Brand Values pervasive in one’s organization</li> <li>➤ Explore methods to strengthen your Brand</li> </ul>
<p>Brief Description</p>	<p>This interactive workshop is for those interested in enhancing their effectiveness in leading and facilitating a variety of meetings and groups: staff, teams, and community groups. Participants will immediately enhance their facilitation skills by learning the seven facilitation stages, methods to create active participation, the core practices of effective facilitation, and the importance of differentiating between process and content.</p>
<p>Learning Objectives</p>	<ul style="list-style-type: none"> <li>➤ Manage Structure, Not Content</li> <li>➤ Identify Core Practices of effective facilitation</li> <li>➤ Explain and use the Seven Stages of facilitation</li> <li>➤ Encourage Participation through Questions and Listening Skills</li> <li>➤ Utilize techniques to resolve conflict</li> <li>➤ Apply six decision-making options</li> <li>➤ Determine when and how to use the variety of process tools (i.e. visioning, gap analysis, multi-voting, root cause analysis, force-field analysis, and priority setting)</li> </ul>
<p>Brief Description</p>	<p>Both internal (i.e. size, operation, culture, and mission) and external forces (political, social, legal, economic, technological, environmental) are imposing swift and immediate change on the way government organizations are financed, managed, and evaluated. Managing change is a process that requires serious and sustained commitment to effectively respond to these forces and leaders are those assigned the responsibility for managing such change. In this workshop, leaders will learn about the current forces of change and how to navigate through the change process, including how to involve employees in the effort, and successfully leverage the forces into positive results.</p>
<p>Learning Objectives</p>	<ul style="list-style-type: none"> <li>➤ Identify the internal and external forces imposing change;</li> <li>➤ Define their roles and responsibilities in managing change;</li> <li>➤ Examine essential elements of the change management process;</li> <li>➤ Develop strategies for coping with and managing change;</li> <li>➤ Identify ways to involve employees in the change process; and</li> <li>➤ Use a model to introduce change to employees.</li> </ul>
<p>Brief Description</p>	<p>Many of us believe that the difference between what employees can do and will do depends on the level of motivation. People in managerial and supervisory positions struggle with the fact that some people use more of their skills and talents than others do. While no individual alone can motivate another, they can provide the environment, relationship, and situations that make it possible for people to motivate themselves. This program is designed</p>

	to enable participants to identify the factors that affect employee performance and those that influence the employees' own internal motivation needs. Role play, problem solving, and goal setting are utilized to encourage creative ways of providing recognition, growth, and the development of employees for the achievement of personal and organizational goals.
Learning Objectives	<ul style="list-style-type: none"> <li>➤ Become aware of the external and internal factors that affect employee performance;</li> <li>➤ Increase their knowledge of the major theories of employee motivation;</li> <li>➤ Apply these theories to their workplace; and</li> <li>➤ Expand their repertoire of skills that encourage both the achievement of organizational and employee goals.</li> </ul>
Brief Description	An effective performance management system helps employees to succeed, so they can help your organization succeed. It provides enough guidance so people understand what is expected of them and enough flexibility and wiggle room so that individual creativity and strengths are nurtured. It provides enough control so that people understand what the organization is trying to accomplish. This module focuses on performance management as an integrated process of defining, assessing, and reinforcing employee work behaviors and outcomes. This includes translating the traditional performance management approach which sees managing performance as an event (i.e. the performance review/appraisal), to a more effective approach in which performance is viewed as a process. As a process, several critical steps are involved to address performance deficiencies and augment successes.
Learning Objectives	<ul style="list-style-type: none"> <li>➤ Recognize the Performance Management Process;</li> <li>➤ Summarize employee performance on the appraisal form;</li> <li>➤ Summarize performance in discussion with the employee;</li> <li>➤ Set behavioral objectives for the next performance cycle; and</li> <li>➤ Identify tools to enhance the Performance Management Process.</li> </ul>
Brief Description	Speaking in front of others can be a confusing and even terrifying experience for many people. This training course helps participants take the mystery out of designing and delivering high-impact presentations. It will increase their confidence and effectiveness in making presentations to a wide variety of audiences. Participants will give one or more brief presentations while being videotaped and receive a critique.
Learning Objectives	<ul style="list-style-type: none"> <li>➤ Understanding the Two Key Roles of Effective Presenters</li> <li>➤ Overcoming presentation fear</li> <li>➤ Calming nerves using relaxation and breathing techniques</li> <li>➤ Developing Your Voice</li> <li>➤ Using Eye Contact, Gestures, Posture, and Movement for Maximum Impact</li> <li>➤ Preparing Concise, Hard-Hitting, and Memorable Presentations</li> <li>➤ Defining Meaningful Objectives for Presenter and Audiences Alike</li> <li>➤ Creating Opening Statements that Grab the Audience</li> <li>➤ Designing the Body to Support Your Objectives and Opening Statements</li> <li>➤ Using Power Point, Flip Charts, Overhead Projectors, and Podiums Effectively</li> <li>➤ Successfully Closing the Presentation</li> </ul>
Brief Description	In organizations much of our time and effort is devoted to managing services and providing programs. Increasingly we are spending our time managing

	<p>projects and this requires a different skill set. Projects have a definite beginning and end and because of that it makes them distinct from the normal ongoing work which requires special management skills – skills related to providing deliverables, achieving milestones and satisfying deadlines. The Practical Project Management workshop is designed to enable participants to identify critical issues associated with project-management stages, understand how to use appropriate tools in managing a project, and learn and practice a variety of techniques required to manage projects successfully.</p>
<p>Learning Objectives</p>	<ul style="list-style-type: none"> <li>➤ Understand the difference between Projects and Operations.</li> <li>➤ Identify appropriate project-management behaviors.</li> <li>➤ Determine steps to take to address strengths and areas for improvement in how to improve your organization’s capabilities in managing projects.</li> <li>➤ Prepare team development goals for your organization’s existing teams.</li> <li>➤ Utilize methods to develop a project plan.</li> <li>➤ Implement tools on how to execute a project.</li> <li>➤ Identify critical components needed for successful project management; and</li> <li>➤ Utilize an enlarged repertoire of formats and scheduling methods.</li> </ul>
<p>Brief Description</p>	<p>Feedback is information shared in the ‘here and now’ about how an individual or group is performing and the impact of the performance. Without this information, people operate in a vacuum. Appropriate feedback can help us feel confident, build our trust in those giving us the feedback and move us toward success. Knowing how we are performing on the job, at home, and in life is something everyone needs – and in most cases wants to know.</p>
<p>Learning Objectives</p>	<ul style="list-style-type: none"> <li>➤ Examine the importance of skillful communication in leading effectively.</li> <li>➤ Learn interaction skills that help you achieve critical business objectives while satisfying a person’s individual needs.</li> <li>➤ Identify two types of feedback – Positive and Feedback for Learning;</li> <li>➤ Use the STAR Approach for delivering feedback;</li> <li>➤ Recognize the core elements of effective feedback;</li> <li>➤ Provide effective written and verbal feedback;</li> </ul>
<p>Brief Description</p>	<p>Many organizations are facing the retirement of a significant number of their workforce. Succession planning ensures that replacements have been prepared to fill key vacancies on short notice, that individuals have the development to assume greater responsibilities, and that individuals are prepared for exercising increased technical proficiency in their work. Without succession planning, an organization may operate in a crisis mode whenever key workers are unexpectedly absent from critical positions due to illness, retirement, resignation, or termination.</p>
<p>Learning Objectives</p>	<ul style="list-style-type: none"> <li>➤ Identify the manager’s role in succession planning.</li> <li>➤ Identify the employee’s role in succession planning.</li> <li>➤ Identify and analyze critical positions requiring backups on a temporary or permanent basis.</li> <li>➤ Determine the value and components of robust Individual Development Plans (IDPs) for employees.</li> <li>➤ Utilize a variety of methods to prepare high-potential employees for advancement by narrowing the developmental gaps between present performance and future potential</li> </ul>

<p>Brief Description</p>	<p>When we struggle to manage our time, our ability to complete assignments on schedule can be made more difficult. Between the influx of meetings, voice-mail, and e-mail the ability to manage our time effectively can be an arduous process. Yet it feels totally different when we are using time in a way we choose for ourselves than it feels when our time seems to loom out of our control. A strong motivation to use one’s time to accomplish what one truly wants is necessary to bring about behavioral changes. This program is for anyone who wants more out of life, at work and at home. Time management is a process of constantly asking what is more important and arranging priorities to reflect each choice.</p>
<p>Learning Objectives</p>	<ul style="list-style-type: none"> <li>➤ Increase awareness of their attitudes toward time;</li> <li>➤ Understand the seven competency areas associated with Time Management Effectiveness;</li> <li>➤ Identify you tendencies in each of the seven competency areas;</li> <li>➤ Begin working on improving those areas identified for each competency where opportunity exists;</li> <li>➤ Recognize our procrastination habits and techniques on overcoming them;</li> <li>➤ Prepare a comprehensive and effective To-Do List to guide our daily work;</li> <li>➤ Assess priorities and categorize to either Dump, Do, Delay or Delegate them;</li> <li>➤ Utilize techniques on managing interruptions; and</li> <li>➤ Learn to plan time by setting priorities and developing action plans.</li> </ul>
<p>Brief Description</p>	<p>Voila—you’re now responsible for achieving results through others. Now what? The focus of this workshop is on answering that question and helping both those who are new and seasoned in managing their people more effectively. Several skill-practices are included to provide sufficient opportunities for participants to practice new skills and techniques on coaching, delivering feedback, and leading a team.</p>
<p>Learning Objectives</p>	<ul style="list-style-type: none"> <li>➤ Understand the role of the Supervisor</li> <li>➤ Identify an operational definition of coaching</li> <li>➤ Understand the value of coaching in a supervisor’s work</li> <li>➤ Use the Coaching Matrix and the four approaches of coaching it features</li> <li>➤ Use interaction skills that help you achieve critical business objectives while satisfying people’s personal needs</li> <li>➤ Deliver two types of feedback</li> <li>➤ Prepare team development goals for current teams</li> </ul>

Our full range of services includes the following:

- **Organizational Analysis and Process Improvement** – We review and analyze various functional areas within an organization or agency to help discover more effective ways to manage and perform management and organizational activities. The Mejorando Group helps organizations succeed in their efforts to excel by

utilizing a results-oriented approach that assesses the current effectiveness of existing strategies, structures, programs, work processes, and measurement systems. Strategies and tactics are provided to disrupt the status quo, and breakthrough practical solutions are implemented to align the organization's people and work processes toward high performance

- Organizational Improvement and Training – We develop training strategies, design workshops, deliver and evaluate training, and provide coaching to executives and managers. Our “instructor-led, participant centered” approach to training limits lecture and focuses on using a variety of instructional methods (e.g. discussions, video-clips, case studies, small group exercises, handouts to complete, skill-practices, and group discussions) to maximize the use of Adult Learning. Our goal is for participants to master the knowledge, skills and behaviors emphasized in the training program and apply them to their day-to-day activities. We feature over forty (40) competency-based training workshops for workforce members from all areas of your organization, front-line to executives.
- Succession Planning Programs – We are one of the country's leading experts in effectively addressing the impacts from the changing workforce and designing succession planning programs. Our approach is systematic and comprehensive and was the recipient of the Most Innovative Award presented by the Texas Municipal League. Mr. Ibarra is frequent speaker on this topic at national conferences and has published several articles, as well.
- Coaching – We provide coaching services to middle and senior level managers and seasoned executives designed to improve individual performance and organizational effectiveness. We are qualified as a Myers Briggs Type Instrument (MBTI) Administrator and certified in Assessment (i.e. 360-degree feedback processes) from the Center for Creative Leadership.
- Facilitation – Our approach to facilitation, from team building to strategic planning, enables a group to focus on future business conditions and generate progressive strategies and innovative tactics to effectively anticipate and respond to those often changing circumstances. This results in a proactive and dynamic approach to sustaining a high-quality, high-performance organization. We are certified in Facilitation Skills from Development Dimensions International (DDI).
- Change Management - Managing change is the most important aspect of any effort to improve employee performance and organizational effectiveness. We view change management as a process and help to guide implementation of change initiatives by utilizing and engendering in others the methods, tools, and expertise which focus on both the human and organizational aspects of the change. We provide a series of sequenced actions that will effectively disrupt the status quo and implement sustainable change.

**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

THE MEJORANDO GROUP, 7409 N. 84<sup>TH</sup> AVENUE, GLENDALE, AZ 85305

PRICING SHEET: NIGP CODE 9183806, 91838

Vendor Number: 2011001001 0

Certificates of Insurance Required

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