

**SERIAL 11079 RFP TRAINING & TECHNICAL ASSISTANCE & PROFESSIONAL SUPPORT SERVICES Contract – Music, Movement and Magination**

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

**CONTRACT PERIOD THROUGH SEPTEMBER 30, 2014 2017**

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

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

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

---

Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

JM/at  
Attach

Copy to: Office of Procurement Services  
Donald Bower, Human 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 **Music, Movement & Magination, 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:

Music, Movement & Magination  
3165 S. Alma School Rd, Ste 29-195  
Chandler, AZ 85248

**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**

*Lisa Campbell*

AUTHORIZED SIGNATURE

Lisa Campbell, President

PRINTED NAME AND TITLE

3165 S. Alma School Rd Ste 29-195

ADDRESS

Chandler AZ 85248

9/27/11

DATE

**MARICOPA COUNTY**

*[Signature]*

CHAIRMAN, BOARD OF SUPERVISORS

OCT 19 2011

DATE

**ATTESTED:**

*[Signature]*  
CLERK OF THE BOARD 092811

OCT 19 2011

DATE

**APPROVED AS TO FORM:**

*[Signature]*  
LEGAL COUNSEL

Oct 19 2011

**EXHIBIT A**  
**PRICING**

SERIAL 11079 -RFP

NIGP CODE: 91838

COMPANY NAME:

Music, Movement & Magination, Inc.

DOING BUSINESS AS (DBA) NAME:

MMMKids

MAILING ADDRESS:

3165 S. Alma School Rd., Ste 29-195

Chandler, AZ 85246

REMIT TO ADDRESS:

Same as above.

TELEPHONE NUMBER:

888-637-1313

FACSIMILE NUMBER:

480-634-7148

WEB SITE:

MMMKids.com

REPRESENTATIVE NAME:

Alice Burba

REPRESENTATIVE PHONE NUMBER:

480-332-4109

REPRESENTATIVE E-MAIL:

[alice@mmmkids.com](mailto:alice@mmmkids.com)

**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)

N/A

% 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.

NET 10 DAYS

NET 45 DAYS

1% 10 DAYS NET 30 DAYS

NET 15 DAYS

NET 60 DAYS

2% 30 DAYS NET 31 DAYS

NET 20 DAYS

NET 90 DAYS

1% 30 DAYS NET 31 DAYS

NET 30 DAYS

2% 10 DAYS NET 30 DAYS

5% 30 DAYS NET 31 DAYS

**Pricing: See attached Excel Spread Sheets for Product and Services**

**EXHIBIT A  
PRICING**

No.	Product Description	QTY	Retail Price ea.	Volume Discount*	Amount
<b>1</b>	<b>ABC's &amp; Much More Thematic Unit:</b>				
	ABC Supplemental Curriculum Kit <i>(includes Teacher's Manual, Data CD &amp; Music CD)</i>		<b>\$179.95</b>		
	ABC Companion Activity & Coloring Book		<b>\$14.95</b>		
	ABC Music CD		<b>\$14.95</b>		
	ABC Home Connection Kit - <i>English</i> <i>(includes Workbook &amp; Music CD)</i>		<b>\$29.95</b>		
	ABC Home Connection Kit - <i>Bi-Lingual Spanish</i> <i>(includes Workbook &amp; Music CD)</i>		<b>\$29.95</b>		
	CC Supplemental Curriculum Kit <i>(includes Teacher's Manual, Data CD &amp; Music CD)</i>		<b>\$179.95</b>		
	CC Companion Activity & Coloring Book		<b>\$14.95</b>		
	CC Music CD		<b>\$14.95</b>		
	CC Home Connection Kit - <i>English</i> <i>(includes Workbook &amp; Music CD)</i>		<b>\$29.95</b>		
	CC Home Connection Kit - <i>Bi-Lingual Spanish</i> <i>(includes Workbook &amp; Music CD)</i>		<b>\$29.95</b>		
	Jungle Safari Read-along, Sing-along Book <i>(includes narrated Music CD)</i>		<b>\$14.95</b>		
	Jungle Safari Small Group Reading Pack <i>(includes above book along with 4 small books)</i>		<b>\$39.95</b>		
	BOD Supplemental Curriculum Kit <i>(includes Teacher's Manual, Data CD &amp; Music CD)</i>		<b>\$179.95</b>		
	BOD Companion Activity & Coloring Book		<b>\$14.95</b>		
	BOD Music CD		<b>\$14.95</b>		
	BOD Home Connection Kit - <i>English</i> <i>(includes Workbook &amp; Music CD)</i>		<b>\$29.95</b>		
	BOD Home Connection Kit - <i>Bi-Lingual Spanish</i> <i>(includes Workbook &amp; Music CD)</i>		<b>\$29.95</b>		
	ADD Supplemental Curriculum Kit <i>(includes Teacher's Manual, Data CD &amp; Music CD)</i>		<b>\$179.95</b>		
	ADD Companion Activity & Coloring Book		<b>\$14.95</b>		
	ADD Music CD		<b>\$14.95</b>		
	ADD Home Connection Kit - <i>English</i> <i>(includes Workbook &amp; Music CD)</i>		<b>\$29.95</b>		
	ADD Home Connection Kit - <i>Bi-Lingual Spanish</i> <i>(includes Workbook &amp; Music CD)</i>		<b>\$29.95</b>		
	ESA Supplemental Curriculum Kit <i>(includes Teacher's Manual, Data CD &amp; Music CD)</i>		<b>\$179.95</b>		
	ESA Companion Activity & Coloring Book		<b>\$14.95</b>		
	ESA Music CD		<b>\$14.95</b>		
	ESA Home Connection Kit - <i>English</i> <i>(includes Workbook &amp; Music CD)</i>				
					<b>10% for Shipping &amp; Handling:</b>
					<b>Tax @ 8.8%:</b>
					<b>PRODUCT TOTAL DUE =</b>

	*Volume Discounts (Discount offered on quantities of same Product Code/ISBN only)					
		Qty: 1,000 -- 10% discount				
		Qty: 5,000 -- 20% discount				
		Qty: 10,000 -- 25% discount				
<b>No.</b>	<b>Service Description</b>	<b>QTY</b>	<b>Retail Price ea.</b>	<b>Amount</b>		
	Training Hourly Rate		<b>\$250.00/hour</b>			
	Training Workshop Rate		<b>\$750.00/works hop</b>			
	Training Daily Rate		<b>1,500/day</b>			
	Originals for Participant Handouts is included in all prices. MMMKids will be happy to duplicate handouts, if requested and approved in advance, at cost plus 10%.					
	<b>PD SERVICES TOTAL DUE=</b>					

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

A. MMMKids Programs and Service

Below are the services MMMKids is confident in offering Maricopa County Head Start.

Consultation, training, technical assistance and professional support needs for MCHSZFP includes, but is not limited to, and may require any or all of the following component areas;

Infant and toddler growth and development,

Early childhood pre-school education and language acquisition. Examples of desired topics include but are not limited to;

Dialogic Reading

Scaffolding Conversations

Developmentally Appropriate Practices

Gross/Fine Motor Skills

Cognitive Reasoning

Math

Science

Outdoor Play

Dramatic Play

Social and emotional development

Infant, toddler, pre-school and family mental health

Parenting Skills

English Language Learning (ELL) relevant professional development

Supplemental Curriculum Programs. Examples of desired topics include but are not limited to;

Music and Movement

Language and Literacy

Art, Etc.

Child health and safety regulations,

Nutrition Education and Childhood Obesity,

Services to children with disabilities and IEP's (Individualized Education Plans) or IFSP's (Individual Family Service Plans),

Family and Community Partnerships,

Parent Engagement and Male Involvement,

Family Support Services,

ERSEA (Eligibility, Recruitment, Selection, Enrollment and Attendance),

Program Governance,

Federal Fiscal Management,

Program Design and Management

Policy Development

Grant Writing

Self Assessment,

Monitoring, including expertise in legal counsel related to OHS federal reviews

Record Keeping,

Human Resources including supporting teacher/staff in meeting required teacher qualifications

Organizational Management

Supervision & Management Consultation

Reflective Supervision

Team Building

Leadership Training and Support

Customized Training programs designed on specific program needs

(See appendixes for complete Head Start Performance Standards and the Improving Head Start for School Readiness Act of 2007.)

Consultation, Training and Technical Assistance and Professional Services

Task Orders for consulting work with Maricopa County Head Start Zero-Five Program may include any of the following professional development scenarios;

Individual (in person or by phone including technology based meetings via Skype, GoToMeeting.Com, etc.) consultation and training and technical assistance regarding interpretation and/or best practices regarding policy, performance standard interpretation, or proposed rule making.

On-site presentation of training modules, workshops, lessons, conference(s), or key note addresses to large, medium or small groups consisting of managers, supervisors, Head Start Teachers, Early Head Start Teachers, Home Visitors, Family Support Specialists, or other related program and management staff.

Combinations of in person, online and webinar coursework offered over an extended time period and with the potential of college credits and/or continuing education credits to course participants.

Location of training venues may include any hotel, conference center, office or work place site including on-site infant/toddler or pre-school classrooms anywhere within Maricopa County Head Start Zero-Five service area. Depending on the capability of the awarded contracted vendor - training, technical assistance and professional development services may also be provided via technology based mediums such as webinars, multi-media DVD presentations or other on-line, tutorial based program.

Development of training materials, forms, policies and procedures, tracking systems and/or plans to assist the Head Start program in providing quality early childhood services.

#### Curriculums, books and Educational Supplies

In addition to consultation, training & technical assistance and professional development services, respondents should also include pricing & availability of all curriculums, training manuals, educational books targeted for children, families and/or staff, as well as any supplies related to the provision of training programs included in the RFP as potential resources for MCHSZFP. Examples of curricula's include but are not limited to;

Infant and Toddler/ ECE Development

Inclusion of Children with Disabilities

Language Acquisition

Math

Science

Music and Movement

Health and Nutrition

Mental Health

Teen Parenting

Early Head Start and Head Start Home Visiting Curricula

Family Involvement

Male Involvement

Family Literacy

Music and Movement

Family Service Worker Credentialing

Child Development Associate Credentialing

#### B. Details of MMMKids Professional Development and Products

The following provides further details specific to how MMMKids will deliver the above highlighted Services and Program Materials.

#### Consultation, Training, Technical Assistance and Professional Support

MMMKids is proud to offer a variety of Professional Development (PD) workshops that can be used as stand-alone three hour training sessions or grouped into day or week-long seminars to meet Maricopa County Head Start needs. In addition, we also offer in-depth classroom modeling. Participants in the MMMKids Workshops will participate in engaging musical activities, interactive dialogue and practical applications. Participants will walk away with creative techniques to bring fun and self-expression in their learning environments while addressing Head Start Child Outcomes. Our PD Workshops and Classroom Modeling focus on coaching, mentoring, supervision, and technical assistance and are based on solid adult learning theory. Continuing Education Units are provided to attendees for all trainings.

MMMKids pride ourselves on working directly with your administrators to customize Professional Development to best meet the specific needs of your educators and staff. We will work collaboratively with your staff and are experienced in a variety of settings including online training, webinars, and face-to-face

<b>Column #1: Theoretical and Fundamental Foundations (4 sessions)</b>	
Focus	Designed to provide theoretical foundations for successfully meeting the needs of early learners.
Audience	Educators, Teaching Staff and Administrators
Workshop 1	The Magic of Music & Movement This workshop presents an overview of the theory and research backing the strategic use of music, movement and visual aids in the classroom.
Workshop 2	Developing Child – Developing Brain This workshop focuses on child development for children ages 3 to 8, highlighting the unique physical, cognitive, emotional, and social needs of children in this age range. Furthermore, this workshop presents current research on brain development.
Workshop 3	Literacy Development Benefits Participants will explore how the use of music and movement tools can creatively facilitate literacy growth in phonemic awareness, alphabetic principle, accuracy & fluency, vocabulary, and comprehension.
Workshop 4	Unlocking the Potential of Learning Styles This workshop centers on differing learning style theories and encourages participants to reflect on their own learning styles and how that impacts their choices in teaching. Furthermore, this workshop will address the power of music, movement and visual aids in addressing multiple learning styles.

environments. Our commitment to excellence in interpersonal relationships, communication and leadership is evident in all our materials and workshops. We have the necessary technological hardware, software and skills to carry out these services.

The below diagram outlines the framework for our offered PD Services; however, tailoring this program to meet your needs is a personalized and an included service for Maricopa County Head Start Customized PD Plan.

The various components of our PD Program are as follows:

- Workshops designed for Head Start and Early Head Start teachers, support staff and district administrators (these modules are also available via secured password on our website [www.MMMKids.com](http://www.MMMKids.com)).
- Workshops are designed for Lead Staff members.
- Workshops are designed for Families in the community to be delivered by either MMMKids Experts or Head Start “Champions for Family Literacy” Lead Staff Members.

Descriptions of the above workshops are detailed in the tables below.

<b>Column #2: Classroom Product Integration (5 sessions)</b>	
Focus	Designed to address the needs of Teachers and Staff in effectively using music and movement to achieve academic goals.
Audience	Classroom Teachers and Aides using the MMM products.
Workshop 1	Bringing Standards Alive This workshop addresses the challenges of bridging the gap between standards-based teaching and bringing fun to the classroom. Participants will discover strategies of using music and movement to address standards while infusing fun into the classroom and achieving a deeper level of learning for students.

Workshop 2	Maximizing the Use & Effectiveness of Music & Movement Products
	Participants will discover key strategies for using creative tools to engage children, manage behaviors and differentiate between learners. Utilization of various artistic components for achieving different goals and purposes will be the focus.
Workshop 3	Working with Special Populations
	Participants will learn and discuss strategies and tools for using creative methods to meet the unique needs of children in special education, English Language Learners, and other diverse populations.
Workshop 4	Using MMMKids Classroom Products
	This workshop provides hands-on, concrete information on how to utilize and integrate all components of MMMKids Supplemental Curriculum Kits and Products into the classroom environment including alignment with current curricula and state standards.
Workshop 5	Technical Preparation
	Participants will learn the importance of advanced preparation and curricula correlation for successful and comprehensive use of the MMMKids teaching tools.

<b>Column #3: Leadership Development (2 sessions)</b>	
Focus	Designed to develop key selected staff members to serve as Coaches/Mentors to facilitate training new teachers and to champion the Early Literacy Outreach Programs.
Audience	Teaching Staff and/or Administrators selected to be leaders of the MMM program
Workshop 1	Mentor Training
	This workshop focuses on the development of site “coaches” to support and encourage successful use of music and movement tools. Participants will learn coaching skills, training other professionals, and how to utilize MMMKids’ staff support when needed.
Workshop 2	Champions for Family Literacy
	This workshop focuses on developing lead staff on methods to engage their community in Family Literacy Outreach Programs which integrate music and movement with curricula materials.

<b>Column #4: Family and Community Outreach (3 sessions)</b>	
Focus	Designed to engage parents and the community as partners in educating children.
Audience	Parents, Community Members and Teachers
Workshop 1	Your Developing Child
	This workshop seeks to address and review basic child development with parents and caregivers in order to empower them to meet their child’s educational and well-being needs.
Workshop 2	Literacy In The Home
	Participants will learn strategies to strategically reinforce educational concepts at home.
Workshop 3	Using the MMMKids Home Connection Kits
	Families will learn how to get the most benefit from the various tools in the Home Connection Kits.

Primary point of contact for Maricopa Head Start will be Alice Burba with Lisa Campbell as an additional point of contact. PD Services will be provided with Alice Burba as the lead trainer and Lisa Campbell in supporting roles. Most workshops involve two trainers. In the unlikely event that assigned trainers are unable to carry out the plan, experienced Certified MMMKids Instructors will be used. Original workshop materials and handouts will be provided by MMMKids. Curriculum, Books and Educational Supplies

Because MMMKids believes so strongly in the power of using Music and Movement to achieve literacy and educational goals, we have also designed a product line to help teachers and staff easily implement creative and artistic teaching methods. Our line of products provides teachers with easy-to-use, all inclusive tools to quickly and confidently adopt a possibly new teaching technique. MMMKids is dedicated to empowering teachers with robust PD offerings which can be coupled with our unique tools to educate young children using fun, innovative music and comprehensive curriculum materials, all of which are based on national standards for early education and Head Start Outcomes. We believe using an integrated educational approach provides children the opportunity to be fully involved in their learning experience while at the same time providing a foundation for academic success.

MMMKids' goal is to provide easy-to-use, sustainable products and tools to assist educators and parents in creating fun, meaningful and appropriate learning experiences for children. MMMKids provides everything needed in a convenient format to bring existing curricula alive. All of MMMKids' materials are grouped into theme-based units based on standards for early education. Each unit covers 18 fundamental, educational concepts around a common theme as follows:

- **ABC's & Much More** – Readiness skills are essential for successful early education. This Thematic Unit focuses on the essential skills needed for a jump start to literacy and setting children up for success in their first years of school by stressing the alphabet, sounds/blends and letter recognition; counting up to 100 and skip counting; color recognition, mixing colors and spelling color words; and understanding basic shapes through eight sided polygons.
- **The Amazing Body** – Maintaining a healthy body and mind is essential to the learning process. Body basics come to life with this fun and exciting Thematic Unit. Children will learn to have an appreciation for and increased knowledge of their bodies, their senses, health, hygiene, healthy eating, and the food groups. This Thematic Unit focuses on self-appreciation and staying healthy which are fundamental in every child's development.
- **Cool Creatures** – Teaching children to have an appreciation for, and knowledge of, creatures that share our world is important for development. This Thematic Unit focuses on the love and care of pets, how farm animals help us, the habitat and characteristics of wild animals (hibernation/nocturnal), the uniqueness of water creatures, bird characteristics and migration, and facts about dinosaurs (herbivore/carnivore/omnivore/extinct).
- **It All Adds Up** – Learning fundamental concepts in math, science and social studies will help children build on previous learning to construct new knowledge and ideas of the world around them. This Thematic Unit focuses on the concepts of data analysis, numerical operations, currency, geographical concepts, nature, and our solar system.

Each Thematic Unit contains the following products:

#### Supplemental Curriculum Kits

Our theme-based Supplemental Curriculum Kits are the perfect companion to every early education program. Teachers who value creative ways to engage children in the classroom will enjoy the detailed lesson guides, numerous colorful visual aids, hands-on manipulatives, creative activity sheets, and comprehensive parent guides. MMMKids' original, up-beat, curriculum based music, partnered with movements and visual aids address all learning styles: kinesthetic, visual and auditory. Each kit includes a Teacher Resource Manual with 18 lessons, corresponding 20-song Music CD, and Companion Data CD containing a combination of hundreds of visual aids, manipulatives, bridging activities, activity pages, and other resources.

#### Home Connection Kits (Also available in Bilingual English/Spanish)

Parental involvement is a critical component of educational success. To better enable this involvement, MMMKids' Home Connection Kits empower parents to reinforce classroom teaching and provide a basis for meaningful parent-child interactions. Each Home Connection Kit contains a booklet with 18 lessons from the thematic unit and includes the following documents: lesson Parent Guides containing suggestions for furthering the learning along with song lyrics and movements; lesson Activity Sheets; and learning Manipulatives. Also included is the Companion Music CD with the same 20 songs in the corresponding Teacher Curriculum Kit which enable families to continue classroom learning at home through the standards

based music. The Home Connection Kits (booklet and Music CD) are available in either an English only or Bilingual (English/Spanish) version.

#### Music CD's

MMMKids prides itself on the use of original curriculum based music utilizing multiple songwriters and performers of diverse culture, gender and age thus bringing a variety of musical styles and performances. Each music CD contains 20 songs which have been created specifically for the 18 lessons in each thematic unit. By partnering the standards based lyrics with prescribed movements, children can further their learning experience while improving fine and gross motor skills, coordination, rhythm, sequencing, and following instructions. As a stand-alone learning tool, or combined with any of the other MMMKids products, our music CD's make learning fun.

#### Activity & Coloring Books

Designed to further the learning, our Activity & Coloring Books reinforce lesson concepts taught in each Thematic Supplemental Curriculum Kit by bringing concepts alive with creativity, imagination and involvement. Over 150 pages of simple activities and recognizable blackline masters will delight children and give them hours of pleasure as they reinforce thematic unit knowledge, build confidence, and make learning fun. These books are great for the classroom or at home and are constructed on thicker paper for convenient reproducing the pages.

#### Read-along, Sing-along, Learn-along Books

These delightful and engaging picture books bring songs and early reading skills to a new dimension through vivid illustrations, engaging narration, and fun-filled music. Each book contains a companion CD, sheet music, song lyrics and movements, and imagination pages to reinforce comprehension and bring the story and learning alive. Books are available standard size or bundled with 4 smaller sized version books for small-group learning centers. (Currently available for Cool Creatures Jungle Safari only).

#### On-line MMMKids Web Features

MMMKids is proud to offer a variety of on-line features to assist a multitude of user experiences.

#### Video Training Modules

Many of our Teacher PD workshop sessions are offered through video-based modules which were professionally developed in a studio and real classroom settings. These modules are instructionally presented by Alice Burba and offer visibility to many of the workshop presentation materials. MMMKids can provide user specific log-in accounts for secure limited access to view each training module in the convenience of your own setting.

#### MMMKids Readers

MMMKids is proud to offer our on-line Readers. Recent research efforts support the use of on-line reading tools to increase vocabulary, word association, and fluency and literacy skills in early readers. MMMKids Readers follow the recommended structure to present on-line Readers to early learners using visual aids, highlighted words, and accompanying lyrics. We have taken our professional fun and engaging supporting visual aids to many of our most popular and content rich original songs and combined them with the written song lyrics. As the song is played, the lyrics come alive through the corresponding visual aids and the words are highlighted as they are sung.

#### C. Customer Service Policy

MMMKids pride ourselves on our commitment to quality customer service. Below is our Corporate Customer Service Policy:

- MMMKids commits to provide the highest level of customer service for the services and products we provide.
- MMMKids commits to respond expeditiously to program requests.
- MMMKids commits to prompt fulfillment of ordered products.
- MMMKids commits to timely resolve any issues or conflicts.

**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 contract

MUSIC, MOVEMENT AND MAGINATION, 3165 S. ALMA SCHOOL RD., STE 29-195,  
CHANDLER, AZ 85246

PRICING SHEET: NIGP CODE 9183806, 91838

Vendor Number: 2011001205 0

Certificates of Insurance Required

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