

SERIAL 11079 RFP TRAINING & TECHNICAL ASSISTANCE & PROFESSIONAL SUPPORT SERVICES Contract – WR Harris 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: Department of Office of Procurement Services
SUBJECT: Contract for **TRAINING & TECHNICAL ASSISTANCE & PROFESSIONAL SUPPORT SERVICES**

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

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

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

JM/at
Attach

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



CONTRACT PURSUANT TO RFP

SERIAL 11079 -RFP

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

1.0 CONTRACT TERM:

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

2.0 FEE ADJUSTMENTS:

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

3.0 PAYMENTS:

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

3.3 INVOICES:

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

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

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

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

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

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

4.0 AVAILABILITY OF FUNDS:

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

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

5.0 DUTIES:

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

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

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

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

6.2 INSURANCE REQUIREMENTS:

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

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

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

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

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

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

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

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

~~6.2.9 Automobile Liability.~~

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

~~6.2.10 Workers' Compensation.~~

~~6.2.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)~~

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

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

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

7.1 **Commercial General Liability – Occurrence Form**

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

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

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

7.2 **Business Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

7.5 Certificates of Insurance.

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

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

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

7.6 Cancellation and Expiration Notice.

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

7.7 PROCUREMENT CARD ORDERING CAPABILITY:

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

7.8 INTERNET ORDERING CAPABILITY:

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

7.9 NOTICES:

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

For County:

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

For Contractor:
WR Harris Group
1567 N. 21st Court
Arlington, VA 22209

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 Contract.

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

Warren Harris

AUTHORIZED SIGNATURE

WARREN R. HARRIS, CEO/PRESIDENT

PRINTED NAME AND TITLE

1567 N. 21 ST COURT, ARLINGTON, VA 22209

ADDRESS

September 18, 2011

DATE

MARICOPA COUNTY

[Signature]

CHAIRMAN, BOARD OF SUPERVISORS

OCT 19 2011

DATE

ATTESTED:

[Signature]
CLERK OF THE BOARD 0928/11

OCT 19 2011

DATE

APPROVED AS TO FORM:

[Signature]

LEGAL COUNSEL

Oct 17 2011

**EXHIBIT A
PRICING**

SERIAL 11079 -RFP
 NIGP CODE: 91838
 COMPANY NAME: WR Harris Group
 DOING BUSINESS AS (DBA) NAME: NA
 MAILING ADDRESS: 1567 N. 21 st Court, Arlington, VA 22209
 REMIT TO ADDRESS: 1567 N. 21 st Court, Arlington, VA 22209
 TELEPHONE NUMBER: 703-248-3360
 FACSIMILE NUMBER: 703-248-8688
 WEB SITE: www.WRHarrisGroup.com
 REPRESENTATIVE NAME: Warren R. Harris
 REPRESENTATIVE PHONE NUMBER: 703-248-3360
 REPRESENTATIVE E-MAIL: WRH2@comcast.net

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document)	NA		% 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:

Onsite Daily Rate for Warren R. Harris without expenses 5.1	\$1,500
Onsite Daily Rate for Warren R. Harris including all expenses EXCEPT Airfare 5.2	\$1,750
Onsite Daily Rate for WRHG Consultants without expenses 5.3	\$1,200
Onsite Daily Rate for WRHG Consultants including all expenses EXCEPT Airfare 5.4	\$1,450
Offsite Daily Rate for Warren R. Harris 5.5	\$1,200
Offsite Daily Rate for WRHG Consultants 5.6	\$900

BUDGET JUSTIFICATION

WRHG is proposing six (6) different pricing models to accommodate the contracting needs and preferences for Maricopa County. All rates proposed are daily rates. A daily rate is proposed for services performed by Warren R. Harris and a separate rate is proposed for other WRHG consultants.

For both Mr. Harris and WRHG consultants, separate rates are included for activities conducted Onsite and Offsite. Onsite activities include **ALL** work that requires the consultant to travel more than 30 miles from their place of

business or residence. Offsite activities include **ALL** work done from the consultant's business, place of residence, or work that requires no travel outside of the consultant's home area.

A daily rate that includes expenses **EXCEPT** airfare is also proposed. Expenses covered in the rate include hotel, meals, rental car, gasoline and incidentals. This rate does not include airfare. With rising fuel costs, rate changes based on time of year and advance planning, it is impossible to anticipate this cost. Separate rates with expenses are included for Warren R. Harris and other WRHG consultants.

Pricing Activities Conducted Onsite

Daily Rate for Warren R. Harris without expenses- \$1,500

Daily Rate for Warren R. Harris including all expenses **EXCEPT** Airfare- \$1,750

Daily Rate for WRHG Consultants without expenses- \$1,200

Daily Rate for WRHG consultants including all expenses **EXCEPT** Airfare-\$1,450

Activities Conducted Offsite

Daily Rate for Warren R. Harris -\$1,200

Daily Rate for WRHG Consultants- \$900

WRHG submits this proposed budget which includes the following conditions:

- Travel and per diem will be negotiated with Maricopa County based on the requirements of the Task Order.
- Airfare is not included in any of the Pricing categories and will be negotiated based on individual task order requirements.
- Proposed prices may change based on training group size, number of activities, and number of participants required by the Task Order.
- Maricopa County will cover the cost of all training venues, conference centers and work sites with an associated cost.
- Maricopa County will cover the cost of all audiovisual equipment necessary to conduct large training events and onsite activities when there is an associated cost.
- When copying of documents or materials is required, WRHG will submit one (1) original copy to Maricopa County copying.

EXHIBIT B

SCOPE OF SERVICES

Proposal Approach

FIRM QUALIFICATIONS

Firm Capabilities

The WR Harris Group (WRHG) provides strategic advice, consulting and professional development services to government entities, large complex organizations, and other agencies that provide early childhood services. Since 2006, the firm has provided professional development and training and technical assistance services to Head Start and Early Head Start organizations, Federal Head Start contractors, and businesses that market services and products to Head Start (HS) and Early Head Start (EHS) programs. The firm has a rich and extensive experience working with county governments and other public entities including the three largest Head Start organizations in the country that provide city wide services in New York City, Chicago and services to Los Angeles County. These three public agencies serve over 56, 000 children through a network of over 180 delegate agencies comprised of school districts, community non-profits, and other public entities. WRGH has provided professional services, training and technical assistance to agencies that provide county wide HS and EHS services in Orange County (CA), Cook County (IL), Shelby County (Memphis, TN), Franklin County (Columbus, OH), San Bernardino County(CA), Fairfax County (VA), and of course, two previous procurements with the Maricopa County Head Start Zero –to-Five Program.

WRHG has provided professional services and training and technical assistance to the national human service organizations like the YMCA, Children’s Home + Aid, and the East Coast Migrant Head Start Project. The Migrant Head Start Project provides EHS and HS services to migrant and seasonal farm workers and their families in 92 centers operated by 12 delegate agencies in 11 states. WRGH frequently conducts training sessions and workshops with national, regional and statewide Head Start associations that include: National Head Start Association, New Jersey Head Start Association, and California Head Start Association, and Region IV Head Start Association which supports programs in the southeastern United States.

WRGH has performed substantial work with Federal Head Start and with Teaching Strategies, Inc. (TSI), a national publishing company that publishes the Creative Curriculum and other educational materials. WRGH has trained national audiences for Office of Head Start (OHS) national T/TA contractors. The company has conducted training for STGi: contractor for eight state-based Head Start T/TA contracts; five regional Head Start T/TA contracts (Regions II, IV, V, VI, and IX); and MCHZFP’s T/TA contractor. WRHG has also worked with Zero to Three (ZTT), the national resource center for infant and toddler development to conduct training using technology medium. Mr. Harris, company president, was formerly the Chief Operating Officer for TSI and continues to advise senior management on special initiatives related to Head Start.

WRHG has done substantial work in crafting an innovative program model developed with the District of Columbia Public School System (DCPS) that is discussed later in this section of the proposal. The firm has worked with local community based non-profits organizations and a helped a local bilingual charter school develop and implement a new Early Head Start program.

WRHG develops individualized and customized training materials, forms, policies and procedures to assist agencies in meeting their specific program needs. Consultants have supported agencies in developing tracking systems and plans and assist Head Start programs to provide quality early childhood services. WRHG Consultants are expert trainers capable of employing innovative effective training models and approaches, but always honoring the tenets and techniques most effective with adult learners. Training evaluations which are always used as one mean to assess training effectiveness are consistently scored in the “Excellent” range on evaluation scales. The firm has demonstrated experience and core competency in providing professional services and training and technical assistance in the following areas:

Program Governance

Federal Fiscal Management

Program Design and Management

Policy Development

Grant Writing

Self Assessment

Monitoring (including technical expertise related to OHS federal reviews)

Record Keeping

Human Resources
Organizational Management
Supervision & Management Consultation
Reflective Supervision
Team Building
Leadership Training and Support
 ERSEA (Eligibility, Recruitment, Selection, Enrollment and Attendance)
 Data collection and analysis

Eileen Wasow will serve as Project Advisor of Early Childhood Development on the project. Ms. Wasow has over 35 years experience in early childhood learning and university teaching, educational administration, and program leadership. She is currently adjunct faculty in early childhood at Catholic University in Washington DC and a Senior Advisor for the CentroNia Early Childhood Program and Charter School also in Washington, DC. She was formerly CentroNia's Chief Academic Officer and has past experience as deputy and executive director of charter schools and a bilingual multicultural learning center. Ms. Wasow has worked closely with WRHG to develop a new Early Head Start program at CentroNia and will be involved in transitioning services from a recently terminated agency to CentroNia. Ms. Wasow worked with WRHG to develop and implement a special grant implemented in partnership with the District of Columbia Public School System to coach teachers in strategies for supporting emergent literacy development of young early language learners. WRHG is proposing that she develop a similar project with MCHZFP if awarded the procurement.

As a teacher, coach, mentor and university professor, Ms. Wasow has demonstrated expertise with adult learning techniques and curriculum development. She has extensive experience in the development of training materials, forms, policies and procedures, and tracking systems and plans to assist the Head Start program in providing quality early childhood services. Her past experience includes teaching, program implementation and administration roles in the areas of:

Head Start Performance Standards
Infant and toddler development
Early childhood pre-school education
Social and emotional development
English language acquisition, English Language Learning (ELL) curriculum materials
ELL professional development
Child health and safety regulations
Services to children with disabilities and IEP's (Individualized Education Plans) or IFSP's (Individual Family Service Plans)
School readiness
Curriculum, instruction, and assessment
Research-based instructional practices
Professional development
Facilitation
Educational programming
Program evaluation
Supporting teacher/staff in meeting required teacher qualifications

Ms. Wasow's complete resume is included in the Resume section of the proposal.

FIRM EXPERIENCE

Professional Services
Provide professional services, training and technical assistance to organizations in areas related to strategic planning and change management, program analysis, management oversight of program operations, and staff training and professional development.

Conduct organization assessments, internal and external analyses, and needs assessments to achieve effective strategic and operational planning. Design and implement outcome based evaluation and performance measurement systems to demonstrate program effectiveness and accountability.

Directed all aspects of national program monitoring for the Head Start program, a \$5B federal grant program with 1600+ grantees, 200K+ paid staff and 1.3M+ volunteers. Responsibilities included policy-making, operations, budget control, contract administration, and staff development.

Designed, developed and implement agency-wide processes for assessing the organizational effectiveness of Head Start and Early Head Start grantees to ensure positive outcomes for over 900K+ at risk children nationwide. Project duration was three years at a cost of \$10M+ and completed on time and under budget.

ORGANIZATIONAL MANAGEMENT & LEADERSHIP

Mr. Harris provides leadership for a privately held company that provides consulting and professional services and manages an informal network of highly qualified Head Start and Early Head Start subject matter experts and other consulting professionals that work on engagements nationwide. Formerly as COO of TSI, managed four direct reports at the senior director and vice president level.

Ensured company operations were optimally efficient, effective and profitable by identifying and resolving key strategic issues and operational challenges and redesigning processes. Promoted effective teamwork and collaboration with staff and external partners.

Spearheaded an inter-disciplinary team of 12 individuals including academicians, technical experts and practitioners that designed and tested a new instrument and process for program monitoring that included assessing achievement on educational outcomes for children.

PROGRAM DEVELOPMENT & IMPLEMENTATION

Conduct program analyses, self-assessments, and evaluations to demonstrate impact and improve organizational effectiveness.

Perform risk management analyses, information technology assessment, planning, and project management.

Conduct program development activities including Expansion and Start-up planning and project management, brokering and developing partnership agreements, and developing Head Start initiatives for fathers.

Conduct management systems planning and development activities including the formation of plans, policies and procedures for service area delivery, program operations, human resources, and fiscal management.

Develop employee position descriptions, consultant agreements and staff appraisal tools to increase the effectiveness of human resource management systems.

TRAINING & TECHNICAL ASSISTANCE DESIGN, DEVELOPMENT, AND DELIVERY

Assess staff training and professional development needs; develop organization-wide training and technical assistance and professional development plans; and evaluate effectiveness of training interventions.

RELATED RESOURCES

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

To avoid any potential conflict of interest, WRHG will not perform any work for TSI related to this procurement, but instead solely represent MCHZFP in any discussions or negotiations with TSI. Mr. Harris will leverage his

former relationship to obtain the best discounts and prices on TSI curriculum, books and materials. WRHG will also collaborate with MCHZFP and TSI to develop and arrange trainings related to curriculum and assessment that MCHZFP elects to have the TSI Staff Development Network conduct. Mr. Harris, because of his personal knowledge of the company and staff will be enormously helpful in selecting the most effective trainers for the program and assist in selecting the right curriculum and materials. He and Ms. Wasow can also work with TSI to individualize materials and adapt strategies specific for Maricopa County if awarded the procurement.

If awarded the procurement, WRHG proposes using Dr. Eileen Wasow identified to work on the project could develop the model and guide implementation by incorporate the approach into MCHSZF's planning and operating documents, assist in identifying appropriate staff, and provide onsite modeling for staff.

Planning

- Program should ensure that the self assessment report specifically references Westside's review of its progress in meeting its goals and objectives.

If awarded the procurement, WRHG proposes using Mr. Harris to lead the agency's in an enhanced strategic planning effort to develop outcome based objectives and a performance measurement system tied to the agency's Strategic Plan and Ongoing Monitoring and Self-assessment activities. WRHG would assist in developing a local agency strategy for these activities specific to MCHSZF based on program identified issues and desired outcomes. This task would include a review of MCHSZF's progress in meeting its strategic goals and objectives. This work would include incorporating school readiness goals, newly revised Head Start Outcomes Framework, and redesignation criteria. Eileen Wasow and Dr. Marilyn Hosea could assist with this project. WRHG also proposes that MCHSZF consider allowing Jeff Capizzano from the Policy Equity Group pilot some materials as part of this effort.

Governance

- Issues related to working with Governing Body and Policy Committee issues around oversight, control and accountability and that include these compliance and improvement issues:
 - Afford such parents the opportunity to participate in the development and overall conduct of the program at the local level.
 - Items were brought for board approval which had not been reviewed by the Committee as indicated by the by-laws prior to presentation for approval.
 - Need to develop a consistent and formal process for document translation.
 - Board approval of fiscal self assessment and corrective action plans.
 - Develop a procedure to allow Westside Policy Council members to have more meaningful input in the hiring of staff.
- Related to Monitoring preparation:
 - Board members for the Governing Board interview
 - Policy Council members for the Policy Council Member interview.
 - Strategize with MCHS to determine whether there is a need to develop a policy on the use of Spanish in children's files.
 - Ensure that approval of the Eligibility and Selection Criteria is clear in the Board of Directors minutes.

WRHG proposes conducting a comprehensive review of the programs' service area plans and operating policies and procedures to ensure that governance processes demonstrate the Head Start shared governance model and are in full compliance with review and approval requirements for the governing bodies and policy groups. This task can be performed offsite. Included training for the governing bodies and policy groups can be done onsite or preferably through individual and small group sessions with participants. Enhanced planning efforts will also help to address some of the above challenges.

WRHG proposes conducting a comprehensive review of the programs' recordkeeping and reporting systems to ensure compliance with Head Start and program requirements. This effort can be accomplished by identifying performance measures as part of the strategic planning and self-assessment activities. Enhanced planning efforts

will also help to address some of the above challenges by ensuring that the Recordkeeping and Reporting system is collecting useful and credible data on the necessary measures and metrics.

WRGH consultants will partner with Maricopa staff shared governance model and are in full compliance with review and approval requirements for the governing bodies and policy groups. This task can be performed offsite. Included training for the governing bodies and policy groups can be done onsite or preferably through individual and small group sessions with participants.

Contract Special Provisions

- Monthly Report to the Program Oversight Committee of the Contractor's Board of Directors did not provide reports on health performance measures, the fiscal self assessment, the financial audit, or the PIR (Program Information Report) to the Policy Committee or to the Program Oversight Committee of the Board of Directors.
- Federal monitoring preparation:
 - To facilitate ease of on-site program monitoring, classroom files should include the original enrollment application.
 - Assure that staff is recording monthly contact/technical assistance received from school district staff serving our children with special needs and that this monthly technical assistance is captured as professional development for staff in the area of disabilities.
 - Assure that documentation exists of regular supervision and guidance
 - Assure that documentation exists of staff training
 - Ensure that all information needed for the staff file reviews is in the file and organized in a way that makes it easy for the reviewer to find it.

WRHG consultants are experts in federal monitoring preparation and self-assessments. Consultants can provide either onsite or offsite technical assistance on these issues to expeditiously follow-up on corrective actions and ensure that related management systems are reviewed and improved to increase their effectiveness.

Training Related:

Develop a clearly defined process for using performance review results to produce professional development plans that are evaluated regularly to assess their impact on teacher and staff effectiveness.

LIST OF TRAINING TOPICS

Head Start Management Systems: A Planners Perspective
Head Start Management Issues for new Head Start directors
Effective Management Systems
Critical Management Systems
Head Start Monitoring, Self-assessment and Evaluation
Ongoing Monitoring, Self -Assessment, Program Improvement, and Accountability in a Changing Head Start
Program Monitoring: Assuring Compliance, Quality, and Accountability
Preparing for a Federal Review- A series of trainings specific to each Head Start job function
Analytical Thinking Discussion for Senior Monitoring Analysts
Program Governance for Policy Councils and Committees
Head Start Board and Governing Body Roles & Responsibilities
Quality Improvement Plans
Collecting, Analyzing, and Using Data for Continuous Program Improvement
Understanding the Head Start Performance Standards
Overseeing Curriculum Implementation
Implementing CreativeCurriculum.net and Overview of Head Start Child Outcomes Requirement
LACOE Training (Produced customized materials):

- Preparing for a Federal Review Family and Community Services Staff
- Preparing for a Federal Review Health and Nutrition Services Staff
- Preparing for a Federal Review Mental Health and Disabilities Services Staff
- Preparing for a Federal Review Education and Early Childhood Development Services Staff
- Preparing for a Federal Review Team Leaders
- Preparing and Policy Committees for Federal Reviews
-

STAFF QUALIFICATIONS

WR Harris is proposing a highly skilled, exceptionally experienced team of consultants with unique expertise and ability to provide training, technical assistance, and an array of professional services to meet the specific needs of MCHZFP. Training will be informative, fun and effective in changing the desired staff behavior. WRHG is proposing to use consultants that have the expertise to provide a wide array of technical assistance and professional services covering all areas of Head Start and Early Head Start programming and operations. Each team member has subject matter expertise and core competencies in multiple functional and service areas. The team has experience implementing home base, center base, and family child care services and has worked throughout their long careers to bring creative and innovative strategies and approaches to the field of Head Start. We will work hard to devise creative and strategic client solutions to MCHZFP and honor the WR Harris Group's value to bring commitment, clarity and change to every engagement.

Proposed Project Team

Warren R. Harris, Project Director and Lead Consultant/PDM

Eileen Wasow, Project Advisor and Lead Consultant/ECD

Dr. Marilyn Hosea, Project Advisor/PDM and Research

Russell Armstrong, Project Advisor and Lead Consultant/Fiscal Management

Laura Syron, Project Advisor/Lead Consultant/Health

Reyna Domingues, Project Advisor and lead Consultant/Infant/Toddler Services and Family Development

Yasmine Daniel, Project Advisor/Lead Consultant/Program Development

As Project Director and Lead Consultant for the project, Warren R. Harris will serve as the liaison and point of contact for all communications, planning and financial matters. He will assess and decide all resource needs and utilization related to the project. He will perform all tasks related to Program Design and Management except those better matched to the skills and experience of another WRHG consultant. Mr. Harris has over 20 years experience in Head Start: 6 years management consultants; 5 years senior corporate management and operations; 10 years of federal service. Mr. Harris has excellent interpersonal, leadership, and communication skills. He is an independent minded analytical thinker that has a reputation for providing innovative and creative solutions to Head Start management challenges. He is highly proficient in all of the Office Microsoft Suite software programs. Additional information is presented throughout the proposal and specifically detailed in the *Firm Qualifications* section of the proposal. His complete resume is included in the *Resumes* section.

Ms. Eileen Wasow will serve as Project Advisor and Lead Consultant for Early Childhood Development. She has taught, coached, and mentored early childhood teachers and administrators for over 35 years: 12 years teaching and therapy services; 21 years in educational administration; 3 years teaching early childhood education at the university level. Ms. Wasow has demonstrated expertise with adult learning techniques and curriculum development. She has extensive experience in the development of training materials, forms, policies and procedures, and tracking systems and plans to assist the Head Start program in providing quality early childhood services. She has worked with the District of Columbia Office of the State Superintendent on local school readiness and accountability systems. She is knowledgeable about the work being done on early learning standards and accountability systems across the country. Ms. Wasow has excellent interpersonal, leadership, and communication skills. She is an independent minded logical thinker that brings a creative flair to her teaching. She is computer literate in all of the Office Microsoft Suite software programs. Additional information on Ms. Wasow's qualifications and experience and be found in the *Firm Qualifications* section of the proposal and her complete resume is included in the *Resumes* section. Ms. Wasow is bilingual Spanish.

Dr. Marilyn Hosea of OrgLearning2 will serve as the Project Advisor on Program Design and Management and Research. She has over 30 years experience working in Head Start programs in management positions. She has extensive expertise in the area of program management and design. Dr. Hosea's work includes delivering research-based presentations on organizational development, change management, systems-thinking, strategic planning and demographic studies. She is highly accomplished in leadership development of individuals and teams. Her technical expertise includes researching and preparing community assessment reports, conducting focus groups, grant development and writing, data analysis. Dr. Hosea specialized in helping organizations utilize presentation technology to their advantage and helps design programs that advance creativity and innovation. Her training has helped organization stakeholders to increase their understanding of program accountability requirements and expectations. Training and technical assistance interventions will always be assessed and every activity carefully framed to identify outcome based objectives, measures and assessment. Dr. Hosea will advise on evaluation measures and studies and will assist in designing evaluation metrics and studies to measure the impact of project

activities. Dr. Hosea's possesses excellent interpersonal, leadership, and communication skills and brings a creatively spirited and intellectual approach to her research and practice. She is highly computer literate in all of the Office Microsoft Suite software programs. Additional information on Dr. Hosea's qualifications and experience and be found in the *Firm Qualifications* section of the proposal and her complete resume is included in the *Resumes* section.

Mr. Russell Armstrong will serve as Project Advisor and Lead Consultant/Fiscal Management Fiscal Management. After more than 35 years experience, Mr. Armstrong retired from a top leadership position with the HHS/Administration for Children and Families with responsibility for grants and financial management for the Region V (Midwest) programs. Mr. Armstrong is an accountant and a lawyer with a busy practice providing auditing, monitoring, and training and technical assistance services to HHS/Administration for Children and Families grant recipients. He has past experience working with boards and finance committees on Head Start governance issues and provides technical counsel on legal issues related to OHS federal reviews. He brings a friendly but thorough approach to his work and both the Maricopa and Westside staff enjoyed working with him on the 2010 engagement. He is computer literate in all of the Office Microsoft Suite software programs. Mr. Armstrong proposes planning an activity to follow-up on some of the recordkeeping, governance, and financial management issues identified in the prior engagements. This information is discussed in the Firm Experience section of the proposal as part of WRHG's specific experience with MCHZFP. Additional information on Mr. Armstrong's complete resume is included in the *Resumes* section.

Ms. Laura Syron will serve as the Project Advisor and Lead Consultant for Health and health related areas like nutrition, mental health, and dental services. A practicing nurse with over 20 years experience in Head Start: 6 years providing T/TA; 4 years health administration; 3 years of federal service; 13 years nursing and health education. Ms. Syron is a former Office of Head Start program specialist that has led federal monitoring teams and has provided stewardship to struggling Head Start and Early Head Start grantees nationwide. She has many years experience developing materials and providing training and technical assistance for the Academy for Educational Development (AED) in Washington, D.C., the former technical assistance contractor for American Indian and Alaskan Native programs and is the current contractor for Migrant and Seasonal Farm Workers programs. Her areas of expertise include: Health and Nutrition; Mental Health; Early Head Start and Head Start Home Visiting Curricula; Nutrition Education and Childhood Obesity; Services to children with disabilities and IEP's (Individualized Education Plans) or IFSP's. Ms. Syron has a thriving consultancy practice developing child safety regulations, plans and procedures. She also has experience developing child health initiatives and programs. Ms. Syron has excellent interpersonal, leadership, and communication skills and brings creative approaches to planning health services and education. Ms. Syron was highly effective in working with a newly hired Health Coordinator as part of the 2010 engagement. She is computer literate in all of the Office Microsoft Suite software programs. Additional information on Ms. Syron's qualifications and experience and be found in the *Firm Qualifications* section of the proposal and her complete resume is included in the *Resumes* section. Ms. Syron is bilingual Spanish.

Ms. Domingues will serve as Project Advisor and lead Consultant for Infant/Toddler Services and Family Development. She is currently a Program Administrator with over 20 years experience in the field of early childhood education and public health (10+ as program administrator; 10+ years as EHS/HS reviewer; 9+ years as bilingual Spanish Child Development instructor; 10+ years training and technical assistance). Her experience included overseeing, developing and implementing Early Head Start and Head Start services for a county wide program in southern California. She has been a reviewer for over 9 years reviewing the of infant/toddler services, home base services, and child development and health services and frequently provides training and technical assistance to programs in these areas. Ms. Domingues is a creative and energetic professional that brings a relationship based approach to her technical assistance work. She is a high level computer user and highly competent in the use Microsoft Office: Word, Excel, and ACCESS; PowerPoint, Microsoft Publisher, and Internet Applications. Her areas of expertise include: Infant and Toddler/ ECE Development, Home Base Services, Early Head Start and Head Start Home Visiting Curriculum, Child Development Associate Credentialing, Family and Community Partnerships, Parent Engagement and Male Involvement, Family Support Services, Family Health, Nutrition, and Mental Health and Wellness, Parenting Skills, Teen Parenting, Family Involvement, Male Involvement, Family Literacy, and Family Service Worker Credentialing; Monitoring, and Record Keeping Management Consultation. Ms. Domingues is bilingual Spanish and bicultural.

Ms. Yasmine Daniel will serve as Project Advisor and Lead Consultant or Program Development. Ms. Daniel is Founder/CEO of Children's Chance for Change (CCC). CCC is a Washington DC based organization that promotes the principle that all children deserve to grow up with good health, strong families, access to free quality education and supportive communities. The firm develops international model-programs and serves as a best-practice

clearinghouse in early childhood care and education. CCC serves as a public resource offering outreach, curriculum development, training, professional development and community development. Her past work in Head Start has focused on utilizing data analysis to aggregate, interpret, and present data as it relates to classroom and program practices to improve child outcomes. She frequently provides consulting services including T/TA for both HS and EHS grantees including migrant and seasonal and American Indian and Alaskan Native (AIAN) programs. Ms. Daniels has conducted/participating 30 HS reviews. A creative thinker and innovative program developer, Ms. Daniels will assist in advising the project in the areas of health education and related materials development and designing project collaborations and innovative collaborative models. She is a high level computer user and highly competent in the use of Microsoft Office: Word, Excel, and ACCESS; PowerPoint, Microsoft Publisher, and Internet Applications. She has extensive experience in customizing training programs based on specific program needs. Her areas of expertise include: Policy Development, Grant Writing, Self Assessment, Monitoring, Record Keeping, Supervision & Management Consultation, Reflective Supervision, Team Building, Leadership Training and Support, Family and Community Partnerships, Parent Engagement and Male Involvement, Family Support Services, Family Health, Nutrition, and Mental Health and Wellness, Parenting Skills, Teen Parenting, Family Involvement, Male Involvement, Family Literacy, and Family Service Worker Credentialing.

TRAINING MODALITIES

WR Harris Group conducts training and provides technical assistance and professional services using all of the recognized traditional approaches including platform training, guest lectures, keynote addresses, training sessions and workshops. Mr. Harris and WRHG consultants have conducted multi-day institutes, onsite and offsite technical assistance, small group trainings (less than 10) and large group trainings (over 100). WRHG has implemented the use of the latest technology based medium to decrease expense and increase access for its clients. Dr. Hosea, project advisor, specializes in helping organizations utilize presentation technology to their advantage and will assist her project in assessing and determining appropriate modalities and strategies for project engagements.

Mr. Harris has done video presentations (OHS training for EHS and HS reviewers, federal staff, and program staff), webcasts and webinars (ZTT, 2010). WRHG will work with MCHZFP to plan and implement modalities of training appropriate to the topic, the trainer and the audience. WRHG has access to Teaching Strategies' training facility and technology equipment where consultants can conduct technology based meetings via Skype and GoToMeeting.Com. Many of the WRHG consultants have the capacity to conduct Skype and GoToMeeting.Com meetings from their business locations.

WRHG customizes and individualizes its services to meet the client's needs. Many types of professional and technical assistance services can be done with individuals in person or by phone. Costs can be significantly reduced through distance learning approaches and modalities. Whenever possible, WRHG will work with MCHZFP to implement the training approach and modality that will most effectively meet your staff needs but also your budgetary constraints.

WRHG has a stellar reputation for the quality of its onsite training modules, workshops, lessons, and conference. Consultants conduct trainings for large, medium and small groups consisting of managers, supervisors, Head Start Teachers, Early Head Start Teachers, Home Visitors, Family Support Specialists, and other program and management staff. Mr. Harris is renowned for his ability to bring clarity to difficult and challenging subject matter and in meeting the intellectual and practice related expectations of his audience.

WRHG proposes to arrange a T/TA Quick Response System that would give program managers access to a WRHG expert for immediate responses to their questions on Head Start and Early Head Start regulations, policies, and other requirements. WRHG and MCHZFP would work out the specifics on which staff would have access and how access is monitored and approved. Consultants can provide technical assistance in interpreting Head Start and Early Head Start policies and performance standards.

WRHG has worked with many organizations like the District of Columbia Public Schools, Orange County Head Start, Inc. and Los Angeles County Office of Education to plan and implement large scale staff training institutes and to customize training materials. Once MCHZFP secures a training venue such as a hotel, conference center, office or work place site, WRHG will help to plan and implement logistical arrangements. The consultants included on this project are effective in taking a hands-on approach in their work and in using the classroom as a teaching laboratory for onsite T/TA activities. When used in implementing a coaching and mentoring model, this approach has been proven to be highly effective for classroom staff.

WRHG has the capacity, capability and willingness to ensure that MCHZFP's goals and expectations will be met if awarded this procurement.

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

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

WR HARRIS GROUP, 1567 N. 21 ST COURT, ARLINGTON, VA 22209

PRICING SHEET: NIGP CODE 9183806, 91838

Vendor Number: 2011001207 0

Certificates of Insurance Required

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