

SERIAL 11079 RFP TRAINING & TECHNICAL ASSISTANCE & PROFESSIONAL SUPPORT SERVICES Contract – J Walker Enterprises

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

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2014-2017

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

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

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

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

JM/at
Attach

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



CONTRACT PURSUANT TO RFP

SERIAL 11079 -RFP

This Contract is entered into this 28th day of September, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **J Walker Enterprises**, ("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:
J Walker Enterprises
2604 Cottage Creek Ct
Pearland, TX 77584

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



AUTHORIZED SIGNATURE

Jon Walker, Trainer / Consultant

PRINTED NAME AND TITLE

2604 Cottage Creek Ct, Pearland, TX 77584

ADDRESS

9-28-11

DATE

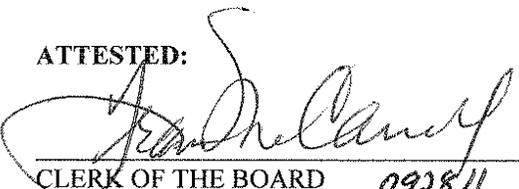
MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

OCT 19 2011

DATE

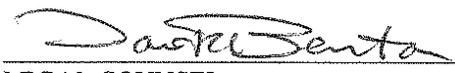
ATTESTED:


CLERK OF THE BOARD 092811

OCT 19 2011

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

OCT 19 2011

EXHIBIT A
PRICING

ATTACHMENT A

SERIAL 11079-RFP
NIGP Code: 91838

COMPANY NAME: J Walker Enterprises

MAILING ADDRESS: 2604 Cottage Creek Ct.
Pearland, TX 77584

REMIT TO ADDRESS: 2604 Cottage Creek Ct.
Pearland, TX 77584

TELEPHONE NUMBER: (281) 667-5876

WEBSITE: www.jwalkerenterprises.com (website under construction)

REPRESENTATIVE NAME: Deborah Kaiser

REPRESENTATIVE PHONE NUMBER: (713) 594-7060

REPRESENTATIVE EMAIL: jwe_1language@yahoo.com

PAYMENT TERMS: (✓) NET 10 DAYS

PRICING: \$3,000 per training day plus travel expenses (flight, hotel and rental car)
(This is a discounted rate as typical training fees are \$6,000 per day;
the discount of \$3,000 per day is donated as in-kind)

Training fees do not change depending on training topic,
training hours, or number of attendees.

EXHIBIT B

SCOPE OF SERVICES

Training & Technical Assistance Services

Modes of service delivery include:

- Small group training (any size)
- Large group training (any size)
- Keynote addresses
- On-site consultation
- On-site Executive coaching
- Implementation of Leadership Development Training Series curriculum
- Follow-up consultation via phone and email

Training and consultation topics include:

1. Leadership Development Training (“The 7C’s of Leadership Development”), including Leadership Development Training Series
2. Establishing Excellence as the Standard: Creating a “Program of Choice”
3. Team Building (“Becoming a United Front”, “Building Effective Teams”, “Overcoming Negative Attitudes”)
4. Parental Involvement: The Foundation of Your Program
5. The Keys to Establishing Significant Male Involvement
6. Outcomes (“Building Departmental Metrics”, “Increasing Service Delivery Outcomes”)
7. Positive Teacher/Child Interactions
8. Serving Children, Not Ourselves
9. ERSEA (“How to Be Fully Enrolled the First Day of School and All Year Long”)
10. Effective Case Management
11. Establishing a School Readiness Plan for Your Program
12. Excellent Customer Service
13. Strategic Planning
14. Diversity for the Workplace
15. Human Resources (“Hiring Well and Getting Out of the Way”, “Championing Your Employees by Developing Human Assets”)
16. Multi-Disciplinary Team Thinking
17. Board of Directors training
18. Policy Council training

A synopsis of each training topic is listed below:

Leadership Development Training Series

The philosophy of J Walker Enterprises is “in order to build a better product, invest in building better people.” One Language is J Walker Enterprises’ premiere concept that teaches and reinforces the essential fundamentals of Leadership and Development. One Language is a concept taught to executives, managers and staff alike to improve the overall presentation, productivity and morale of an organization. This concept has been proven to enhance all aspects of the organization’s performance. One Language will assist in translating the organizations’ Prime Directive into its mission, vision, goals, and activities.

The **Leadership Development Series** is a 6-12 month commitment to developing each Executive D 3 ; Director, Assistant Director, Content Area Manager, Center Manager, Supervisor and anyone who has a Management position. The purpose of the series is to foster the development of tangible skills designed to create in some cases and solidify in others a true sense of concrete ownership and managerial expertise. One Language is the foundational concept of this Series. Each participant will have to be committed for the duration of the course. Listed below are the different modules designed to facilitate the transition for each of the Leaders involved.

Module 1	Embracing the Choice of Excellence in Leadership
Module 2	Excellence and Ownership
Module 3	Building for Excellence
Module 4	Understanding Roles and Responsibilities
Module 5	Partnering for Success
Module 6	Buying into Your Employees Dreams
Module 7	Program Integration
Module 8	Multi-Disciplinary Team Thinking

In **Module 1, Embracing the Choice of Excellence in Leadership**, each participant will begin to understand exactly what it takes to create excellence in their departments and to become a Program of Choice. Participants will gain an understanding of why, as a leader, excellence should be their only choice. They will be taught strategies for creating result-based leadership. Leaders will further understand how to turn non-productive staff into staff that they can either count on or staff in need of liberation. This module will focus on principle-based leadership versus emotional-based management.

In **Module 2, Excellence and Ownership**, young leaders will begin to understand that excellence has a price and ownership has its privileges. We will work to unleash the excitement for each Leader and the possibilities for excellence in their respective departments. Also, we will establish the premiere driving force for each of the Leaders (Prime Directive).

In **Module 3, Building for Excellence**, the first step for each participant is to clearly identify their style of management. By understanding their management style, it will become clear to them as individuals what areas we should focus on in order to truly develop well-rounded leaders. Secondly, we will begin to identify each of the attributes in our staff that causes them to be considered our most valuable human assets.

Modules 1, 2 and 3 are facilitated in a 3-day retreat in order to create emersion for each participant. By allowing total emersion for the participant and utilizing both right and left brain exercises, we will create the needed paradigm shift for the facilitation of a lasting commitment to being developed as a strong leader. The training must be done in a facility that has a certain degree of ambiance while, at the same time, providing a serene setting that will allow the facilitation of in-depth internal investigation.

In **Module 4, Understanding Roles and Responsibilities**, the leaders will begin to truly identify every aspect of the roles and responsibilities in their areas. In accordance with industry standards of excellence (Head Start Program Performance Standards, Minimum Standards and National Head Start Association’s ‘Program of Excellence’ Achievement Indicators), we will create a venue for each leader to clearly articulate their priorities and to create a strategy for incorporating all roles and responsibilities in their daily activities. This directly results in the increase of service delivery outcomes.

In **Module 5, Partnering for Success**, each Leader will be taught the art of partnering for successful outcomes. The tool used will be the “9 Steps for Successful Partnering”. This tool is designed to provide a step-by-step guide for each leader to understand every component of the partnering process, resulting in the provision of excellent customer service to all internal and external customers. Upon completion of this module, leaders will be able to demonstrate a mastery of partnering with colleagues, staff and external customers in order to create lasting results.

In **Module 6, Buying into Your Employees Dreams**, leaders will be taught the art of the “negative reverse”. Negative reverse means doing the direct opposite of whatever people thought that you would do. In this module, we use negative reverse to buy into our employees dreams, aspirations, desires and future possibilities, thus creating employee loyalty. By focusing on positioning our employees to achieve those things that are nearest and dearest to them, we create, in turn, a driven and conscientious workforce who are committed to ensuring that our goals and objectives are met with a degree of excellence that we require. Furthermore, we ensure a succession strategy that facilitates the identification of future talent. By positioning this new talent through mentoring and coaching, we can prepare those individuals to take over the helm in various leadership roles as we experience retirement and/or natural attrition.

In **Module 7, Program Integration**, participants will gain a thorough knowledge of the impact that their position or department has on the total success of the program. This is a key concept in the building of effective teams. The foundation for building effective teams is to increase staff productivity while establishing professionals and productive working relationships within organizations. This introspective will allow and facilitative a greater depth in programmatic decision-making as well as create an insatiable need for ongoing, innovative thinking. This major value of program integration is a truer appreciation and approach as it pertains to the serving of both program internal and external customers.

In **Module 8, Multi-Disciplinary Team Thinking**, participants will learn strategies for creating multi-disciplinary team thinking in every aspect of programmatic decision-making and design. Leaders will begin to embrace the value of utilizing multi-disciplinary teams in their approach to even the most complex of issues, such as hiring and/or terminations. By utilizing multi-disciplinary teams, the very illusion of selfishness or isolation is removed

and the power of program unity is unleashed. By having individuals from a variety of program areas in on major decisions, the organization can be assured that its best interest in total is always represented, that processes are streamlined and that duplicity is always at a minimum.

Additional modules include “**Running an Effective & Efficient Head Start Program with Delegates**”, “**Site-Based Management**” and “**Preparing for a Successful Federal Monitoring Review**”.

All modules are custom-designed according to the needs of the individual organization. All of the modules are based on excellence as the standard and are designed to build the leaders and the program to become a true Program of Excellence.

The **Leadership Development Series** will include, but is not limited to, a 3-day kick-off retreat, monthly classroom training sessions, which includes distance learning and individual mentoring and coaching, as well as leadership and executive coaching, and the series will conclude with an end-of-the-year celebration.

The **Leadership Development Series** includes both individual and group work with both the grantee and delegate staff. In addition to monthly training sessions, the structure of the Leadership Development Series includes:

- **Discovery** is a 3-hour process which includes goal-setting, written assessments and executive shadowing.
 - Goal-setting is designed to create a thorough understanding of desired personal and organizational objectives for the purpose of developing results-oriented strategies.
 - Written assessments will include Temperament Intelligences and Multiple Intell 5 s assessment tools used to gain an understanding of how each leader processes information 1 as how they view their roles and responsibilities within their organization.
 - Executive and Leadership Shadowing will allow a realistic understanding of the environment including any constraints while facilitating the prospect for immediate win/win opportunities.
- **Ongoing leadership/executive coaching** will consist of phone contact, face-to-face individual and group coaching and emails.
- **Benchmarking** will consist of an initial assessment, ongoing monitoring and feedback and regular progress reports.
 - The initial assessment will consist of both a self-assessment and a professional assessment, establishing a baseline.
 - Ongoing monitoring and feedback will consist of email communication and tracking of completed project-driven assignments, personal and professional reading and interpersonal improvement strategies (monitoring will include both quality and efficiency).
 - The ongoing progress reports will be provided to both the leader and to the sponsoring organization (each leader will receive progress report with an opportunity to provide feedback prior to sponsoring organization receiving said report).
 - Monthly (or more frequent) reports will be provided to sponsoring organization if repeated non-compliance of participants occurs.
- **Back-end coaching** is designed to both provide continuous communication and to serve as constant reinforcement.
 - Continuous communication will greatly benefit coaching opportunities; this aspect allows direct interactions as needed and allows questions, answers and immediate feedback for all new learning.
 - Constant reinforcement will further support and reinforce the learning and new behaviors that have been established. This will create opportunities for leaders/participants to dialogue with their supervisors and obtain feedback/measurement along the process.
- The **Revelatory learning** approach includes departmental project-driven assignments, personal and professional reading and development as well as interpersonal improvement strategies.
 - The coach will partner with leaders in order to create strategies for the timely assignment and completion of all departmental projects.
 - Each leader will be assigned professional and personal reading assignments designed to increase their understanding and knowledge base.
 - Each leader will be given projects facilitating the creation and enhancement of their interpersonal leadership skills, focusing on timely communication, listening styles and responding in a professional manner.

At J Walker Enterprises, we believe that in order to create a better product, invest in building better people. The Return On Investment (ROI) derived from this Leadership Development Series will be immeasurable. We believe that programs investing in Leadership Development training should receive ROI in a variety of measurable ways, including but not limited to, the following:

- Increase in Leadership and Management Skills and Capacity.
- Increase in Employee Morale and Work Satisfaction.
- Increase in Multi-Departmental Team Thinking.
- Increase in Employee Commitment to the organization.
- Increase in Customer Satisfaction (internal and external customers).
- Increase in value of Interpersonal Communication within departments.
- Increase in Employee's Ability to Manage Burn-out.
- Increase in Staff Retention.

Developing the Leaders Within: The 7 C's of Leadership Development

This training session will allow participants to establish the permanent foundation for excellence both personally and professionally. Create organizational ownership, buy-in and concrete strategic direction utilizing the 7 C Leadership Development. Impact your organization's leadership team by truly enhancing all of the major areas of importance as it pertains to Clarity, Communication, Character development, Competence, Consistency, creating Cohesive teams of Committed professionals. This training will provide you with the insight necessary to immediately impact your organization. Your leaders will leave invigorated, energized and enthusiastic as they journey with me through the 7C's of Leadership Development.

Establishing Excellence as the Standard: Creating a "Program of Choice"

This training is designed to awaken the organizational passion for establishing Excellence as the Standard. Participants will learn the necessity of establishing One Language within their organization, creating a Prime Directive (a roadmap to excellence) as well as learning the components of becoming a "Program of Choice".

Building Effective Teams

Building effective teams is a concept that allows managers and staff alike the ability for resolving negative behaviors. It allows for the organization to develop a common vision while empowering others in the organization to walk firmly in their authority. The foundation for building effective teams is to increase staff productivity while establishing professionals and productive working relationships within organizations.

Parent Involvement

In this training, participants learn that it is imperative to empower the "Whole Child and Whole Family", including significant male involvement, in order to achieve long-term educational, social and economic success. Parental involvement is the foundation for social service programs in creating positive outcomes for all of its children and families.

The Keys to Successful Communication with Families: Establishing True Partnerships with Parents

This exciting, highly interactive training session will give participants the tools to engage parents and to build a strong partnership with them in order to create positive outcomes for all children and families. Participants will be taught the elements of effective communication in order to establish a true partnership with families. This solid partnership will then be in place in order to address any potential challenging issues with the child or the family as well as successfully dealing with challenging parents. Participants will be given practical strategies in order to effectively deal with difficult parents as well as tips in sharing potentially upsetting information with parents. This training session will provide participants with the needed skills in order to achieve a level of comfort and confidence in successfully dealing with challenging parents.

Parental involvement is one of the major predictors of school success. This training session will also provide innovative ways to attract and retain parental involvement, including father or significant male involvement. By implementing our strengths-based approach to parental involvement, programs will yield multiple benefits of having true parental involvement within the program. Having parents involved in all level of programming will further strengthen relationships with parents and communication with parents will be solidified.

Building Departmental Metrics: Creating the Foundation to Measure the Results of Each Department

Building Departmental Metrics is a very exciting and important training that will provide Managers and the Head Start/Early Head Start Director with the tools to measure how each department is progressing with its goals and objectives. It will ensure that each department is hitting each its marks as it pertains to compliance as well as with

each of its goals. Now more than ever, it is vital for Head Start & Early Head Start programs to prove its value and metrics is the way to do it!

Increasing Service Delivery Outcomes

This training will provide individuals and organizations will gain a firm appreciation and understanding of the need to develop its human assets. J Walker Enterprises' philosophy is, "in order to build a better product, invest in building better people". Just as individuals do not work for the organization (they work for individual managers within the organization), outcomes are not driven by the organization, but, rather, they occur as a result of the committed individuals who work and serve within the organizational structure. By grasping the concept of investing in your human assets, organizations position themselves to secure and increase their market share.

Positive Teacher/Child Interactions

This session assists staff in getting touch with why they selected to work with low-income and at-risk children and families. It is essential that staff, particularly teaching staff, are in tune with why they chose the incredibly important job that they have and that their focus is truly serving children and families – establishing positive teacher/child relationships that focus on providing children the "head start" that they need for school success.

Serving Children, Not Ourselves

This training is designed to assist attendees in getting in touch with why they originally chose to work with at-risk children and families and why they are still in this field. This training will awaken the passion inside each attendee and will re-focus them to establish excellence in their work and to provide high quality services to children and families. This shift will empower your staff to re-dedicate themselves to the important that they do each day and to producing results for your organization.

How to Be Fully Enrolled at all Times

This is a highly interactive training that is focused on creating programmatic strategies to ensure that your program is fully enrolled the first day of school and every day thereafter. This training includes how imperative it is to be fully enrolled at all times as well as practical, out-of-the-box strategies that can be immediately implemented in your program. This results-based training is a must for all programs!

Establishing a School Readiness Plan for Your Program: Preparing Children and Families for True Success

This exciting and highly interactive training addresses:

- Defining School Readiness
- Key Components of School Readiness
- Utilizing your Programmatic Data to Measure School Readiness
- Creating a School Readiness Plan for your Children & Families
- Tracking Children During and After Early Head Start & Head Start

Case Management for Results: The Art of True Case Management

In this highly energetic, hands-on training, tenured and new family advocates will begin to discover and understand the difference between simply making referrals and working hand-in-hand with families to truly provide families with needed assistance. All too often, as case managers, we settle for providing minimal assistance from a far-removed and less personal position. However, the Art of Case Management will inspire and empower family advocates from any organization to desire not only to connect families with needed resources, but to also walk families through needed processes to truly ensure that their needs have been met.

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In this module, family advocates will understand the importance of establishing personal rapport with boun ue families they serve and key decision-makers within the organizations that provide assistance to their customers. Family advocates will leave Module #1 with an excitement for service and a commitment to deepen both primary contact with families and successful assurance of service delivery for their families. Family advocates will also truly understand how to package all of the services provided by their organization and to tailor those services to meet the needs of their internal and external customers. Finally, family advocates will begin to appreciate their families from a customer service perspective rather than a community-client interaction. Organizationally, this training will provide the foundation for increasing efficiency and effectiveness while, simultaneously, establishing the organization's family advocates as industry experts and capturing thousands of needed in-kind dollars.

Excellent Customer Service

As a result of the growing number of competitors in the early education market, it is paramount for organizations to practice excellent customer service. Our customer service trainings are designed to teach participants the five most

important aspects of customer service. The training is also structured to show practical application of excellent customer service and to infuse the customer service model into the organization's way of doing business.

Strategic Planning

This Strategic Planning Retreat will result in the development of the major Strategic Goals and Objectives and strategies to meet the goals and objectives. In addition, a Strategic Alignment Work Plan will be created that includes Tasks, Action Items, Strategic Support, Success Indicators and Timelines. Participants will also gain an insight and working knowledge of creating real work that affects and directly impacts the organization's strategic plan. In today's workforce, the old 80/20 adage is alive and well!

Diversity for the Workplace

In this fast-paced, highly interactive session, participants will learn how to strategically align the organization's goals with the actual daily activities of its diverse population. An understanding will be gained for involving multiplicity while utilizing a range and assortment of individual talents within the organization, creating a diverse population thus facilitating a synergistic organizational mixture. The focus is to align organizations' diversity and work to create the greatest possible return on organizational investment.

Hiring Well and Getting Out of the Way

All too often in organizations across the country, executives, department managers and employees are not clear about the organization's strategic goals and objectives. As a result, each organization must employ a consistent, hands-on approach to leadership and management. However, in change management 2007, the model is to align the organization's strategic plan with its daily work activities, allowing for a very clear and concise roadmap to achieve organizational objectives. By doing so, organizations are now empowered to employ individuals with outstanding skill sets and allow, through the utilization of the speed of trust, those individuals to perform in a manner consistent with their skill sets. As a result of the organization's talent pool, a less hands-on approach can now be utilized, allowing key executives to focus on organizational direction and future growth opportunities rather than get caught in the quagmire that is day-to-day operations.

Championing Your Employees

In order to build a better product, invest in building better people! One Language is a concept taught to improve overall presentation, productivity and morale of an organization. One Language fosters the development of individuals for the purpose of strengthening the entire organization. This session will also explore the benefits of succession planning to both the individual and to the organization as a whole.

Multi-Disciplinary Team Thinking

It is essential in this day and time with economics, political pressure and the needs of children and families ever-changing and ever-increasing that organizations pose themselves to create optimal efficiency and effectiveness. Multi-Disciplinary Team Thinking is a concept taught by J Walker Enterprises that assists each content area and department in creating needed integration. Integration only occurs when individuals within departments and content areas truly understand all of the capabilities of the other departments and content areas within their organization. In our fast-paced, highly interactive training, we will create a foundation for greater understanding of both the individual temperaments of the individuals in the departments as well as the major focus of each content area and/or department. J Walker Enterprises accomplishes this incredible feat by utilizing a variety of paradigm-shifting strategies, including focusing on the Installation of One Language, Strategic Diversity for the Workplace, and Building Effective Teams.

Board of Directors and Policy Council Training

This training is important to the development and the maintenance of a strong and dedicated Board and/or Policy Council. It is important for Board and Policy Council members to understand their roles and responsibilities as it pertains to their ability to assist the organization in its forward movement and growth. This training allows for the framing of the Board and Policy Council positions in order to facilitate the maximization of an increased individual ability to assist the organization in becoming a Program of Excellence. This training will inspire and empower your Policy Council and/or Board to truly partner with key management staff in the accomplishment of your program goals and objectives.

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

J WALKER ENTERPRISES, 2604 COTTAGE CREEK CT., PEARLAND, TX 77584

PRICING SHEET: NIGP CODE 9183806, 91838

Vendor Number: 2011001221 0

Certificates of Insurance Required

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