

SERIAL 14086 RFP CONSULTANT AND PROCESS IMPROVEMENT (KAIZEN) SERVICES

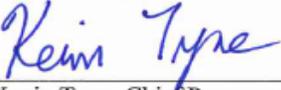
DATE OF LAST REVISION: December 22, 2016 CONTRACT END DATE: December 31, 2017

CONTRACT PERIOD THROUGH DECEMBER 31, 2015 2016 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **CONSULTANT AND PROCESS IMPROVEMENT (KAIZEN) 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 **December 18, 2014 (Eff. 01/01/15.)**

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.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

IG/at
Attach

Copy to: Office of Procurement Services
~~Christopher Fazio, Flood Control Services~~
Kenneth Proksa, Flood Control Services



CONTRACT PURSUANT TO RFP

SERIAL 14086-RFP

This Contract is entered into this 18th day of December, 2014 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and West Monroe, an Ohio corporation (“Contractor”) for the purchase of Consultant and Process Improvement (Kaizen) services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of (1) year, beginning on the 1st day of January, 2015 and ending the 31st day of December, ~~2015~~ ~~2016~~ **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 (2) 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 adjustment must be submitted sixty (60) days prior to the Contract expiration date. 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 one (1) legible copy 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
 - Engagement number
 - Invoice number and date
 - Payment terms
 - Date of service or delivery

- Description of service provided
- Extended price
- 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 (<http://www.maricopa.gov/Finance/Vendors.aspx>).

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.

3.4 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.4.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.5 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.5.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.6 APPLICABLE TAXES:

3.6.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.6.2 State and Local Transaction Privilege Taxes: Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.6.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including

transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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.
- 5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

Contractor will defend Company against any third party claim alleging that the Deliverable infringes such party's copyrights or trade secrets, at Contractor's expense, and will pay any costs or damages that may be finally awarded against Company as a result of such claim, provided Company notifies Contractor promptly of such third party claim and provides Contractor with reasonable assistance and the sole authority to defend and settle such claim. Contractor will have no obligations pursuant to this section to the extent such third party claim is caused by: (i) misuse or modification of the Deliverable by or on behalf of Company, or use of the Deliverable in breach of the terms of the Agreement; (ii) Company's failure to use corrections or enhancements made available by Contractor; (iii) Company's use of the Deliverable in combination with any product or information not owned or developed by Contractor; (iv) Company's distribution, marketing or use for the benefit of third parties of the Deliverable; or (v) information, direction, specification or materials provided by Company or any third party. Contractor shall not settle any claim or suit that requires admission of fault by Company without the prior written consent of Company. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either: (a) procure for Company the right to continue to use the Deliverable; or (b) replace or modify the Deliverable with a non-infringing equivalent; or (c) direct the return of the Deliverable and upon such return Contractor shall refund a prorated portion of the fees paid under the applicable Statement of Work for such Deliverable based on a five year straight line depreciation from the date of initial delivery. The remedies set forth in this section constitute Company's sole and exclusive remedies and Contractor's entire liability with respect to infringement.

- 6.1.1 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.
- 6.1.2 The scope of this indemnification does not extend to the sole negligence of County

6.2 INSURANCE:

- 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, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, 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 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.10 Professional Liability Insurance:

If applicable, with limits per claim and annual aggregate of \$1,000,000.

6.2.11 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.

6.2.12 Workers' Compensation:

6.2.12.1 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

6.2.12.2 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.

6.2.13 Certificates of Insurance.

6.2.13.1 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.**

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

6.2.13.3 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.

6.2.14 Cancellation and Expiration Notice.

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

6.2.15 Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3 INSPECTION OF SERVICES:

6.3.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.3.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.3.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.3.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.3.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.3.4.2 Terminate the Contract for default.

6.4 **PROCUREMENT CARD ORDERING CAPABILITY:**

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

6.5 **NOTICES:**

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

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

West Monroe Partners
Attention: Legal
222 West Adams Street, 11th Floor
Chicago, IL 60606

6.6 **REQUIREMENTS CONTRACT:**

6.6.1 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.

- 6.6.2 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.
- 6.6.3 **Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.** ~~Purchase orders will be cancelled in writing.~~

6.7 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.

6.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.9.1 **Deliver the supplies or to perform the services within the time specified in this contract or any extension;**~~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.~~
- 6.9.2 **Make progress, so as to endanger performance of this contract;** ~~or 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.~~
- 6.9.3 **Perform any of the other provisions of this contract;**~~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.~~
- 6.9.4 **The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.**~~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.~~

6.10 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.11 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.

6.12 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.

6.13 ADDITIONS/DELETIONS OF SERVICE:

6.13.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.13.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.14 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.15 SUBCONTRACTING:

6.15.1 Maricopa County has approved the contractor to subcontract with LX Consulting, LLC. and approved a markup of 10% for any pass-through ~~cost~~ transactions.

6.16 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.

6.17 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.17.1 In accordance with section MCI 371 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.

6.17.2 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.

6.17.3 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.

6.18 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.19 ~~VALIDITY 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.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

IP Rights" means with respect to a party: (i) such party's intellectual property, methodologies, templates, concepts, data, algorithms, formulas, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, programs, systems, tools, source code, object code, databases, applications, engine protocols, routines, models, displays and manuals as in existence prior to the Agreement or developed outside the Agreement, and any derivative works of any such items developed pursuant to the Agreement; (ii) any works created solely by such party under the Agreement; and (iii) any patents, patent rights, copyrights, trade secrets, trademarks, trade names, service marks and other intellectual property associated with the works listed in (i) or (ii).

Contractor owns and will continue to own all right, title and interest in the IP Rights of Contractor, excluding any Company Confidential Information contained therein. Upon payment, Contractor grants to Company a non-exclusive license to use the Deliverables for Company's internal business purposes. To the extent Company acquires any ownership rights in the IP Rights of Contractor, Company hereby assigns those rights to Contractor and will cause each of its employees and each employee of its contractors to waive their respective moral rights in and to such IP Rights.

6.20.1 LIMITATION OF LIABILITY:

Notwithstanding anything to the contrary in the Agreement or in any other documents associated with the work provided hereunder, Contractor's total liability arising out of the Agreement for all claims in any manner arising in connection with the Agreement (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise, whether arising from contractual or extra-contractual liability) shall be the payment of direct damages and such damages in no event shall: (i) exceed in the aggregate the fees Contractor receives hereunder for the portion of the work giving rise to liability under the applicable Statement of Work; or (ii) include any indirect, special, consequential, incidental, punitive or exemplary damages or loss (including business interruption, lost profits, lost savings or lost business), even if it has been advised of their possible existence.

6.20.2 WARRANTY:

Contractor warrants that the Services shall be performed with reasonable care in a diligent and workmanlike manner, consistent with industry standards. Contractor's sole obligation and liability and Company's sole and exclusive remedy for breach of this warranty shall be for Contractor to perform any Services brought to its attention within thirty (30) days after the Services are performed. Contractor does not warrant and is not responsible for any third party products or services, if any. Company's sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against Contractor.

THIS SECTION CONTAINS CONTRACTOR'S ONLY WARRANTY ARISING OUT OF PROVISION OF THE WORK, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, NON-INFRINGEMENT, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, INTERFERENCE WITH ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

6.20.3 CONFIDENTIAL INFORMATION:

"Confidential Information" means information in tangible and/or electronic form that relates to a party's past, present, and/or future research, development, business activities, products, services and technical knowledge that is disclosed by and designated as confidential by one party ("Discloser") to the other ("Recipient"). During the course of Contractor performing Services for Company, each party may be given access to the other party's Confidential Information. Recipient agrees to: (i) protect Discloser's Confidential Information in a reasonable and appropriate manner to the same extent it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event less than a reasonable manner; and (ii) use and reproduce Discloser's Confidential Information only to perform its obligations and exercise its rights pursuant to the Agreement. Recipient may share Discloser's Confidential Information with its employees and third parties that assist Recipient in its performance of its obligations and the exercise of its rights pursuant to the Agreement and who are subject to non-disclosure obligations no less restrictive than those set forth herein. The obligations set forth in this section shall not apply to information which is: (a) publicly known; (b) already known to the Recipient; (c) disclosed to Recipient by a third party

who is not, to Recipient's knowledge, under a confidentiality restriction with respect to such Confidential Information; or (d) independently developed by the Recipient. Disclosure of Confidential Information pursuant to applicable law, a subpoena or other validly issued administrative or judicial process, including a Freedom of Information Act request or public record request, shall not be a breach of Recipient's obligations, provided that Recipient shall provide prior notice to Discloser of such disclosure if permitted by law. Discloser, or its licensors, owns and will continue to own Discloser's Confidential Information.

6.21 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.

6.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.22.1 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.

6.22.2 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.

6.23 CONTRACTOR LICENSE REQUIREMENT:

6.23.1 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.

6.23.2 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.

6.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.24.1 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:

6.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.23.1.2 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;

6.23.1.3 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

6.23.1.4 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.

6.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.24.3 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.

6.25 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.

6.26 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

6.27 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.

6.28 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:

- 6.28.1 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,
- 6.28.2 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.

6.29 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.

6.30 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.30.1 Exhibit A, Pricing;
- 6.30.2 Exhibit B, Scope of Work;
- 6.30.3 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy.

6.31 FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.32 **SUSPENSION OF WORK**

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.33 **STOP WORK ORDER**

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.33.1 Cancel the stop-work order; or

6.33.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.33.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.34 **NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.35 **ISRAEL BOYCOTT:**

By submitting this proposal the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 et seq.

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

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

**EXHIBIT A
PRICING**

SERIAL 14086-RFP
 NIGP CODE: 91883
 RESPONDENT'S NAME: WEST MONROE PARTNERS
 COUNTY VENDOR NUMBER : _____
 ADDRESS: 230 West Street, Suite 500
 TELEPHONE NUMBER: 614-372-7300
 FACSIMILE NUMBER: 614-372-7310
 WEB SITE: <http://www.westmonroepartners.com/>
 CONTACT (REPRESENTATIVE): Bryan Slepian
 REPRESENTATIVE'S E-MAIL ADDRESS: bslepian@westmonroepartners.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.
 FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.
 RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

- | | | |
|---|---|---|
| <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 |

RESPONDENT PROPOSES TO FURNISH ALL SERVICES AND RELATED MATERIALS AS STATED IN THE SCOPE OF WORK AT THE HOURLY RATES SPECIFIED BELOW. FOR EACH INDIVIDUAL ENGAGEMENT, AN ENGAGEMENT SCOPE OF WORK WILL BE DEVELOPED, AND LEVEL OF EFFORT (HOURS) WILL BE NEGOTIATED TO DEFINE A NOT-TO-EXCEED PRICE FOR THE ENGAGEMENT.

Name	Role	Hourly Rate
Bryan Slepian	Sr. Manager, Engagement Lead, Lead Facilitator	\$300

Estimated Project Costs

Activity/Item	Hours/Description	Cost
Kaizen Pre-Event Meeting	4	\$1,200
Kaizen Event	36 (Mon 6, Tue 11, Wed 11, Thu 8)	\$10,800
Total Professional Fees	40	\$12,000
Airfare	Roundtrip flight from Columbus	\$500
Lodging	4 nights	\$600
Car Rental	4 days	\$215
Meals & Incidental	4 days (\$71/Day from GSA)	\$284
Total Travel Cost		\$1,599 (13.3%)
Total Estimated Project Cost		\$13,599

EXHIBIT B
STATEMENT OF WORK

1.0 EXECUTIVE SUMMARY

West Monroe Partners (WMP) will leverage lean principles and Kaizen methodology to assist the Flood Control District of Maricopa County in improving customer service and service delivery of the Floodplain Use and/or Right of Way Use Permit Process. The primary approach will be a 3½ day Kaizen event with 8 – 12 participants, facilitated by an experienced lean practitioner. Key activities within the Kaizen event include; provide Lean overview/training, document current state map and metrics, identify value added activity and waste, brainstorm and prioritize current state issues and opportunities, brainstorm and prioritize future state alternatives, plan and conduct (if possible) future state pilot, create implementation plan.

Approximately three weeks prior to the Kaizen event, the Lean facilitator will meet with key stakeholders to agree on scope, goals, objectives and measures of success for the Kaizen event. We will also determine logistics and participants. A successful Kaizen event will have a diverse mix of participants that include those that are closest to the work (employees that actually perform the work), those that can provide outside perspective (energetic employees that work in another department, but may have process improvement experience or an improvement mindset), and, ideally, current customers of the process (or at least someone that can represent the customer’s issues, needs and requirements)

The end result of the Kaizen event will be a future state process with a set of prioritized recommendations and an action plan (with owners and dates) for implementation. As time allows, the team will complete action items and test new processes with the Kaizen event.

2.0 PROPOSAL

2.1 Lean Facilitator

Bryan Slepian is an ASQ certified Lean Six Sigma Black Belt. He has over 14 years of experience helping clients achieve increased profitability and improved customer experience through the application of lean and six sigma methodologies within a variety of industries, including state and federal government, financial services, healthcare, retail and supply chain.

Bryan is a Senior Manager in the Operations Excellence practice and leads the Lean Center of Excellence (LCOE). He established the LCOE to develop and administer standards related to Lean Six Sigma project methodology - specifically, to ensure a consistent set of messaging, delivery approaches, and training curriculum applied across all the industries in which WMP serves.

Relevant Process Improvement Experience: Lead cross-functional teams to identify and eliminate waste from the current state process; develop a future state process which focuses on customer value-add and achieves improvements in service, cost and quality. In all of these examples, Bryan served as the engagement leader and/or lead facilitator

2.2 Internal Improvement Initiatives

As a consulting firm, our primary mission is helping our clients solve their most complex challenges and improve business performance and we realize that there are many factors that influence our ability to provide exceptional service and a positive client experience. We continuously strive to improve our internal operations and solution approaches which allow us to focus our time and effort on value-added activities.

Title	Context	Goals/Results
Docusign Implementation	Every engagement we perform requires a contract, signed by a WMP director and a client director. A standard, efficient process did not exist. Contracts	<ul style="list-style-type: none"> • Simplify the process and experience for both client and WMP • Improve quality (avoid lost documents or misfiled documents) • Reduce hand-offs

	<p>were emailed, faxed, mailed or hand delivered to the client for signature – then the client had to sign and either mail, scan and email, fax or hand deliver back to the WMP engagement manager. The contract was returned to our office, and waited for a director signature. Once signed, a scanned copy was saved and the original was mailed to our legal department for storage</p>	<ul style="list-style-type: none"> • Eliminate paper copies and storage • Reduce lead time from weeks to hours
<p>Concur Expense</p>	<p>Submitting expenses for reimbursement was a manual, paper intensive process. Consultants were required to key in all expenses to a home grown IT system then submit paper receipts greater than \$25 to the A/P department. These receipts were manually reconciled against the IT system and manual updates were required to the payroll system for employee reimbursement</p>	<ul style="list-style-type: none"> • Simplify the process and experience for consultants and A/P department • Change threshold to \$75 • Allow mobile capture of receipts (take a picture with phone) to automatically create an expense line item • Eliminate all paper and the need to manually reconcile receipts with expenses • Automatically generate reimbursement payments • 80% reduction in cycle time for processing expense reports • Lead time reduced from weeks to hours
<p>Distribution Center Project Timeline</p>	<p>The duration for a typical project we perform at distribution centers is 8 weeks. The expectation is that consultants should be performing 40 hours of chargeable work per week – if this were the case, these projects could be completed in 6 weeks. There are multiple factors that prevent consultants from hitting 40 hours per week. A few key factors include extra time to travel to and from remote areas where DCs are typically located and our dependence upon the shift times. The majority of the work entails process observation done onsite, and if the shift ends early – which happens often, there is not much other work we can perform.</p>	<ul style="list-style-type: none"> • Project tasks were re-sequenced to balance on-site workload with off-site workload to increase consultant utilization • Project duration was reduced from 8 weeks to 7 weeks (same amount chargeable work) • Increase in revenue since consultants were reassigned to new projects 1 week sooner

3.0 APPROACH:

3.1 Kaizen Pre-Event Meeting

Approximately three weeks prior to the Kaizen event, the Lean facilitator will meet with key stakeholders via phone or video conference for a 2 – 4 hour meeting.

Proposed Agenda Items:

- Understand critical issues
 - What is the purpose of this event?
 - Why is it taking place?
 - What is the desired outcome?
 - What are the boundaries of the activity?
- Understand and discuss high-level process steps (value stream map)
- Develop scope statement based upon agreement of critical issue focus
- Define goals and objectives for kaizen event
- Define measures of success for event
- Identify pre-work for event: what, who to complete, etc.
- Identify Kaizen team participants
- Finalize event logistics (date, location, supplies, etc.)

3.2 Kaizen Event

A 3½ day event, Monday 1PM – Thursday 5PM, facilitated by an experienced lean practitioner (Bryan Slepian). Ideal number of participants is between 8 and 12 (to be finalized during pre-event meeting).

3.3 PROPOSED AGENDA:

Day	Task	Goal/Theme	Duration
Monday 1PM – 5PM	Introductions	<ul style="list-style-type: none"> • Project sponsor kick-off, opening remarks • Team introductions and expectations • Kaizen overview (scope, ground rules, etc.) 	60 minutes
	Lean Training	<ul style="list-style-type: none"> • Introduce lean concepts (time based strategy, value-add / non-value add, 7 wastes, flow, pull, jidoka, rules in use, cellular processing, 5S, etc. 	60 minutes
	Process Mapping Exercise	<ul style="list-style-type: none"> • Teams practices creating swim lane map based on narrative example 	45 minutes
	‘Muda’ walk	<ul style="list-style-type: none"> • Current state observation • Identify waste • Team debrief 	60 minutes
	Daily wrap up	<ul style="list-style-type: none"> • Team shares key learnings • Plus/Delta feedback 	15 minutes

Day	Task	Goal/Theme	Duration
Tuesday 8AM – 5PM	Current State Mapping	<ul style="list-style-type: none"> • Create swim lane map of current state • Identify value added activities 	180 minutes
	Current State Metrics	<ul style="list-style-type: none"> • Team gathers current state metrics (volume, inventory, lead time, cycle time, %complete and accurate, rolled first pass yield, rework, process steps, hand-offs, decision points, delays, etc.) 	60 minutes
	Kaizen Newspaper	<ul style="list-style-type: none"> • Introduce Kaizen newspaper to track action items throughout (and after) the event 	30 minutes
	Issues and Opportunities	<ul style="list-style-type: none"> • Brainstorm issues and opportunities • Affinitize and prioritize 	150 minutes

		<ul style="list-style-type: none"> • Root cause analysis 	
	Future State Vision	<ul style="list-style-type: none"> • Team provide list of adjectives / characteristics to describe the future state process to be created 	45 minutes
	Daily wrap up	<ul style="list-style-type: none"> • Team shares key learnings • Plus/Delta feedback • Leadership update 	15 minutes
Wednesday 8AM – 5PM	Brainstorm Solutions	<ul style="list-style-type: none"> • Brainstorm solutions and gain consensus 	180 minutes
	Prioritize Solutions	<ul style="list-style-type: none"> • Plot solutions against impact/difficulty matrix 	60 minutes
	Future State Map & Metrics	<ul style="list-style-type: none"> • Create swim lane map of future state • Estimate future state metrics (compare with current state) 	150 minutes
	Pilot	<ul style="list-style-type: none"> • Establish metrics to monitor performance • Simulate new process • Refine based on results 	75 Minutes
	Daily wrap up	<ul style="list-style-type: none"> • Team shares key learnings • Plus/Delta feedback • Leadership update 	15 minutes
Thursday 8AM – 5PM	Pilot	<ul style="list-style-type: none"> • Simulate new process • Refine based on results 	180 minutes
	Action Items	<ul style="list-style-type: none"> • Brainstorm and document specific action items required to implement new process 	60 minutes
	Report out Prep	<ul style="list-style-type: none"> • Team prepares report out • Rehearsal 	150 minutes
	Leadership report out	<ul style="list-style-type: none"> • Team presents report out 	60 minutes
	Event wrap up	<ul style="list-style-type: none"> • Next steps • Team shares key learnings • Plus/Delta feedback 	30 minutes

3.4 EVENT DELIVERABLES:

- Leadership Report out (Power Point)
 - Recommendations, Estimated benefits, etc.
- Current state swim lane map (paper and post-it notes, photograph)
- Future state swim lane map (Visio or other mapping software)
- Kaizen newspaper - action items with owners and dates (Excel)
 - Will include prioritized list of issues/opportunities and solutions

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

WEST MONROE PARTNERS LLC, 222 WEST ADAMS STREET, 11TH FLOOR, CHICAGO, IL 60606

PRICING SHEET: NIGP CODE 91883

Terms: NET 30

Vendor Number: ~~2011005623-0~~ **VC0000006520**

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2017** ~~2016 2015~~.