STATE OF NEW HAMPSHIRE APPROVAL SIGNATURE PAGE

VENDOR HESSEL AND ASSOCIATES, LLC

CONTRACT FOR AWARD OF BID2-14 FOR TRAINING SERVICES

EFFECTIVE THROUGH August 31, 2016

* * * * * * *

PROPOSED BY: _____
ROBERT B. LAWSON
PURCHASING AGENT,
PURCHASE & PROPERTY

DATE PROPOSED: 6/18/13

RECOMMENDED BY: _____
ROBERT D. STOWELL,
ADMINISTRATOR
PURCHASE & PROPERTY

DATE RECOMMENDED: 6/19/13

ENDORSED BY: _____
MICHAEL P. CONNOR
DEPUTY COMMISSIONER
DEPT. OF ADM. SERV.

DATE ENDORSED: 7/2/13

APPROVED BY: _____
LINDA M. HODGDON
COMMISSIONER,
DEPT. OF ADM. SERV.

DATE APPROVED: 7/2/13

Subject: Training Services - SOFT SKILLS & COMPUTER SKILLS WORKSHOPS

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Hessel and Associates, LLC		1.4 Contractor Address 5 Timber Lane, Brattleboro, VT 05301	
1.5 Contractor Phone Number 802 251-0048	1.6 Account Number	1.7 Completion Date August 31, 2016	1.8 Price Limitation $10,000.00
1.9 Contracting Officer for State Agency Robert Lawson, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3147	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Greg Hessel, Principal	

1.13 Acknowledgement: State of , County of

On 6/17/2013 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Crystal Wood

1.13.2 Name and Title of Notary or Justice of the Peace

Crystal Wood, notary exp - 2/5/17

CRYSTAL WOOD NOTARY PUBLIC STATE OF WISCONSIN

1.14 State Agency Signature Linda M Hodgdon	1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Administrative Services

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On:

1.18 Approval by the Governor and Executive Council

By: On:

Contractor Initials: G. H

Date: 6/17/13

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

Contractor Initials GH
Date 6/12/13

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

Contractor Initials G.H
Date 6/17/13

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials 6.11
Date 6/17/13

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

Contractor Initials GH
Date 6/17/13

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials G. H
Date 6/17/13

EXHIBIT A
SCOPE OF SERVICES

GLOSSARY OF TERMS

Terms used in this document are defined as follows:

- State – State of New Hampshire
- BET – Bureau of Education and Training
- BPP – Bureau of Purchase and Property
- Information Technology – refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies
- Normal Business Hours – 8:00 am to 4:00 pm EST, Monday through Friday, excluding State holidays

1. INTRODUCTION

Hessel & Associates, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with Training Services – Soft Skills Workshops in accordance with NH State Bid #2-14 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Scope of Services
c. EXHIBIT B Payment Schedule
d. EXHIBT C Special Provisions
e. EXHIBIT D RFB 2-14

Contractor Initials G. H
Date 6/17/13

3. TERM OF CONTRACT

This contract shall commence upon the approval of Commissioner of the Department of Administrative Services through August 31, 2016, a period of approximately three (3) years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the Bureau of Purchase and Property, subject to the approval of the Commissioner of the Department of Administrative Services; however the contract shall not exceed a period of more than five (5) years.

All services shall remain in effect from the commencement of the contract to the initiation of a future contract, not to exceed ninety (90) days without a formal contract extension.

4. TERMINATION

The State of New Hampshire shall have the right to terminate the Contract at any time by giving the Contractor a thirty (30) day written notice.

5. SCOPE OF SERVICES - GENERAL REQUIREMENTS

Contractor shall provide training services for professional courses and workshops for Department of Administrative Services (DAS) and NH Bureau of Education & Training (BET).

Contractor shall be responsible for all set-up, administration, course materials, contractor travel expenses and all other costs associated with providing a class at a BET training site in Concord NH.

Services shall be consistent with all the terms and conditions set forth in this Contract.

Contractor shall be solely responsible for meeting all terms and conditions in this Contract.

Contractor Initials G.H
Date 6/17/13

6. ELIGIBLE PARTICIPANTS

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate at their discretion. In doing so, they are entitled to the prices established under the Contract. However, they are responsible for their association with the Contractor. The State of New Hampshire assumes no liability of any kind between the Contractor and any of these entities.

7. BALANCE OF COURSE OFFERINGS

During the term of this Contract, BET may request that the Contractor provide a course not already specified. BET will provide the Contractor with a specific training request and the number of students to participate. The Contractor will provide a written price quotation that may not exceed $600 for any single day of training. BET may negotiate that price to remain within certain budget criteria.

8. QUALITY ASSURANCE AUDITING

The State shall have the option to send a BET employee to each course to observe and review the quality of the presentation.

9. CLASS EVALUATION FORMS

The Contractor shall distribute a BET provided evaluation form to all participants in any class.

10. COURSE EVALUATION REPORT

Within two (2) weeks from the end of any class, the Contractor shall submit a report, with participant class assessments, to the BET. The report shall include the student evaluations of the class instructor and course. Report format will be provided to the Contractor by the BET.

11. COURSE SCHEDULING

The BET shall work with the Contractor to schedule classes at a mutually agreeable date and time.

Contractor Initials G.H
Date 6/17/13

12. STATE AGENCY WORK SPACE

Contractor shall provide training on-site at State of New Hampshire BET training room facilities. The BET will provide necessary workspace, facilities and office equipment, including desktop computers, and will work with the Contractor to ensure that all other necessary requirements are in place at time of classes.

13. QUALIFICATIONS

Instructors who will provide training in Management and other Non-Technical training courses shall have a Masters degree in Business, Public Administration, Organizational Development, or other appropriate certifications, and shall have a minimum of three years experience in adult training and education.

14. SPECIAL SITUATIONS

During the term of the contract BET may have a need to offer a course but due to low enrollment or some other budgetary constraint it would not be feasible to offer the course at the contracted price. In such a situation BET and the Contractor may negotiate an acceptable price for the presentation of that class so as to remain within the available budget.

15. OBLIGATIONS and LIABILITY OF THE CONTRACTOR

Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform a training class.

Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.

The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

Contractor Initials 6/17/13 - G.H
Date

EXHIBIT B
PAYMENT TERMS

The contract price limitation for this contract is $10,000.00. The following pricing and payment terms apply:

INVOICING:
Invoices shall be submitted after completion of work to the requesting agency.

No reimbursement by the State for travel time or mileage shall be allowed.

PAYMENTS:
Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction. Said payments shall be made electronically or by a check mailed to the address in Section 1.4 of this Contract.

COST TABLES

COST OF SERVICES:

The Contractor shall provide Training Services as set forth in Exhibit A, according to the following pricing.

Contractor Initials G.H
Date 6/12/13

COST TABLES

SECTION 3 - SOFTSKILLS		
SUBMITTED PRICING MAY NOT EXCEED $600 PER DAY, PER COURSE, INCLUDING TRAINING MATERIALS		
	Total Cost	Course
Topics	Per Day	Duration
Lean Process Improvement Techniques	$600.00	1 Day
Conducting Effective Meetings	$600.00	1 Day
Mediation classes	$600.00	1 Day
Leadership	$600.00	1 Day

EXHIBIT C
SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per incident and no less than $1,000,000 in excess/umbrella liability each occurrence; and

2. There are no other special provisions for this contract.

Contractor Initials G.H
Date 6/17/13

EXHIBIT D

RFB 2-14 is incorporated herewith.

Contractor Initials G.H
Date 6/17/13

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I. Greg Hessel, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of Hessel and Associates LLC
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Hessel and Associates LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

(Contract Signatory - Signature)

6/17/13
(Date)

STATE OF Wisconsin

COUNTY OF Manitowoc

On this the 17 (Day) day of June (Month) 20 13 (Yr), before me Crystal Wood (Name of Notary Public / Justice of the Peace), the undersigned officer, personally appeared Greg Hessel (Contract Signatory – Print Name), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

CRYSTAL WOOD NOTARY PUBLIC STATE OF WISCONSIN

(NOTARY SEAL)

Crystal Wood
(Notary Public / Justice of the Peace -Signature)

Commission Expires 2/5/17

NEW HAMPSHIRE

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online

Date: 6/7/2013

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Hessel & Associates LLC	Legal
Hessel & Associates LLC	Home State

Limited Liability Company - Foreign - Information

Business ID:	628432
Status:	Good Standing
Entity Creation Date:	3/31/2010
State of Business.:	VT
Principal Office Address:	5 Timber Lane Brattleboro VT 05301
Principal Mailing Address:	No Address
Last Annual Report Filed Date:	2/6/2013
Last Annual Report Filed:	2013

Registered Agent

Agent Name:	Daviss, Ben
Office Address:	222 Valley Road Walpole NH 03608
Mailing Address:	

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

OP ID: BR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/28/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bollinger, Inc.
101 JFK Parkway
Short Hills, NJ 07078-5000
Barbara Reed, AAI

973-467-8005
973-921-2876

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: GREGH-3

INSURED
Greg C. Hessel & Associates
5 Timber Lane
Brattleboro, VT 05301

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Ltd	11000
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			13SBMZR7831	11/15/12	11/15/13	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $			13SBMZR7831	11/15/12	11/15/13	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
State of New Hampshire Administrative Purchasing Agent Robert Lawson or his/her successor, Bureau of Purchase and Property, 25 capitol Street, Room 102 Concord, NH 03301

CERTIFICATE HOLDER

State of New Hampshire
Administrative PurchasingAgent
Robert Lawson
25 Capital Street, Room 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

New Hampshire Bureau of
Purchase and Property

State of New Hampshire 2-14
Due Date 5/13/2011 @ 11:30 am
Training Services—Soft Skills and Computer Skills Workshops

April 30, 2013

Hessel & Associates LLC
5 Timber Lane
Brattleboro, VT 05301
P (802) 251-0048
Greg@ReGenerationResources.org

TABLE OF CONTENTS

Cover Letter

April 30, 2013

Robert Lawson, Purchasing Agent
State of New Hampshire
NH Bureau of Purchase and Property
25 Capital Street – Room 102
Concord, NH 03301

Dear Robert,

Enclosed you will find a bid from Hessel and Associates LLC to provide the State of New Hampshire with training services.

I have been providing training services for the Bureau of Education and Training for approximately nine years now. Feedback on my trainings has been very positive. I have enjoyed working with the State of New Hampshire and look forward to working for the state in the future.

Please let me know if you have any questions.

Sincerely,

Greg Hessel
Hessel and Associates LLC

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 5/2/13

Company Name: Hessel and Associates LLC
Address: 5 Timber Lane
Brattleboro, VT 05301

To: Point of Contact: **Robert Lawson**
Telephone: (603)-271-3147
Fax: (603) 271-7564
Email: prchweb@nh.gov

RE: **Bid Invitation Name:** **TRAINING SERVICES – SOFT SKILLS & COMPUTER SKILLS WORKSHOPS**
Bid Number: **BID 2-14**
Bid Opening Date and Time: **May 13, 2013 @ 11:30 AM**

Dear **Robert Lawson**:

[Insert name of signor] Greg Hessel, on behalf of Hessel + Associates LLC [insert name of entity submitting Bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written Bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2-14 for **TRAINING SERVICES – SOFT SKILLS & COMPUTER SKILLS WORKSHOPS** Contract(s) at the price(s) quoted herein in complete accordance with the Bid.

Greg Hessel is authorized to legally obligate Hessel and Associates LLC
Print Signor Name — Print Company Name

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the terms of the Request for Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Request for Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
   i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
   j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature Greg Hessel **Authorized Signor's Title** Principal

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Windham **STATE:** VT **ZIP:** 05301

On the 8th **day of** May**, 2013, personally appeared before me, the above named** Greg Hessel**, in his/her capacity as authorized representative of** Hessel + Associates LLC**, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.**

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires: 2/10/15 **(Date)**

Form P37-B

Instructor Profile and Experience

Greg Hessel is a professional trainer, facilitator, and consultant who helps organizations grow, change, and manage conflict. Greg helps organizations work in a more effective and harmonious manner by leading change, providing business process analysis, managing conflict, training leaders, facilitating strategic planning and improving communication in organizations throughout New England. He is also Principal of Hessel and Associates LLC, a consulting firm located in Brattleboro, VT.

Greg is a graduate of Woodbury College's Conflict Management program and has a Masters in Science in Organizational Development from American University in Washington DC. He has over 1500 hours of specialized training and full-time experience helping organizations grow, change, and manage conflict.

Greg combines his expertise in managing conflict with a systems view of organizations to provide high quality interventions at the individual, group and systems level of organizations. By assessing organizational dynamics through multiple lenses, Greg takes pride in customizing interventions and trainings so that each client's individualized needs are met. One of Greg's beliefs is that for change to take root in organizations, some aspects of organizational culture usually need to be addressed.

Organizations Greg has consulted to include: The Vermont Agency of Transportation (assessment, training and culture change), The Vermont Department of Health—Division of Tobacco Control (strategic planning), The Vermont Office of Child Support (Business Process Analysis, training), Retreat Health Care (change management and process consulting), Brattleboro Savings & Loan (strategic planning), Gardner Public Schools, MA (systems consult and mediation), United Way of Windham County (strategic planning), The Moving Company (structure design), Londonderry Schools, VT (mediation and leadership coaching) and Vermont Academy (mediation).

Greg's recent training clients include the State of NH Bureau of Education and Training, Fletcher Allen Health Care, FairPoint Communications, GW Plastics, Grace Cottage, North County Hospital, and Clark Mortenson Insurance.

Greg directed Cheshire Mediation for 10 years before founding Hessel and Associates LLC in 2007. Prior to Cheshire Mediation, Greg spent time working in Bosnia, El Salvador and Nicaragua, and while in Nicaragua he was part of a team that successfully negotiated the release of a kidnapped member of the Italian clergy.

References

ORGANIZATION	Vermont Technical Colleges (VTC), Technology Extension Division		
PERIOD OF PERFORMANCE	July 2007 - present	POINT OF CONTACT	Carol Buchdahl Manager: Organizational Learning and Leadership Development PO Box 679 Saxtons River, VT 05154 P: 802-869-1160 buchdahl@vermontel.net
DESCRIPTION	VTC secures contracts to provide leadership and workforce development trainings to employees throughout the state of Vermont. Training topics include communications, change management, team building, feedback, and conflict management. Trainers delivering these trainings need both excellent adult training skills, but also grounding in organizational development theory, and how to apply this theory to individual organizations. Hessel and Associates LLC has provided over 25 trainings for VTC over the last year. Carol Buchdahl can speak to our ability to facilitate groups, teach content, and deal effectively with challenging dynamics. .		

ORGANIZATION	New Hampshire Bureau of Education and Training		
PERIOD OF PERFORMANCE	March 2005 - present	POINT OF CONTACT	Dennis Martino, Director Phone: (603) 271-2793 Dennis.Martino@NH.Gov
DESCRIPTION	For the last four years Hessel and Associates LLC has designed and delivered trainings for NH state employees. Content areas have included mediation, conflict management, communications, and business process analysis. Dennis can speak to our ability to design and deliver interactive trainings that are well received and appropriately designed for adult learning.		

ORGANIZATION	Marty Jacobs—Systems in Sync		
PERIOD OF PERFORMANCE	April 2009- present	POINT OF CONTACT	Marty Jacobs 360 Cadwell Raod East Thetford, VT 05043 802-785-2611 marty@systemsinsync.com
DESCRIPTION	Hessel and Associates LLC has worked with Marty Jacobs as a co-trainer and co-facilitator on a large project with the Vermont Agency of Transportation. The work involved assessments, leadership training, front-line staff training, and change management.		

Brief Synopsis of Courses

(Syllabi are included in Appendix B)

Trust Building in Teams and Organizations

Trust is at the center of much of what can go wrong in organizations—conflict, poor team performance, the lack of feedback, and poor communication. Yet trust means many different things to different people. This training will explore how trust is broken, how mistrust creates a vicious cycle of perception, if and how trust can be rebuilt, and how to communicate in ways that rebuild trust. If you are concerned about the level of trust in one of your working relationships, this training is for you.

Training topics will include:

1. What is trust
2. Trust busters
3. The impact of low trust
4. Our role in breaking trust
5. Being trustworthy and trusting others
6. Three types of trust
7. Rebuilding types of trust

Course Materials include PowerPoint handouts and other handouts.

Conducting Effective Meetings

Americans waste millions of dollars a year on unproductive meetings. This training will help your meetings become more efficient and productive. . If you feel like you spend too much time in meetings, this training is for you. As one participant put it, "I have attended trainings throughout my 34 year career as an educator. I found this to be one of the best!"

Syllabus/Learning Objectives: By the end of this training you will have learned to:

1. Plan an effective agenda
2. Manage conflict in meetings
3. The appropriate role for a facilitator
4. Identify the best process for the agenda
5. Understand your organizations meeting culture, how it supports effectiveness and how it gets in the way
6. When to broaden the discussion and when to narrow it
7. How to achieve consensus
8. Decision rules and why they are important
9. How to work with difficult people

Course Materials include PowerPoint handouts and other handouts.

Leadership

Leadership is a subtle, intangible, powerful concept. The broad goal of the course is to demystify the notion of leadership and arm participants with specific, tools, frameworks and skills for discovering opportunities and taking leadership in their organization regardless of formal position. In addition to courage and ethics, leaders need great communication skills, self awareness, courage, the ability to think strategically and politically, and understanding of organizational systems, structures and dynamics, an ability to manage change, and an understanding of organizational culture and how to manage it.

Learning Objectives. By the end of this training participants will have learned to:

1. Distinctions between management and leadership
2. Lead from the middle in all directions (up, down and across), regardless of title, authority, position. The course will pay particular attention to the challenges of leading up.
3. Lead in the context of change—leadership is best revealed during crisis and change.
4. Identify their leadership style and its pros and cons
5. Identify other leadership styles and when they are important to use (situational leadership)
6. Reflect on their vision and core values and how to apply these to organizations they lead
7. Manage organizational culture
8. Think and plan strategically

Course Materials include PowerPoint handouts and other handouts.

Let's Talk

Ninety three percent of communication is unspoken. Therefore, techniques are of limited usefullness if in our minds we are still judging and blaming the other person. This communications and conflict management training goes beyond simple techniques and challenge you to examine the habitual ways of thinking and being that you bring to the conversations you dread the most. By helping you deepen your awareness of what you bring to the table, we will support you to develop new approaches capable of shifting the way these emotional exchanges unfold. All the skills and mindsets learned will be applied to the real conflicts in your life to insure that the learning is transferable. If you either avoid conflict, or dive into it with rough edges, this training is for you.

Learning Objectives: Through discussion, reflective exercises and coaching, you will:

1. Gain an understanding of often unspoken beliefs and assumptions and how they dramatically shape difficult conversations and make it difficult to move out of cycles of blame and defensiveness.
2. Uncover perceptions and misperceptions that can derail conversations.
3. Understand and be able to create win/win outcomes.

4. Learn to talk directly about what is most important
5. Learn to manage strong emotions and de-escalate tension.
6. Remove barriers to mutual understanding through true listening.
7. Re-build and strengthen relationships by engaging in conversations you've avoided.
8. Change the tone of hard-to-manage conflicts.

Course Materials include PowerPoint handouts and other handouts.

Basic Mediation Training

This 24-hour training lays the foundation for helping you learn how to create the win/win outcomes that we all desire, but so often elude us. Whether you are trying to lead a team, manage a staff member, or learn new strategies to communicate with your children, this training is guaranteed to help.

Benefits to Participants

Many participants have said that this workshop transformed the key relationships in their lives. Through experiential and highly engaging exercises you will learn to listen more attentively; check your judgments; and ask Socratic questions that help push disputants while also helping them come to their own conclusions. Through an intensive focus on inquiry we will help you learn to resolve conflicts and make allies in the process.

Learning Objectives

By the end of this training partivcipants will have:

1. Facilitated win/win outcomes in role play mediations
2. Learned mutual gains theory
3. Practiced defining problems in ways that allow win/win outcomes
4. Differentiated positions from interests
5. Mediated at least two full length role plays
6. Received coaching feedback on each mediation
7. Learned and practiced tools to support the people, manage the process and solve problems
8. Learned to differentiate four kinds of questions and practiced using each type in appropriate contexts
9. Practiced meeting with parties separately and when learned when to use this tool
10. Learned and practiced differentiating negotiable and non-negotiable issues
11. Learned and practiced tools to work with strong emotions

MediationTraining Topics

Sources of Conflict

Neutrality

Positions and Interests

Mediation Tools

Mediation Principles

The Anatomy of Mediation

Listening

Good Mediator Questions

Separate Meetings
Creating Win/Win Frames
Non-Negotiable Issues
Working with entrenched beliefs
Working with strong emotions
Building the Agreement & Negotiation Strategies
Setting the Agenda
Controlling the Process
Neutral Questions
Supporting the People
Solving the Problem

Course Materials include PowerPoint handouts and other handouts.

Lean Training

Improving workflow offers huge potential to improve efficiency and effectiveness of the public sector. Despite the need for improved effieciencies, few managers have learned the skills to analyze and redesign work processes. This two-day training provides workers with the skill sets needed to work smarter rather than harder.

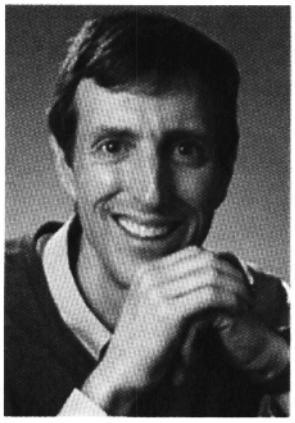
Learning Ojbectives:

1. Recognize the cost of poor quality and know how to reduce it.
2. Identify 10 basic principles of CPI and how to apply them
3. Understand and know how to use each of the six enablers of efficiency
4. Understand and know how to frame a process for improvement
5. Understand the level of commitment required to implement CPI.
6. Understand the barriers, including organizational culture, that can keep CPI efforts from being successful

Course Materials include PowerPoint handouts and other handouts.

Pricing

BUSINESS & SKILLS TRAINIG	TOTAL COST PER DAY	DURATION
Trust Building in Teams and Organizations	$600	1 day
Conduction Effective Meetings	$600	1 day
Leadership	$600	1 day
Let's Talk	$600	1 day
Mediation	$600	3 days
Lean Process	$600	2 days



Appendix A: Greg Hessel--Resume

ReGeneration Resources
5 Timber Lane
Brattleboro, VT 05301
802-251-0048
www.ReGenerationResources.org

Overview:

Greg Hessel, MSOD is a professional consultant who helps organizations grow, change, and manage conflict. Greg's areas of specialization include: training and instructional design, helping organizations improve efficiency through re-engineering, facilitating difficult conversations, organizational assessments, facilitating multi-party public disputes, team building, strategic planning and coalition building.

Key Qualifications:

Master's degree in Organizational Development, a certificate in mediation and full-time work as a consultant, trainer, and facilitator. Former adjunct faculty member in the Masters in Mediation program at Woodbury College in Montpelier, VT, a contract trainer with the Technology Extension Division of the Vermont State Colleges and Principal of ReGeneration Resources.

Experience, Responsibilities:

Principal, ReGeneration Resources 7/2007 - Present

Principal of a consulting firm focused on helping organizations grow, change, and manage conflict. Services include: training and training design, business process analysis; leading strategic planning efforts; leading change; managing systemic and interpersonal conflict; helping design new organizational structures to accommodate growth; qualitative and quantitative statistical analysis; improving cross-functional collaboration; facilitating retreats, meetings, and difficult conversations.

Director, Cheshire Mediation 1997-2007

Lead and managed a community mediation center providing a wide array of conflict management and OD services throughout New England.

- Logged over 2000 hours of actual mediation experience in public disputes, organizational conflicts, divorce, and small claims court.
- Consulted to over 50 organizational clients throughout New England providing strategic planning, conflict management, facilitation, training, team building, and change management services.
- Supervised and managed 14 employees, and a $175,000 annual budget.
- Grew fee-for-service income twenty fold over a ten year period.

Adjunct Faculty Woodbury College 2001-2007

Providing conflict resolution, communications, mediation, and facilitation training services to students in Masters-level and certificate mediation programs.

Contract Trainer, Technology Extension Division, VT State Colleges. 7/07-Present

One of five trainers hired to provided experiential training and consulting services to businesses throughout the country. Training topics include: change management, team building, improving business efficiency, communication, conflict resolution, diversity, and problem solving.

Relevant Training Projects:

- Provided 12 trainings (diversity and managing conflict) in 2012 to VTrans leaders and managers. Twenty eight of these trainings are being delivered in 2013.
- Lead a series of six leadership trainings (2012 and 2013) for the New England Alliance for Health helping new managers gain leadership skills.
- Designed and led two day-long trainings for leadership of a large New England hospital on targeted selection and talent development (2012).
- Designed and led a series of six half-day leadership trainings for five different New England Health care organizations (2009-2012).
- Consulted to the VT Department of Health in a diversity initiative, helping them develop a strategic plan to address the disparity in how tobacco use affects diverse populations (2005).
- Consulted to the Franklin Regional County of Government and 19 towns in Franklin County MA helping them re-engineer the delivery of public health services so that they can become more efficient and professional (2012).
- Provided training services (conflict resolution, trust building, and business process analysis) to the New Hampshire Bureau of Education and Training (2008-present).
- Designed a high potential leadership training focusing on change management for FairPoint Communications (2013).
- Provided four trainings on managing change to high potential leaders from the Community College of Vermont (2012-2013).
- Provided three days of leadership training to high potential employees from the state college system (2011-2013).

Skills:

- Organizational Assessments
- Leading Change
- Retreat Planning and Facilitation
- Training and Adult Training Design
- Quantitative and Qualitative Assessments
- Marketing and Growing Business
- Business Process Analysis
- Group process and facilitation
- Team-building
- Mediation
- Organizational structure re-design
- Business Management

Education and Training:

American University/NTL, Washington D.C.: MS in Organizational Development, 2006.
Woodbury College, Montpelier, VT: Certification in mediation, 1998. (450 hours of training)
St. John's University, Collegeville, MN: BS in Psychology, Cumulative GPA 3.7, 1983.

Appendix B: Syllabi

Trust

9:00- Getting started—BIN, agenda, purpose…review expectations
9:05 Build tower

- This represents something unseen—relationship—imagine between me and you
- **What do you observe?**
- What if I do this?—Remove some
- "I could try to repair"
    - Hard to put back
    - Can do more damage
- **Warning signs in a relationship that trust is breaking?**
- If there is enough damage, must start over—block by block—harder second time
- **What if each block had glue?**
    - Trust is the glue of relationships

9:10 Trust—2 Focus areas

- Individual relationships
- Leaders responsibility to build a trusting culture

What is trust? **P/S—record—complete with post it note**

Δ Definition of Trust from American Heritage dictionary***: Firm reliance on integrity, ability or character of a person or thing; a confident belief; faith***

Summarize—day is to learn tools to build trust

Agenda review---Bin

Trust and Risk

- Building trust requires some risk
- Might ask to step out of comfort zone

Norms—What do you need from each other to take risks and learn?

2 aspects of trust**—trusting others, inspiring trust of you**

Buffet quote: "Trust is like the air we breathe. When it is present nobody really notices it. But when it is absent we all notice."

Δ 9:30 **Activity:**

- **3 x 5 cards – each person writes 2 BLATENT TRUST BUSTERS – make sure it is a behavior that you are describing, i.e. "lying to me…" for both management and front line staff**
- **Put people in groups and have them share**
- **Capture and scribe as big group**
    - Are others aware of it
    - Do any of you do any of these?

9:45 Which trust buster are they most likely to be guilty of—how do they explain it **–attribution theory**—stories of lying to Ken and Walgreens --They get into groups

Think of the person who broke your trust—how do you think they describe the behavior to themselves? Not always intentional—**Intentions and impact**

10:00 Think of someone you would like to build trust with, rebuild trust with, maintain trust with

10:05 Why does it matter in organizations?--Record

How does trust impact results /bottom line? (p. 16)

- Δ **6,500 employees**
- Δ **5 pt scale—managers trust**
- Δ **1/8 pt = $250,000**

Some State government agency business priorities—**record**

How can trust contribute to achieving them?

Transition—**your role in it**—

-- Example—

- your peers don't trust senior leadership—what should you do?
- SM made a decision you don't understand, but need to announce—what do you do?

Δ **10:15 Break** Consensogram and post – its about "Trust level at work – 1 low, 10 high, please do at first break which you get if you put 12 BINS up!!!!

10:30 Mind-map TRUST

- Δ **Systemize and Categorize in 4 groups**
  - **Competence--Ability**
  - **Credibility – truth telling, follow through, integrity**
  - **Gossip (personal)**
  - **Do they care about me--Character**

10:50 Assumptions—T/F/DK—ladder of inferences
Work with a partner to identify 3 assumptions you have about the person you want to rebuild trust with.
Assumptions in the culture—group beliefs about risk?

11:20

- Δ Where do our judgments, gut reactions, decision to trust come from? What impacts our decision to trust? **Gather from group**

11:25 What is real and what is imagined?

- Δ Real – you asked for help and got a NO, Imaginary...."all money changers in Central America will cheat you"
- Δ look at behaviors
- Δ Am I too trusting?? Or too untrusting

11:30—Lunch

12:30 **Introduce the 5 dysfunctions of teams**

- **No trust = no conflict**
- **No conflict = no commitment**
- **No commitment = no accountability**
- **No accountability = no results**

A learning organization tool (most present and most lacking)—handout—most present and most lacking

12:50 **Instrument**

1:00 Profile—trust implications

1:15 Trust Builders

Debate

- **3 against 3**
- **around 4 groups**
- **5 minutes to prepare, 5 minutes to debate**
- **5 minutes to debrief**
- **Can you rebuild trust????—How?--** Rebuilding credibility, vulnerability and caring trust

1:30 Three groups--What needs to happen to rebuild each of the 3 types of trust?
2:00 – 2:15 Break

2:15 Empathy=
What is it
Does it mean you agree
= "I care"
Practice statements that are hard to respond to empathy with—fishbowl

2:30 Listening exercise from Yellow Wood—pairs
2:45 Disclosing—sharing-thoughts rationale, feelings—take notes

2:50 Challenging situations

3:10 Pick someone you need to establish or rebuild trust with—
make a plan for how you will start the conversation—what you will say, what challenges you expect, what people skills you will need, and how you will respond to expected resistance. Then get with someone from another school and real play—have an observer give feedback. – **It doesn't take time—it takes courage.** What barriers do they expect to find—pick one—how will they overcome it?

3:20 Skills practice—groups of three
3:50 End—evaluation

Great Meetings

Topic	Time	Clock	Desired Outcome	Process
Introductions, Agenda & Logistics	15	9:00 - 9:15	Participants know each other's name, where to find things, and the training agenda	Me: Breaks, logistics Participants: Go around and information sharing by trainer Participants name self, where they are from, and what led them to sign up for this training.
Organizing Information	15	9:15 - 9:30	Participants Experience the task of organizing information about what they as a group hope to learn	Small group work, large group discussion, and possibly reading a short article
Agenda Review	10	9:30 – 9:40	Review agenda and goals and objectives of training	Confidentiality as a need of mine – others?
Facilitation Essentials	35	9:40 – 10:15	Become familiar with the many tasks of the facilitator	Complete handout on Facilitation Essential Select the single most significant factor in good meetings and good facilitation and write it on a Post It, placing it on the appropriate newsprint -- Small group categories/groups Post Its—
Break	15	10:15 – 10:30		
After a Brainstorm	5	10:35		Review handout
Aspects of Great Meetings	20	10:35 - 10:55	Groups generates a list of what can get in the way of successful meetings—what are aspects of Great Meetings	Brainstorm—Small groups
Mistakes of Groups and Facilitators	15	10:55– 11:10		Handouts - Have tables read and come to agreement on the most critical mistake to avoid
Types of meetings	5	11:05		Review handout
Agenda Planning	30	11:10 – 11:40	Participants learn and experience good agenda	Mini lecture, review of handouts, small group work

			planning	
Process Tools	10	11:40 – 11:50		
Practice Agenda Planning	20	11:50 11:15	Use one of there examples	
Lunch	60	12:15 – 1:15	Eat and rest	
Graphics and Group Memory	5	1:15- 1:20	Participants learn how to use flip charts effectively	Brainstorm and mini lecture
Ground Rules & Culture	10	1:20 1:30		
Conflict in Groups	60	1:30 2:30	Participants learn about positions and interests and how to frame issues to negotiate in a neutral way	Small group discussion, written exercises, large group discussion
Questions	10	2:30 2:40		
Break	15	2:40- 2:55	rest	
Barriers to overcome	20	2:55 3:15	Participants become aware of their own barriers to overcome to become a more effective facilitator	Force Field Analysis
Difficult People and Situations	60	3:15 4:15	Groups identify situation they are still not sure how to deal with and plan ways to address them.	Leap Frog exercise with 3x5 cards

Leadership

Activity
Welcome, introductions • Name • Time in leadership Agenda, purpose, logistics, expectations, series (flip chart)
Pair Share— —the hardest part of leadership --Most important leadership skills
Watch "going up" • Add to leadership challenges
Review Leadership Imperatives What leaders do Today we'll focus on how they do it
Your organization is making a significant time Investment • Why would they do it? • What ROI would they expect? • How would developing effective leaders help achieve your organizations business objectives?

"Leadership is achieving results through others"
Catalyst Leadership
• P/S what comes to mind "Catalyst"
• Workbook p. 2—me page 15
  ○ P. 3--Ask—strongest—benefits of it
  ○ Developmental potential—new benefits?
• Summarize
  ○ Leadership Imperatives and Catalyst= interactions
  ○ Now skills for interactions

Trip—what are some things you pack—45 seconds P/S
2 Categories --Personal vs. Practical needs --
Interactions are the same
• Personal needs in interactions? –Flip Chart
• Why are these important?
• Practical needs? –Flip Chart—me page 21
  ○ Time
  ○ Make a decision
• Why important?

Interactive process • to satisfy both person and practical needs • Let's take a closer look
Key Principles Self-evaluation handout—set aside (10-15)
Traveling Activity—me on page 26 Them—hand out activity & job aid—count off 1-3 Review pages 7 – 10 reviews Key Principles in more depth

Debrief
Return to self eval—p. 5

- Who is high in a Key Principle
- How has it paid off
- Who has one they would like to improve
- Anticipated benefits as a leader

It's about relationship building
Break

What would you say activity
Next Practice using Key Principles—will watch videos
Count off 1 -2
Show all four and work in groups—no right answers
Refer to pp. 33-34 for tips on communicating with the Key Principles

Review Interaction Process
Review Process Skills
Review Discussion Planner

Feedback
Star building on wall chart
Important

- Underused tool
- Incredibly important to leadership
  - Positive and developmental
- Discomfort giving it
- Discomfort receiving it

Recognizing effective and ineffective and why
Read situations (me page 51)—effective or not and why—Flip Chart
Effective feedback—tie to key Principles

- Esteem
- Listen
- Involve

Seeking it—
Who does it

- Routinely
- Occasionally
- Rarely
- Never

Why not more often?
Why is this important for leaders (model, create climate, show self-improvement, improve results)

--Call to action

- Id 2 Key principles and when you will use them
- Create a STAR and note a delivery date
- Id an interaction you need to conduct and then prepare for it by completing a Discussion Planner

Let's Talk

Techniques don't help
What we bring to the table—Habits, Bias, Fears
What we know helps
Why we don't use the skills we know?
Surfacing example scenarios
Key skills

- Listening
- Positions and interests
- Framing the problem

Working with bias' and judgments
Working with emotions
Practice

Mediation

Topic	Clock	Desired Outcome	Process
Introductions, Agenda & Logistics	9:00 - 9:10	Participants know each other's name, where to find things, and the training agenda	Go around, ice breaker, Agenda review, and information sharing by trainer, logistics, "Conflict is like a . . ."
Overview of training	9:10 - 9:20	Participants get to know training style, readings, role plays, parking lot, taking risks, food, informal, nothing is wrong	Report with questions and answers
Ground Rules	9:20 – 9:40	Group establishes norms for working together	Discussing in groups of two, reporting back, gaining consensus on the group norms, --- "What are your two greatest hopes and worst fears for this course?" For this to be a good learning experience for you, what do you need from the group?", "What could spoil this learning experience for you?"
What is Conflict Exercise	9:40 – 10:00	Groups reflect on their experiences of conflict, what helped, what got in the way, and what made it a learning opportunity and not a high risk. Don't solve it!!!	Brainstorm, discussion "It's the process stupid, what gets in the way of solutions is process, solutions don't make it positive."
Crossing the line	10:00 - 10:05	Participants experience a win - win possibility that most will not see, movement	Exercise with debrief
Fluff			
Mediation Principals & Three Styles	10:10 - 10:25	Participants learn mediation principles with a focus on neutrality	Ask what they know and ad to it. (pairs) Ethical dilemmas neutral vs. informed consent p. 6 and p. 10
Break	10:25- 10:40		
Anatomy of the mediation	10:40 – 10:50	Participants learn the parts of a mediation	Handouts, **flip charts,**
Positions and Interests with break	10:50 - 12:05	Learn P & I	role plays (changing visitation fishbowl, Egypt and Israel, workers who want to telecommute, handouts, cases studies, Fly pages 7 and 10
Demo Role Play	12:05 – 1:00	Participants observe a mediation and notice what the mediator is doing	Video, note parts of anatomy, Positions and I
Lunch	1 – 2		
Warm up	1:00 - 1:10	get moving and get to know each other	Exercise (dinner with any person living or dead. Who would they choose and why.
Opening	1:10 -	Participants learn how to open a	Brainstorms, and group discussion.

statements and ground rules	1:45	mediation and think about pros and cons of ground rules	Practice opening statements in pairs. Reflect on how we formed ground rules on day one. Fly Pages 3 and 9
Mediation tools	1:45 – 2:15	Participants learn the tools a mediators uses	Divide list. People choose one and say why it is important and when to use it. Most imp. Tools flip chart.
Uninterrupted time and the Exchange	2:15 2:30	Learn about uninterrupted time and the exchange	**flip charts, Fly p. 7 & 10 again**
Trying it out role play	2:30 – 3:15	Participants experience a mediation session	Role-play with de-brief. How to role play info
Break	3:15 3:30	Rest	
Good mediator questions	3:30 4:15	Practice and think about questions – (gathering data, exploring interests, hypothetical, reality testing, exploring their solutions)	think of trying it out role play and have each participant think (or groups) about different types of questions **that were** or might have been asked.
Framing Issues	4:15-5:00	Participants learn how to focus a mediation thru framing	Group role play (Potato Chip Dilemma), hand out exercises. P 17 – 24 refer to sources of conflict
		Exercise –Your cheap but I'm thrify	
Wrap up	5:00 – 5:30		
		End of Day One	
		Day Two	
warm up	9:00 – 9:15	Get going	arm wrestling exercise
Separate Meetings	9:15 – 9:30	Learn about the tool of separate meetings	mini lecture with stories. Ask when you might want to use this tool?
Setting the Agenda	9:30 10:15	Learn about setting the agenda	Use Role play as a case study ???? Beer handout, and model it Fly p 14 & 21
break	10:15 – 10:30	rest	
Building agreements	10:30 – 11:00	How to build an agreement. Read 1000 link chain—video from Apollo 13	Demo role play, read 1000 links, have t
Role Play	11:00 – 12:30		Contractor dispute – look hard for both parties **interests.**
Lunch	12:30 – 1:30		

Topic	**Clock**	**Desired Outcome**	**Process**

Warm Up	9:00 - 9:15	Get going and get to know each other	Concertric Circles, questions (look at training manuals)
Controlling the Process	1:30 – 2:15	Participants get to know and practice what it means to control the process	Exercise with role plays
Non -Negotiable Issues Exercises	2:15 – 2:45	Learn and work with non-negotiable issues	Exercise
break	2:45 – 3:00		
Neutral questions	3:00 – 3:45	Learn and work with neutral questions	Exercise
Quick neutral framing	3:45 – 4:00	Practice neutral framing and move	Exercise with debrief
Special situations	4:00 – 4:45	Learn pushing to clarify, reality testing, clarifying, separating observations from conclusions	Handout and fishbowl role plays
Closing statements	4:45 – 5:00	Learn about and practice closing statements	Handouts, role plays
Wrap up	5:00-5:30		
		End Day Two	
		Day Three	
Warm up and check in			
Quick Decisions	4:15 – 4:45	Learn tools and practice	Exercise
Choice Dilemma	4:45 – 5:15	Practice asking questions	Exercise
Role play with break	5:15 – 7:15		Small claims role play. – have role players clarify $ and roles before.
Solving the Problem	7:15 – 8:00		Exercise

Topic	Clock	Desired Outcome	Process
Warm up	9:00 - 9:10	move and get to know each other	Aspects of a good mediator -- look at training manual. New journal handout.
Supporting the people	9:10 - 10:00		
Role play with break	10:00- 12:00		Three's a crowd
Lunch	12:00- 1:00	eat	
Warm-up	1:00 - 1:10		Kit and JJ.
Role play with break	1:10 - 3:10		
Problem People	3:10 – 3:55	Problem solve around difficult situations or special situations	List situations and problems to solve on a flip chart. Have the group leap frog.
Question Sheet, evals, what we did not cover, closing	3:55 – 4:30	Questions answered	Discussion
	4:30 - 4:45		
	4:45 - 4:55	give participants a sense of what they still might need to know	flip chart presentation
	4:55 - 5:05		Geometrical close

Lean

Time	Topic	Learning Goals	Training Process
9:00	Welcome/Introduction warm up	Participants connect	• House keeping (5) • Four groups by birth order—as a group come up with a way to introduce selves—(10) • (what process did they use to decide? Why? Was it effective and efficient? One idea to improve your selection process?) (7) Report back (7) • Self as Boxer-- Easier to blame a person than understand a system
9:30	Case for action	Participants see the importance of CPI	Participants pair up and share stories of poor process and its cost—whose fault is it? • Most outrageous story
9:45	Cost of poor quality and approaches to CPI		• Quiz--discussion • Definitions—p. 4—Examples from their work of customers, suppliers, ... • Cost. P. 5 Activity: return to pairs from first activity and estimate process focus on prevention, appraisal and failure costs (10) • Approaches to quality— which column is descriptive of their organizations. This will help to identify areas that need improvement (15)
10:30	Break		
10:45	Benefits/ Basic Principles		• Pyramid—Tools used/missing in their organization. (10) • Benefits –groups brainstorm (10) p. 10 • Ten Principles—each group reads and which is most important-- (10) • What CPI is/not integrated quiz (10)
11:25	Process Specialization and Structure	Introduction to systems and systems knowledge	Bananas and Pineapples (structure/systems) Processes vs function Processes are: • Measurable • Defined at different levels • Involve multiple functions • Sub optimization (i.e. centralize IT)
	Extra--Quiz		
11:50	Lunch		Do tags, set up airplane exercise
12:50	Work		Groups of 4 or 5 (count off by 5)

	groups		
1:00	Framing a Process	Participants learn how to and experience framing a process	Lecturette—Why frame it (5) • Is it a process exercise (10) • Context/vision/case for change • Process metrics-- Everyone frames there own (15)
1:30	Movie, Excellence in the Public Sector		List traits/practices that allowed people to excel—check the ones they are using
2:15	Break		
2:30	Airplane exercise	Workflow introduction	
3:45	Evaluate the day		
	Extra activities		Process owners Any questions (10)—write down a question a confused person might have—exchange read Quiz page 3
9:00	Warm-up—flip chart quotes		
9:10	Workflow mapping	Participants learn how to diagram workflow	Read pages 21 – 24—Any questions (20) • Different symbols • Process Model (10) (optional)
			Fuzzy verbs (p. 83) • Different levels—managing detail • Post It notes • Swimlanes— • Left to right direction Case study—airplanes (10) Participants practice drawing (20) workflow---5 groups –5 to 7 activities Pairs—interviewer and content experts. (high level) with interview questions
10:00	Workflow Analysis	Participants learn to identify non-value added steps, bottlenecks, redundancies, and multiple handoffs	Mini lecture –p. 25 (5) Dots Case study/MFS (15) Give map What questions do you have? What do you notice? Workgroup (15)

10:30	Break		
10:45	Enablers	Participants learn how changing IT can improve efficiencies	Short lecture –p. 26 & 27 (5) What IT technology did not exist 20 years ago and might help (i.e. GPS and corrections, blue tooth) (10) Workgroups (15)
11:15	Enablers	Participants learn how changing Policies and Procedures can improve efficiencies	Short lecture/ (5) discussion Government Buracracy—accumulation of centuries of Rules –examples—only IT can touch computers (10) Workgroups (15)
11:45	Lunch		
12:45	Enablers	Participants learn how changing Measures and motivation can improve efficiencies What is measured—how many, how long (cycles, time spent)—Is the measure of importance to the customer?	Example on page 105 Tasks vs outcomes Importance of measure and incentives Workgroups—how are their processes measured? What changes would they suggest?
1:15	Enablers	Participants learn how changing HR including Training can improve efficiencies	Short lecture—right people with right training in right jobs—role of unions in shifting jobs, morale decreases with layoffs, aging workforce Workgroups (15)
1:45	Enablers	Participants learn how changing physical layout can improve efficiencies	Cubicals—noise, lack of concentration … discussion Workgroups
2:00	Process redesign		Dealing with suggestions Levels of change needed (getting rid of a step vs. process redesign)
2:30	Break		
2:45	Barriers to Changing Process	Participants learn what can keep process improvement initiatives from being successful	Case study—culture—GM—Schien and disconnect between stated valued and artifacts—they id NH state gov. cultural barriers to
3:45	Wrap up		Any Questions
		Demming video	

STATE OF NEW HAMPSHIRE

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ADDENDUM # 1 TO RFB INVITATION # 2-14

DATE OF BID OPENING: 5/13/13 TIME OF BID OPENING: 11:30 AM

FOR: TRAINING SERVICES – SOFT SKILLS & COMPUTER SKILLS WORKSHOPS

QUESTIONS AND ANSWERS

QUESTION #1

My question is regarding Bid 2-14, top of page 7, **TRAINING MATERIALS.**

Vendors must submit a course description and syllabus for each course offering for which they are submitting a bid. Vendors must also submit a list of the course materials that they would be providing for each of these courses (i.e. books, documentation, CDs, web access, etc).

I am asking if I need to submit 9 separate Course Descriptions and Syllabi, or would listing the 9 Course Titles I am bidding on (Soft Skills) and a general methodology be acceptable?
i.e., Professional Workplace Communication
Power Point, Interactive Discussion, Practical Exercises & Handouts

ANSWER #1

Yes, the bid requires a course description and syllabus for each of the courses proposed by the vendors; however, the syllabi do not need to be created in timeline specific detail. We're looking for a sense of the content and the topical flow of the class.

PURCHASING AGENT: **ROBERT LAWSON**
TEL. NO.: **603/271- 3147**

NOTE: IN THE EVENT THAT YOUR BID INVITATION HAS BEEN SENT TO THIS OFFICE PRIOR TO RECEIVING THIS ADDENDUM, RETURN ADDENDUM WITHIN THE SPECIFIED TIME WITH ANY CHANGES YOU MAY WISH TO MAKE AND MARK ON THE REMITTANCE ENVELOPE BID INVITATION NUMBER AND OPENING DATE. RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID.

BIDDER Hessel and Associates ADDRESS 5 Timber Lane, Brattleboro, VT 05301

BY _____
(this document must be signed)

Greg Hessel TEL. NO. 802-251-0048
(please type or print name)