



NOTICE OF SOLICITATION

SERIAL #: PH RFP 10-007

REQUEST FOR PROPOSAL FOR: TAMIFLU & RELENZA PRESCRIPTION FULFILLMENT

Notice is hereby given sealed proposals will be received by the Maricopa County Department of Public Health Department, 4041 N. Central Avenue, #1400, Phoenix, Arizona 85012, on a continuing basis until 2:00 P.M./Arizona Time on **Friday, December 18, 2009** for the furnishing of the following services for Maricopa County. Proposals will be opened in the order they are received by the Public Health Procurement Officer (or designated representative) and evaluated on a continuing basis until the required number of service providers is received.

All Proposals must be signed, sealed, and addressed to the Maricopa County Department of Public Health Department, 4041 N. Central Avenue, #1400, Phoenix, Arizona 85012 and marked "**SERIAL #: PH RFP 10-007 REQUEST FOR PROPOSAL FOR TAMIFLU & RELENZA PRESCRIPTION FULFILLMENT**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE
MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

CHERYL RENTSCHLER
PROCUREMENT OFFICER
TELEPHONE: (602) 506-6886
EMAIL: cherylrentschler@mail.maricopa.gov

NOTE: MARICOPA COUNTY PUBLIC HEALTH PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

http://www.maricopa.gov/materials/advbd/pub_health.asp

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NOTICE

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REQUEST FOR PROPOSAL FOR: TAMIFLU & RELENZA PRESCRIPTION FULFILLMENT

1.0 INTENT:

On April 26, 2009, the Acting Secretary of Health and Human Services declared a public health emergency as a result of the detection of 20 known cases of individuals infected by a swine-origin influenza A virus, now known as novel Influenza A (H1N1), in the United States. On June 11, 2009, the World Health Organization declared the first pandemic in over 40 years in recognition of widespread, sustained human-to-human transmission of the virus in multiple regions around the globe. In an effort to respond to this and other ongoing or emerging outbreaks, the Maricopa Department of Public Health (MCDPH) is seeking community retail pharmaceutical corporations to dispense medical materials such as Tamiflu and Relenza from government stockpiles directly to the public. Inventory of materials (anti-virals, antibiotics, masks etc.) will be provided at no cost to contracted distributors by MCDPH. Potential bidders are requested to submit a proposal describing their qualifications, current and seasonal market share and agreement to adhere to all terms and conditions contained in this solicitation.

Funding for stockpiled medical materials is being provided by the Department of Health and Human Services' (HHS). Contracted retail pharmaceutical corporations may bill health care insurance agencies for the administrative cost of dispensing within the amounts and restrictions established by state and federal regulatory bodies. Reimbursement for the administrative cost of dispensing to the under-insured or non-insured is subject to actual funds being received by MCDPH. There is no guarantee that reimbursement funds will be received. If reimbursement funds are received by MCDPH, reimbursements may be made to contractors based upon the number or percentage of cases handled. In no event shall reimbursement exceed 100% of the current published AHCCCS Fee Schedule in effect on the date services are provided.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.11, below)

Multiple contracts with successful contractors may be awarded and the County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:

- 2.1 The Contractor agrees to provide, according to Arizona State Board of Pharmacy standards for prescription dispensing and consultation, Arizona-state licensed facilities and licensed Pharmacy staff to fill prescriptions for medical materials such as Tamiflu and Relenza from government stockpiles. The Contractor agrees to dispense the materials from the Contractor's established locations with sufficient public access to cover the population of Maricopa County and in coordination with the MCDPH Office of Preparedness and Response Point of Contact. Provide a list of locations in RFP response.
- 2.2 Demonstrate through specific company history or in a written Plan the ability to securely receive, offload, store and dispense legend pharmaceuticals. A current Arizona retail pharmacy license is proof of this ability.
- 2.3 The Contractor agrees to fill legal prescriptions written for medical materials from government stockpiles by providers with prescribing authority in the State of Arizona and to collect and document all patient information as required by the Arizona State Board of Pharmacy.
- 2.4 The Contractor agrees to accept and dispense medical materials provided by MCDPH through the Strategic National Stockpile Program to the Contractor free of cost. Contractor agrees to bill any and all health care insurances covering individuals who receive prescriptions through the Contractor's facilities under this program for services only and to state in their RFP response a reimbursement schedule for those without insurance. Contractor understands and agrees that there potentially is no reimbursement available for services provided other than the health insurance covering the individual.

- 2.5 The Contractor agrees to adhere to Centers for Disease Control (CDC) and State requirements for dispensing; for example, limitations by the SNS Program on the dispensing of Tamiflu and Relenza for treatment of influenza only, not prophylaxis. The Contractor agrees not to fill prescriptions presented that have a daily dose appropriate for prophylaxis rather than treatment unless verification of treatment is provided by the prescriber and documented on the prescription. The Contractor agrees to modify this requirement if there is a change in CDC/State guidance.
- 2.6 The Contractor agrees that MCDPH will provide all public service information regarding this program and may use the Contractor's name and location(s) in any public service announcements.
- 2.7 The Contractor agrees to adhere to Centers for Disease Control (CDC) and State requirements for reimbursement for services such as dispensing costs and professional services and agrees to adhere to CDC guidelines stipulating the Contractor cannot refuse to dispense a prescription based on inability of the individual to pay. Contractor must agree to any additional restrictions from the CDC and State that may be issued with regards to this program.
- 2.8 The Contractor must agree to adhere to specific CDC, State and local guidelines, if any and as specified by MCDPH, for priority groups to receive the medications.
- 2.9 The Contractor will collect and compile documentation of the number of prescriptions filled under this program and reconcile it with the inventory provided and returned to MCDPH at the end of the program. Additional documentation may be requested by MCDPH but nothing that will compromise the confidentiality of the patients receiving medications under this program unless there is a legal reason to do so.
- 2.10 The Contractor will be responsible for distributing appropriate Drug Information sheets to those receiving medications from the Contractor's facilities under this program.
- 2.11 **USAGE REPORT:**
- The Contractor shall furnish the County a monthly usage report delineating the services performed under the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.
- 2.12 **INVOICES AND PAYMENTS:**
- 2.12.1 In the event that reimbursement funding is received, Contractor shall submit two (2) legible copies of detailed invoices. At a minimum, the invoice must provide the following information:
- Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date of service or delivery
 - Quantity
 - Description of Purchase (services)
 - Pricing per unit of service
 - Extended price
 - Total Amount Due
- 2.13 **TAX: (SERVICES)**

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.14 STRATEGIC ALLIANCE for VOUME EXPENDITURES (\$AVE):

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.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a fixed price agreement with possible reimbursement to cover a one (1) year term.

3.2 OPTION TO RENEW CONTRACT:

The County may, at its option and with the approval of the Contractor, extend the term of this Contract up to a maximum of three (3) one (1) year options, or other specified length options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, 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.

3.4 AVAILABILITY OF FUNDS:

3.4.1 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.

3.4.2 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.

3.5 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.

3.6 TERMINATION FOR DEFAULT:

- 3.6.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 3.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 3.6.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 3.6.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

3.7 INDEMNIFICATION:

- 3.7.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 3.7.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 3.7.3 The scope of this indemnification does not extend to the sole negligence of County.

3.8 INSURANCE REQUIREMENTS:

- 3.8.1 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++6. 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.
- 3.8.2 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.

- 3.8.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.8.4 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.
- 3.8.5 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.
- 3.8.6 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.
- 3.8.7 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.
- 3.8.8 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.
- 3.8.9 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, \$2,000,000 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.
- 3.8.10 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.
- 3.8.11 Workers' Compensation.
- 3.8.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.8.11.2 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.

3.8.12 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.8.13 Certificates of Insurance.

3.8.13.1 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 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.8.13.1.1 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.

3.8.13.1.2 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.

3.8.14 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.

3.9 OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor expressly agrees that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 (and to the Occupational and Safety Health Act of the State of Arizona), including but not limited to training, provision of personal protective equipment, provision of post-exposure prophylaxis, adherence to appropriate lock out/tag out procedures, and providing all notices, material safety data sheets, labels, etc. required by the right-to-know-standard.

3.10 SUBCONTRACTING:

3.10.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.10.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor,

who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.11 LICENSURE/CERTIFICATION

- 3.11.1 Contractor shall comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and/or regulatory authorities relating to the licensure and regulation of health care providers and physicians.
- 3.11.2 Upon request, Contractor agrees to allow County, to the extent permitted by law, access to credentials of Qualified Physicians and Qualified Providers who are providing services to Department under the terms and conditions of this Contract.
- 3.11.3 Contractor expressly agrees that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 (and to the Occupational and Safety Health Act of the State of Arizona), including but not limited to training, provision of personal protective equipment, provision of post-exposure prophylaxis, adherence to appropriate lock out/tag out procedures, and providing all notices, material safety data sheets, labels, etc. required by the right-to-know-standard.

3.12 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County Department of Public Health
ATTN: Cheryl Rentscheler
4041 N. Central Avenue, #1400
Phoenix, AZ 85012

Administrative telephone inquiries shall be addressed to:

Cheryl Rentscheler, Procurement Officer
602 506-6886
cherylrentscheler@mail.maricopa.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.14 as follows:

- 3.13.1 One (1) original hardcopy of all proposal documents.
- 3.13.2 One (1) CD providing all proposal documents in Word and then the entire proposal document in PDF format.
- 3.13.3 Five (5) CD's providing the entire proposal in PDF format only.
- 3.13.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County Department of Public Health
Attn: Cheryl Rentscheler
4041 N. Central Avenue, #1400
Phoenix, AZ 85012

3.13.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.14 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of PH RFP 10-007 and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL PH RFP 10-007." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL PH RFP 10-007," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.15 GENERAL CONTENT:

3.15.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

3.15.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.16 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in a binder and have sections tabbed as below:

3.16.1 Letter of Introduction

3.16.2 Proposal – This section shall contain an outline of the general approach that will be utilized to dispense Tamiflu and Relenza including a listing of proposed locations and target populations. All points addressed in the Scope of Work (Sections 2.1 - 2.10) shall be included in this section.

3.16.3 Qualifications – This section shall describe the respondent's ability and experience related to dispensing Tamiflu and Relenza. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

3.16.4 Proposal exceptions

3.16.5 Attachment A (Pricing)

3.16.6 Attachment B (Agreement Page)

3.16.7 Attachment C (References)

3.17 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with

the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed descending order of importance.

- 3.17.1 Proposal approach and methodology
- 3.17.2 Qualifications and previous experience
- 3.17.3 Target population

3.18 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 3.18.1 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:
 - 3.18.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 3.18.1.2 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;
 - 3.18.1.3 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
 - 3.18.1.4 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.
- 3.18.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.18.3 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.

3.19 E-VERIFICATION OF EMPLOYEES:

The Contractor warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

- 3.19.1 That the Contractor and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A;
- 3.19.2 That a breach of a warranty under subsection 1 above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;
- 3.19.3 That the contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 1 above and that the contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.
- 3.19.4 That nothing herein shall make any contractor or subcontractor an agent or employee of the contracting government entity.

3.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.20.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.20.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.21 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE 1: RESPONDENTS ARE REQUIRED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp

NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.

ATTACHMENT A

TAMIFLU & RELENZA PRESCRIPTION FULFILLMENT

PRICING SHEET

BIDDER NAME: _____

F.I.D./VENDOR #: _____

BIDDER ADDRESS: _____

P.O. ADDRESS: _____

BIDDER PHONE #: _____

BIDDER FAX #: _____

COMPANY WEB SITE: _____

COMPANY CONTACT (REP): _____

E-MAIL ADDRESS (REP): _____

PAYMENT TERMS:

BIDDER ACKNOWLEDGES THAT REIMBURSEMENT IS NOT GUARANTEED AND IF FUNDING IS MADE AVAILABLE, THE MAXIMUM AMOUNT TO BE REIMBURSED FOR ADMINISTRATIVE COSTS WILL BE AS SHOWN BELOW. IN NO CASE SHALL THIS FIGURE EXCEED 100% OF THE CURRENT PUBLISHED AHCCCS FEE SCHEDULE IN EFFECT ON THE DATE SERVICE IS PROVIDED.

COMPENSATION/FEES:

RATE

TAMIFLU & RELENZA PRESCRIPTION FULFILLMENT

\$ _____

Respondent's signature below indicates understanding and agreement to perform the services outlined in the Request for Proposal indicated above for the total amount they have listed above.

Signature (REQUIRED)

Date

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

_____ Small Business Enterprise (SBE)

RESPONDENT SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER or VENDOR NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE

EMAIL ADDRESS

MARICOPA COUNTY, ARIZONA

BY: _____
PROCUREMENT OFFICER

DATE

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT C

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES AND SMALL BUSINESS PROGRAM

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process.

On-Line Registration is FREE and REQUIRED for all vendors.

Register On-line at www.maricopa.gov/materials

It is **required** that you **select an appropriate commodity code(s)** associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

SMALL BUSINESS PROGRAM

(MCBIZ)

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."