



## NOTICE OF SOLICITATION

SERIAL #: PH RFP 10-015

**REQUEST FOR PROPOSAL FOR: INSTRUCTORS FOR DOULA TRAINING**

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, until 2:00 P.M./Arizona Time. on **November 18, 2009** for the furnishing of the following services for Maricopa County. Proposals will be opened by the Public Health Procurement Officer (or designated representative) at an open, public meeting at the above time and place.

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 10-015 REQUEST FOR PROPOSAL FOR INSTRUCTORS FOR DOULA TRAINING.**"

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](mailto: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](http://www.maricopa.gov/materials/advbd/pub_health.asp)

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## NOTICE

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**REQUEST FOR PROPOSAL FOR: INSTRUCTORS FOR DOULA TRAINING**

**1.0 INTENT:**

The Maricopa County Department of Public Health intends to solicit responses from qualified individuals or organizations to provide training to at least ten (10) local women in the Doula model. The approximate amount to be spent on this service is \$11,000 per year.

South Phoenix Healthy Start is a federally and First Things First state funded program providing case management, education and support services to families living in the South Mountain, Central Phoenix and Maryvale communities in Phoenix, Arizona. Recent studies show that support provided to pregnant women prenatally just prior to delivery, during labor and through her post partum period will improve health outcomes for both the mother and the newborn. Support services provided by a Doula often augment the support provided by the mother's loved ones during this important time.

A Doula is a specially trained birth companion (not a friend or loved one) who provides labor support. She performs no clinical tasks and never questions medical decisions. Doulas can also be trained to help families develop birth plans prior to the birth and/or after birth assist with breastfeeding support and advise, and can screen for postpartum mood disorders. A Doula provides women with all the options and choices regarding her birthing experience. A Doula also helps to empower women to share their birth plans with her prenatal/birthing health care provider(s) of what she and her partner hope for their childbirth experience. The Doula's goal is to help women have a safe and satisfying childbirth experience as the woman herself defines it. A community based Doula program recruits culturally competent women from the same community to be trained to be Doulas. There are several national organizations that offer curricula that allow women to become certified Doulas. The Chicago Health Connections Doula program is one of the country's premier Doula training curricula and is the desired program for use in this contract.

Certified Doula Instructors shall have a minimum of five (5) years personal experience working as a Doula and have met the instructor requirements as set forth by DONA International at [http://www.dona.org/develop/trainer\\_birth.php#requirements](http://www.dona.org/develop/trainer_birth.php#requirements)

Compensation will be paid on a fee for service basis as outlined in Attachment A, Pricing.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.6, below)

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.

Multiple contracts for one or more specific deliverables with successful candidates may be awarded and Maricopa County reserves the right to add vendors to this contract as may be needed to meet County requirements.

**2.0 SCOPE OF WORK:**

**2.1 Deliverables:**

- 2.1.1 Teach Chicago Health Connections Doula or similar Doulas of North America or approved curriculum and assist with supervising and facilitating the supervision of practicum for 10-12 target community individuals meeting program specific criteria and application process designated by South Phoenix Healthy Start.
- 2.1.2 Target and recruit (in conjunction with program personnel) community individuals meeting program specific criteria and application process designated by South Phoenix Healthy Start.

- 2.1.3 Achieve a score of at least 90% satisfaction rate on class evaluations conducted weekly during the training session.
- 2.1.4 Establish working relationships and necessary approval processes for hospital and birthing center based births attended by student doulas.
- 2.1.5 Provide monthly progress reports including individual student performance and progress.
- 2.1.6 Collect and process applicable membership and student certification fees, as applicable.
- 2.1.7 Adhere to Doulas of North America/DONA International and MCDPH code of conduct, standards of practice, education and project timelines, reporting requirements, and reimbursement request guidelines.

2.2 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.3 INVOICES AND PAYMENTS:

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

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

2.3.3 Payment may be made to the Respondent by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Respondent shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

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

2.4 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.

2.5 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.6 STRATEGIC ALLIANCE for VOLUME 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 firm, fixed price service contract 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 expiration date. 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 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

**3.11 SUBCONTRACTING:**

- 3.11.1 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.
- 3.11.2 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.

**3.12 SCHEDULE OF EVENTS:**

Request for Proposals Issued: November 2, 2009

All questions must be submitted in writing to CherylRentscheler@mail.maricopa.gov. All questions and answers will be posted to [www.maricopa.gov](http://www.maricopa.gov) with the original solicitation.

Proposals Opening Date: November 18, 2009

Deadline for submission of proposals is 2:00 P.M., Arizona Time, on **November 18, 2009**. All proposals must be received before 2:00 P.M., Arizona Time, on the above date at the Maricopa County Department of Public Health, 4041 N. Central Avenue, #1400, Phoenix, Arizona 85012.

Proposed review of Proposals: November 19-24, 2009

Proposed award of Contract: November 25, 2009

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

**3.13 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](mailto: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.

3.14 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.17 as follows:

3.14.1 One (1) original hardcopy of all proposal documents.

3.14.2 Three (3) CD providing all proposal documents in PDF format.

3.14.3 Respondents shall address proposals identified with return address, serial number and title in the following manner:

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

SERIAL #: PH RFP 10-015 – Instructors for Doula Training

3.14.4 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.

3.15 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of PH RFP 10-015 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 10-015." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL PH RFP 10-015" 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.

3.16 GENERAL CONTENT:

3.16.1 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.

3.16.2 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.

3.17 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format as listed below:

3.17.1 Letter of Introduction

3.17.2 Qualifications – This section shall describe the respondent's ability and previous experience related to providing Doula training. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, and other pertinent information.

- 3.17.3 Proposal exceptions
- 3.17.4 Attachment A (Pricing)
- 3.17.5 Attachment B (Agreement Page)
- 3.17.6 Attachment C (References)
- 3.17.7 Exhibit 2, Sole Proprietor Waiver (If applicable)

**3.18 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.

- 3.18.1 Availability of staff or contract staff that is currently credentialed with Chicago Health Connections or similar Doula organization.
- 3.18.2 Demonstrated history within the past three (3) years of providing Chicago Health Connections or similar Doula training.
- 3.18.3 Demonstrated ability to assist participants in completing the requirements of Doula certification; including, but not limited to: test preparation, birth attendance, and supervision during practical work.

**3.19 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

- 3.19.1 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:
  - 3.19.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 3.19.1.2 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;
  - 3.19.1.3 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
  - 3.19.1.4 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.
- 3.19.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.19.3 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.

**3.20 E-VERIFICATION OF EMPLOYEES:**

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

3.20.1 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;

3.20.2 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;

3.20.3 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.

3.20.4 That nothing herein shall make any contractor or subcontractor an agent or employee of the contracting government entity.

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

3.21.1 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.

3.21.2 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.

**3.22 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](http://www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp)**

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

ATTACHMENT A  
INSTRUCTORS FOR DOULA TRAINING  
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 IS REQUIRED TO SELECT ONE OF THE FOLLOWING:

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.  
BIDDER MUST INITIAL THE SELECTION BELOW.

- NET 10 \_\_\_\_\_
- NET 15 \_\_\_\_\_
- NET 20 \_\_\_\_\_
- NET 30 \_\_\_\_\_
- NET 45 \_\_\_\_\_
- NET 60 \_\_\_\_\_
- NET 90 \_\_\_\_\_
- 2% 10 DAYS NET 30 \_\_\_\_\_
- 1% 10 DAYS NET 30 \_\_\_\_\_
- 2% 30 DAYS NET 31 \_\_\_\_\_
- 1% 30 DAYS NET 31 \_\_\_\_\_
- 5% 30 DAYS NET 31 \_\_\_\_\_

COMPENSATION/FEES:

RATE

**INSTRUCTOR FOR DOULA TRAINING**

\$ \_\_\_\_\_ see below

\$650 per student (maximum of 12)

One-half (\$325) per student shall be paid after the first session and upon submission of approved sign-in sheet. The other half (\$325) shall be paid following the student's successful completion of all 10 sessions.

\$20 per (1) hour prep time for each session (maximum of 10)

\$200 for each approved monthly progress report including summaries of satisfaction surveys (maximum of \$2400)

Respondent's signature below indicates understanding and agreement to perform the services outlined in the Request for Proposal indicated above for the rate 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 by the issuance of a Purchase Order or Contract 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)

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\_\_\_\_\_  
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:

\_\_\_\_\_  
ATTORNEY FOR MARICOPA COUNTY

\_\_\_\_\_  
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](http://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](mailto: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>."

**EXHIBIT 2**

**SOLE PROPRIETOR WAIVER**



**MARICOPA COUNTY RISK MANAGEMENT  
222 North Central Avenue, Suite 1110  
Phoenix, Arizona 85004**

**SOLE PROPRIETOR WAIVER**

**NOTE: THIS FORM APPLIES ONLY TO MARICOPA COUNTY DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.**

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as \_\_\_\_\_ (name of Sole Proprietor's Business). I am performing work as an independent contractor for Maricopa County. For Workers' Compensation purposes, therefore, I am not entitled to Workers' Compensation benefits from Maricopa County.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor		Social Security Number	Telephone Number
Street Address / P.O. Box	City	State	Zip Code
Signature of Sole Proprietor		Date	
Maricopa County Department of Public Health			
Signature of Procurement Officer		Date	

**Both signatures must be present and the completed form submitted by the Procurement Officer to Maricopa County Risk Management, 222 North Central Avenue, Suite 1110, Phoenix, Az 85004. An authorized Risk Management Representative will sign and return to the Maricopa County Materials Management Department to be maintained in their records.**

Signature of Risk Management Representative

Date

**EXHIBIT 3**

**MATERIALS MANAGEMENT CONTRACTOR TRAVEL AND PER DIEM POLICY**

1. All contract-related travel shall be prior-approved by County.
2. Travel, lodging and per diem expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:  
  
[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC)
3. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.
4. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
  - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverages.
  - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from County prior to rental of a larger vehicle.)
  - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.
  - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
5. Contractor is responsible for any other miscellaneous personal expenses, as they are included in contractor's lodging and per diem expenses.
6. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph 3, above.
7. Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.