

SERIAL 05170 ROQ ISLAMIC RELIGIOUS SERVICES – MCSO

DATE OF LAST REVISION: February 14, 2008 CONTRACT END DATE: December 31, 2008

CONTRACT PERIOD THROUGH DECEMBER 31, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ISLAMIC RELIGIOUS SERVICES – MCSO**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 15, 2005 (Effective 12/05/05)**.

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

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
 Amie Bristol, MCSO Procurement

AMENDMENT #1, effective 2/1/2008 changes the pre-determined compensation/fee schedule found in Section 2.2.1 and the contractor's award page to a new hourly rate of \$21.50 per hour.

INVITATION FOR APPLICATION/ROQ FOR: ISLAMIC RELIGIOUS SERVICES (NIGP 96271)

1.0 **INTENT:**

The intent of this Review of Qualifications is to identify qualified providers to procure the services of Islamic Religious Professionals to provide religious services to individuals incarcerated in the Maricopa County Jails. Maricopa County reserves the right to add additional providers to this contract, as requirements may demand.

2.0 **SCOPE OF WORK, FEES/COMPENSATION, SPECIAL REQUIREMENTS:**

2.1 SERVICES:

- 2.1.1 Contractor shall provide religious services, religious instructions, and pastoral care, as required by the religious group organization represented by the Contractor to Maricopa County Jail inmates.
- 2.1.2 Services shall be provided in accordance with a written schedule from the Sheriff's Inmate Programs Division Commander. The remaining hours may be allocated to counseling as assigned by Inmate Services Staff Chaplain.
- 2.1.3 Contractor shall provide said services on a basis that meets the religious needs of the offenders and as prescribed by the Sheriff's Inmate Programs Division Commander. Contractor's activities shall be subject to the approval and supervision of the Sheriff's Inmate Programs Division Commander.
- 2.1.4 The County shall provide an available meeting place in the facility assigned to the Contractor for religious purposes.

2.2 COMPENSATION/FEES:

- 2.2.1 *Hourly rate is predetermined, by the County, at \$21.50 ~~\$17.50~~ per hour. Stated hourly rate is firm and not negotiable.* Hourly rate is to cover worship services and counseling, subject to acceptance and approval by the County of services rendered.
- 2.2.2 Work schedule is currently 20 (twenty) hours per week, although the number of hours is subject to change based upon the needs of the County.
- 2.2.3 No *mileage* allowance shall be provided.
- 2.2.4 *Compensation/Fee* hourly rate adjustments will be determined by the Maricopa County Sheriff's Department, when the contract is evaluated for renewal. In no case will the contract rate increase exceed the current Consumer Price Index (CPI). Rate increases are at the discretion of the County and are not guaranteed.
- 2.2.5 Contractor shall submit a Maricopa County Sheriff's Contract Chaplain Report (invoice) by the tenth (10th) work day of each month for services rendered the previous month. The invoice must reflect County contract number, as well as the date, time, and jail location for which services were provided.
- 2.2.6 Any purchases of materials required by the Contractor to fulfill the terms of the contract *shall be approved in advance* by the County through the Custody Support Division Commander and acquired in conformance with the County's Procurement Code.

2.2.7 Contractor shall be responsible for any and all taxes, permit, or authorizations that may be required by laws of the federal, state, or local government.

2.3 **SPECIAL REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES ON JAIL PREMISES:**

2.3.1 Contractor shall fully comply with all necessary rules and regulations of Maricopa County Jails relative to the provision of contracted services with detention facilities. Any allegations of non-compliance with Maricopa County Jail rules, policy, and/or procedure, or other misconduct shall be subject to investigation. *Contractors under investigation may be denied access to the jail premises until such time as the investigation is complete.*

2.3.2 Every person entering the jail premises is subject to search in accordance with state law.

2.3.3 Contractor shall be provided a copy of applicable state laws and County policy pertinent to the rules of contraband and illegal activity by the Sheriff's Custody Support Commander and/or Religious Services Section Commander.

2.3.4 The Sheriff's Custody Support Commander and/or Religious Services Section Commander shall keep the Contractor fully informed of County policies, procedures, and activities that have bearing on the Contractor fulfilling assigned obligations under this Agreement, including all security requirements relative to the provisions of contracted services within a jail. The Contractor is required to inform the Sheriff's Custody Support Commander of any activities or changes in personal status that conflict with any MCSO policies, procedures, or detention regulations.

2.3.5 The County shall coordinate all administrative processes regarding security clearance for the Contractor, to provide access to the designated County Jail.

2.3.6 Contractors who have contact with inmates and/or records under the supervision or jurisdiction of the MCSO pursuant to this contract are required to submit to a security clearance and background check by MCSO. The background check may include a criminal records check. Background check will be carried out by MCSO at the County's expense. Security clearance process also includes a no cost security class. *Completion of the background check and attendance/completion of the no cost security class is required prior to the contractor providing any services under this contract.* The jail entry badges will be created at this time also. An annual background check for security clearance purposes may be made by MCSO. Failure to maintain security clearance may result in termination of the contract. The decision of the MCSO as to the eligibility of the employee for contact with inmates or records as stated above is final and is not appealable. Pursuant to state law, the information derived from the background check cannot be divulged to the contractor or any other unauthorized party.

2.4 **WHAT TO SUBMIT AS A RESPONSE TO THIS ROQ:**

2.4.1 **ATTACHMENT A**

2.4.2 **ATTACHMENT B**

2.4.3 **ATTACHMENT C**

2.4.4 **LETTER OF INTEREST**

2.4.5 **RESUME OR CV WITH DETAILED INFORMATION RELATED TO EXPERIENCE AND EDUCATION**

2.4.6 **CREDENTIALS (COPIES OF LICENSES, DIPLOMAS, CERTIFICATIONS, ETC.)**

In addition, all applicants shall be registered as a vendor with Maricopa Count. See Exhibit 1

2.5 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by 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.

2.6 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.7 DELIVERY OF SERVICES:

It shall be the Contractor's responsibility to meet the County's service/delivery requirements, as called for in the Statement of Work. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to adequately provide services and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 EVALUATION CRITERIA:

The evaluation of this ROQ will be based on, but not limited to, the following:

- 3.3.1 Qualifications
- 3.3.2 Experience
- 3.3.3 Determination of responsibility

3.4 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

3.5 FACILITIES:

During the course of this Agreement, 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.

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 **INDEMNIFICATION**

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 acts, errors, omissions or mistakes 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 attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

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.

3.6.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then 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, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **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 attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including COUNTY.

The scope of this indemnification does not extend to the sole negligence of COUNTY.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Amie Bristol, Procurement Manager, MCSO, 602-876-3409, a_bristol@mcs.maricopa.gov

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

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled) and four (4) "copies" (labeled). All responses shall be complete, inclusive of all attachments, letter of interest, CV or resume, etc., as requested in the solicitation. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

MASJID JAUHARATUL ISLAM, 102 W SOUTH MOUNTAIN, PHOENIX, AZ 85041

PRICING SHEET P086602/B0607304/NIGP 96271

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

SERVICE DESCRIPTION _____ HOURLY RATE

ISLAMIC RELIGIOUS SERVICES _____ \$ 17.50/HOUR

Vendor/contractor signature below indicates understanding and agreement with the pre-determined compensation/fee hourly rate referenced above. The hourly rate noted above is firm and not negotiable. Determinations concerning adjustments to the stated hourly rate are at the discretion of the MCSO, see section 2.2.4.

Abdur Rahim Shamsid Deen _____ 11/08/05
Signature _____ Date

AUTHORIZED PROVIDER: ABDUR RAHIM SHAMSID DEEN

CONTRACT EFFECTIVE DATE 12/05/05.

AUTHORIZED PROVIDER: ABDUR RAHIM AGIN FAREED

AUTHORIZED PROVIDER: AMEER ALI

Terms: _____ Net 15

Vendor Number: _____ W000005838 X

Telephone Number: _____ 602 268 6151

Fax Number: _____ 602 276 9566

Contact Person: _____ Mr. Abdur Rahim Shamsid Deen

E-mail Address: _____ desertimam@aol.com

Contract Period: _____ To cover the period ending December 31, 2008.

Cancel Contract Effective April 01, 2008.

ESSAM MAHMOUD, 14417 N 9TH STREET, PHOENIX, AZ 85022

PRICING SHEET P086602/B0607304/NIGP 96271

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

2.0 PRICING:

SERVICE DESCRIPTION

HOURLY RATE

ISLAMIC RELIGIOUS SERVICES

~~\$ 17.50~~ 21.50/HOUR Effective 02/01/08

Vendor/contractor signature below indicates understanding and agreement with the pre-determined compensation/fee hourly rate referenced above. The hourly rate noted above is firm and not negotiable. Determinations concerning adjustments to the stated hourly rate are at the discretion of the MCSO, see section 2.2.4.

Essam Mahmoud
Signature

02/20/07
Date

CONTRACT EFFECTIVE DATE 03/19/07

Terms:	Net 15
Vendor Number:	W000009493 X
Telephone Number:	602/375-8831
Contact Person:	Essam Mahmoud
E-mail Address:	essammah@hotmail.com
Contract Period:	To cover the period ending December 31, 2008.