

SERIAL 06120 S SPEECH/LANGUAGE DISABILITIES SERVICES FOR HS CHILDREN - HS

DATE OF LAST REVISION: March 26, 2007 CONTRACT END DATE: June 30, 2009

CONTRACT PERIOD THROUGH JUNE 30, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SPEECH/LANGUAGE DISABILITIES SERVICES FOR HS
CHILDREN – HS (NIGP 95295)**

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 **November 30, 2006 (Eff. 01/01/07)**.

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/ks
Attach

Copy to: Clerk of the Board
 Judy Montgomery Bell, MCHS
 Kathy Sicard, Materials Management

(Please remove Serial 01149-S from your contract notebooks)

**INVITATION FOR BID FOR: SPEECH/LANGUAGE SERVICES FOR HS CHILDREN – HS
(NIGP 95259)**

1.0 INTENT:

The Maricopa County Human Services Department (MCHSD) hereby solicits bids from qualified proposers to provide speech and language services to children with disabilities ages three to five in accordance with the Head Start Performance Standards on Services for Children, U.S. Department of Health and Human Services, Administration on Children, Youth and Families, 45 CFR Parts 1304, 1305 and 1308. The resultant contract will be awarded for a three (3) year period, with options for renewal. In the best interests of the County and to allow the greatest flexibility to fulfill the need for services in the various geographic locations, this contract may be awarded to one or multiple vendors. The County reserves the right to make subsequent contract awards, as requirements may demand. The services/tasks to be provided are:

Speech/Language Therapy Services

This is a requirements pricing agreement. No services shall be provided without a valid purchase order.

2.0 SPECIFICATIONS:

2.1 DEFINITIONS:

- 2.1.1 Adequate referral and recruitment means completed referrals, assessment, and certification according to Federal and State rules.
- 2.1.2 Evaluation Service means procedures used to determine whether a child is disabled and the nature and extent of the special education and related services needed.
- 2.1.3 Children with disabilities means children certified under Head Start diagnostic criteria as having one of the following conditions; mental retardation, orthopedic handicap, health impairment, serious emotional disturbance, speech and language impairment, learning disability, visual handicap or hearing impairment. Outside the scope of this definition are children with correctable conditions who do not need special, altered or additional educational or support service.
- 2.1.4 Head Start – means an early care and education service for children ages 0-5 that provides a comprehensive health, nutritional, educational, mental health, and social services curriculum. The program encourages the direct participation of parents in the development, conduct and direction of the program to support and enhance the parental role.
- 2.1.5 Home Base Services – are a part of the Head Start program in which teachers regularly visit the home. A lesson is prepared with the parents to assist the family in meeting agreed upon objectives and provide support to the family in teaching children. Usually Home Base is provided to three-year-old children, or where individual conditions warrant home teaching rather than center based teaching.
- 2.1.6 Independent Living Skills means a service that provides training, supervision, therapeutic activities and, as appropriate, counseling to promote skill development in independent living, self care, communication and social relationships.
- 2.1.7 Individualized Educational Program (IEP) means a written statement developed in accordance with applicable laws and regulations for each individual child by a multidisciplinary team meeting listing:
1. Present levels of educational performance.
 2. Measurable annual goals and short-term objectives.

3. Specific special education and related services to be provided and extent of participation in regular program.
4. Projected dates for initiation of services and the anticipated duration of the services.
5. Criteria for evaluating achievement of objectives.

2.1.8 Multidisciplinary Team (Also known as IEP team) means a group which may consist of a Psychologist, Special Educator, Speech Pathologist, Occupational Therapist, Physical Therapist, parents, teachers and administrators which meet for the purpose of developing, reviewing or modifying the individual education plan. A multidisciplinary team may meet in the absence of parents only after following procedures pursuant to 34 CFR 300.345.

2.1.9 Parent Interview means an interview with the parent or custodian adult to obtain information on family history, prenatal, birth and medical history, developmental history and daily routine and/or to administer a standardized parent report instrument as indicated.

2.1.10 Referral Date means the date on which the Contractor receives the signed referral for a child to be served.

2.1.11 Related Services means the developmental, corrective, and supportive services as required to assist a child with disabilities to benefit from special education.

2.1.12 Special Rural Area Provision – Areas of Maricopa County not frequently served because of distance are provided with special compensation.

2.1.13 Speech/Language Evaluation means the assessment of children referred for communication disorders. The assessment process should include but not be limited to, standardized tests, screening instruments, informal observations, parent interviews, language samples and oral peripheral exam. Unit of service is 3 hours per evaluation, maximum 6 hours per evaluation.

2.1.14 Speech/Language Therapy means a service that provides training in receptive and expressive language, voice, articulation, fluency and oral habilitation and rehabilitation. Unit of service is 60 minutes of service time.

2.2 GOAL:

To provide quality professional services for preschool children with identified disabilities, ages 3-5, that will enable each child to reach his full potential.

2.3 SPEECH/LANGUAGE THERAPY SERVICES

The contractor will provide speech/language therapy services for the duration of the contract, according to the objectives and timeframes designated by each child's Individual Education Plan (IEP). Unit of service is defined as one (1) hour of therapy per week for one child per site – the unit rate increases $\frac{1}{2}$ **hour** for each additional child served at the same site. *In the event that therapy is provided to more than one child simultaneously, at a given site, the allowable rate is defined as one (1) hour of therapy for the first child, and $\frac{1}{2}$ hour of therapy for each additional child served in the group.*

2.3.1 Methodology, Staff, and Service Activities: Weekly services will be provided to a maximum of 45 children at designated sites by appropriately Arizona certified and licensed speech pathologists. Head Start sites include (but are subject change): Hamilton HUD, Palm Lane HUD, Paiute Community Center, Mesa Boys and Girls Club, First Evangelical Lutheran Church, Guadalupe Child Development Center, Washington Activity Center, ASU East Child Development Center, Guadalupe HUD,, Gilbert Boys and Girls Club, Scottsdale Community College, East Valley Institute of Technology

(EVIT), West Side Generational facility, North Tempe Multi-Generational Center and the First Presbyterian Church of Mesa. Classroom hours will vary. The Department will provide a current list by July 1st. The contractor will also make staff available on a consulting basis for identified children at the above-designated sites. Subject to the approval of the Department Disabilities/Mental Health Coordinator, additional consultation will be provided at a limited number of sites occupying space on public school campuses where collaborative relationships in the provision of direct services exist.

- 2.3.2 Direct service delivery will include working directly with children on a weekly basis in a fully integrated setting while implementing individual and group activities directly related to each child's IEP goals and objectives.
- 2.3.3 Non-contact service delivery is any service that relates to the child but is not direct, face to face contact with the child. Services will include writing log notes, consulting with classroom staff, attending meetings on behalf of the child,.
- 2.3.4 The speech/language therapist will provide weekly consults with the Head Start instructional staff to assist in the integration of IEP goals and objectives into the daily routine and curriculum.
- 2.3.5 The speech/language therapist will maintain clear documentation of children's ongoing progress toward IEP goals and objectives by completing classroom therapy logs describing therapist actions, planned activities, child progress, and suggestions for the Head Start teaching staff.
- 2.3.6 Contract staff will participate in monthly team meetings with the parents and teaching staff to review child progress, suggest additional activities, and analyze problem situations. When additional services are specified on the IEP, and provided by the school district personnel, those individuals will be invited to the monthly meeting.
- 2.3.7 Quarterly progress reports will be provided to parents and teaching staff in accordance with local district policies and procedures.
- 2.3.8 Individual Contractor staff working in the classroom will be responsible for maintaining regular contact with school district personnel who work in the same classroom. Areas of collaboration will include, but are not limited to: decisions regarding placement of children originally referred and tested through either the District or Head Start; coordination of services when both agencies are serving an individual child or classroom; transitioning children with disabilities from Head Start into the school district; implementation of IEP services; monitoring of IEP review dates; scheduling team meetings with parents and implementation of socialization and integration plans.
- 2.3.9 Method of evaluation:
 - 2.3.9.1 Monthly team meeting reports and therapy logs will be reviewed by the Department to assure: (1) The IEP driven services are provided by the Contractor and (2) there is collaboration between the Contractor and Department staff. Monitoring of team functioning will be conducted by the Disabilities/Mental Health Coordinator as per Head Start Performance Standards.
 - 2.3.9.2 Teacher and parent evaluation questionnaires will be administered yearly by the Department. The questionnaire will survey the results of the collaborative efforts and the quality of the transition process.
 - 2.3.9.3 Documentation of referrals and placements will be monitored monthly by the Department to insure timelines are met.

2.4 REPORTING REQUIREMENTS

- 2.4.1 The contractor will submit a monthly report reflecting the children served (identified by name and location of service), type of service received, amount of time spent with the child, date of service, and staff providing the service.
- 2.4.2 Claims for reimbursement must be supported by documentation and contain the client's name, the cost incurred, date of service, unit of service, and therapist providing the service by the tenth (10th) working day of the following month. The Department will provide the reporting format. All claims for reimbursement will be reviewed and reconciled on a monthly basis.
- 2.4.3 The contractor and all subcontractors performing under this Contract shall create and maintain client records, financial records, and all other documents and information relevant to this Contract and shall hold open such materials to inspection and review by the Department's official monitors or auditors for five (5) years. All the above may examine, copy, and make use of any and all said materials. A paragraph to this effect shall be placed in all subcontracts.

2.5 STANDARDS/LICENSURE REQUIREMENTS

- 2.5.1 All services must be provided by professionals who meet the State requirements for certification and/or licensure, as well as meet all Day Care Licensing requirements for personnel (which include fingerprinting and a background check) and who have training and/or experience in the needs of young children ages 0-5. Resumes/Vitae of professional staff (including job description[s] for staff not yet hired) who will provide contract services should be provided with the proposal.
- 2.5.2 Contractor must provide contract services to each child in the child's dominant language. (Note: Many children in the Head Start program are often bilingual or monolingual in Spanish).
- 2.5.3 All services must meet Head Start Performance Standards (45-CFR-1304-1308), Arizona Regulations R-7-2-401, and Part B of the Individuals with Disabilities Education Act 2004, as amended.
- 2.5.4 Contractor must maintain confidentiality of children's records for a period of five (5) years.
- 2.5.5 Services shall be provided a minimum of one hundred fifty-one (151) days per year. Days of operation will be Monday through Friday, 8:00 A.M. to 5:00 P.M. Classrooms operate Monday through Friday
- 2.5.6 All services will be provided in accordance with the applicable service specifications and "unit definitions and principles for computing and recording units".

2.6 CONTRACTING STANDARDS

- 2.6.1 This program shall not commence prior to January 1, 2007, and shall not extend beyond June 30, 2009. Option to renew for up to three years will be based on satisfactory performance, availability of funds and approval by the Board of Supervisors.
- 2.6.2 The Contractor must be able to confirm that it has all necessary licenses, certificates, and permits for operation of the proposed program in the State, City or Town and County.
- 2.6.3 The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion,

sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall, to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; American With Disabilities Act and; Arizona Executive Order 75-5 which mandates that all persons shall have equal access to employment opportunities.

- 2.6.4 The Contractor must accept the units of service in the objective and to implement the Work Statement contained in this IFB for the proposed contract term.
- 2.6.5 "Maricopa County Minority and Women Owner Business shall not disclose any documents submitted in support of an application for certification, if confidentiality is requested at the time information is submitted, to the extent allowed by Arizona Revised Statutes, Section 39-121."
- 2.6.6 ***Contractor shall provide services to all facilities, without exception, within the geographical service area, as stated. The area is defined as east of the City of Phoenix boundaries, which includes Tempe, Scottsdale, Chandler, Gilbert, Guadalupe, Higley, and Mesa.***
- 2.6.7 The provisions of A.R.S.§ 46-141 are hereby incorporated as provisions of this Contract.
- 2.6.8 Any contract provider for the provision of services to juveniles shall provide that personnel who are employed by the provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall be finger printed as a condition of employment. The Provider shall submit employee fingerprints to the agency designated below before the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision. Personnel under eighteen years of age shall not be prohibited from employment solely because criminal history record information is not available to the department.
 - 2.6.8.1 Contractors providing Head Start Services: Arizona Department of Health Services, Office of Fingerprint Services, 1647 E. Morten Ave., Suite 190, Phoenix, Arizona 85020.
- 2.6.9 The provider shall assume the costs of fingerprint checks and may charge these costs to its finger printed personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- 2.6.10 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department and notarized whether they are awaiting trial on or have ever been convicted of any of the following criminal offenses in this state or similar offenses in another state or jurisdiction prior to the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision.

Sexual abuse of a minor; incest; first or second degree murder; kidnapping; arson; sexual assault; sexual exploitation of a minor; contributing to the delinquency of a minor; commercial sexual exploitation of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; a dangerous crime against children as defined in A.R.S. § 13-604.01; child abuse; sexual conduct with a minor; molestation of a child; manslaughter; aggravated assault.
- 2.6.11 The provider may avoid cancellation or termination of the contract if the person whose fingerprints or certification form shows that he has been convicted of or awaiting trial on an offense or similar offense as listed in this subsection is immediately prohibited from

employment or service with the provider in any capacity requiring or allowing the person to provide services directly to juveniles without supervision.

2.6.12 The requirements of subsections 1 through 6 of this section do not apply to any personnel who are employed by a provider that has a contract for services to juveniles with or is licensed or certified by the Department of Health Services, The Supreme Court, or the State Department of Juvenile Corrections and who have been finger printed and submitted the required certification forms in connection with that employment.

2.6.13 Adult clients of a provider or licensee who are receiving treatment services are exempt from the requirements of this section, unless they provide services directly to juveniles without supervision. Volunteers who provide services to juveniles under the direct visual supervision of the contractor's or licensee's employees are exempt from the fingerprinting requirements of this section.

2.7 ESTIMATED SERVICE POPULATION

2.7.1 Approximately 30 classrooms with 17-20 children/classroom with approximately 10% of the children having a certified disability. Geographical areas served include the areas of attendance for the Tempe School District (including Guadalupe), Kyrene School District (including Guadalupe), Mesa School District, Chandler School District, Scottsdale School District (including Scottsdale Community College campus), Gilbert School District and Higley School District.

2.7.2 Estimated 75 children requiring services designated in their IEP.

2.7.3 Incidents of disabilities in this population are similar to other populations in the Valley.

2.9 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 bidder to determine any and all taxes and include the same in bid price.

2.10 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.

2.11 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.

2.12 INVOICES AND PAYMENTS:

2.12.1 The Contractor 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:

- 2.12.1.1 Company name, address and contact
- 2.12.1.2 County bill-to name and contact information
- 2.12.1.3 Contract Serial Number
- 2.12.1.4 County purchase order number
- 2.12.1.5 Invoice number and date
- 2.12.1.6 Payment terms
- 2.12.1.7 Date of service or delivery

- 2.12.1.8 Quantity (number of days or weeks)
- 2.12.1.9 Contract Item number(s)
- 2.12.1.10 Description of Purchase (product or services)
- 2.12.1.11 Pricing per unit of purchase
- 2.12.1.12 Freight (if applicable)
- 2.12.1.13 Extended price
- 2.12.1.14 Mileage w/rate (if applicable)
- 2.12.1.15 Arrival and completion time (if applicable)
- 2.12.1.16 Total Amount Due

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

2.12.2 Payment will be made to the Contractor by Accounts Payable through the Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.12.3 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.

2.13 TAX:

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 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.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a two (2) and one half (1/2) year period. *(January 1, 2007 through June 30, 2009)*

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 two (2), one (1) year 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 period at least thirty (30) calendar days prior to the expiration of the original contract period.

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 INDEMNIFICATION AND INSURANCE:

3.4.1 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 negligent 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 there from, caused by any negligent 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.

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

3.5 INSURANCE REQUIREMENTS

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.

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.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

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.

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.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such 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.

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.

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.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 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.

3.5.2 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.

3.5.3 Workers' Compensation:

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. (N.B. - \$1,000,000 limits on larger contracts)

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.

3.5.4 Certificates of Insurance.

3.5.4.1 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.**

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.

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.

3.5.4.2 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.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.9 ORDERING AUTHORITY.

3.9.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.10 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 OFFICER, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Judy Montgomery Bell, Disabilities/Mental Health Coordinator, Maricopa County Head Start,
602-506-5757

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

3.11 EVALUATION CRITERIA.

3.11.1 The evaluation of Bids will be based on, but will not be limited to, the following:

3.11.1.1 Compliance with specifications.

3.11.1.2 Price.

3.11.1.3 Determination of Responsibility.

3.11.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.12 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide one (1) original hardcopy (labeled), and one (1) hardcopy copy and one (1) electronic copy, including pricing, on CD. Respondents 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. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.14 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

3.14.1 **Mandatory:** One (1) original hardcopy (labeled), one (1) hardcopy copy of pricing and one (1) electronic copy of pricing on a CD;

3.14.2 **Mandatory:** Attachment "A", Pricing;

3.14.3 **Mandatory:** Attachment "B", Agreement; and

3.14.4 **Mandatory:** Attachment "C", References.

3.15 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.

ADVANCED THERAPY SOLUTIONS, PO BOX 6397, CHANDLER, AZ 85246
EAST VALLEY SPEECH PATHOLOGY

PRICING SHEET: S083201/B0604190 (NIGP 95259)

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ____ NO ____ %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

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

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>FEE/COMPENSATION</u>
1.1 SPEECH//LANGUAGE THERAPY SERVICES IN FULL AND COMPLETE COMPLIANCE WITH SECTION 2.0, TECHNICAL SPECIFICATIONS OF THIS SOLICITATION FEE/COMPENSATION HOURLY RATE STATED SHALL BE BASED UPON ONE (1) CHILD, NON-GROUP SESSION (SEE SECTION 2.3 OF THIS SOLICITATION FOR THE ALLOWED COMPENSATION RATE FOR MORE THAN ONE CHILD (GROUP SESSION))	\$ 60.00 / HR.

Terms: Net 30

Vendor Number: ~~W000003459 X~~ **W000009749 X**

Telephone Number: 480-820-6366

Fax Number: 480-820-0462

Contact Person: ~~Wendy Carr~~ **Shelly Carr**

E-mail Address: ~~evspaaz@msn.com~~ **ats@atsaz.net**

Company Web Site: ~~www.eastvalleyspeech.com~~ **www.atsaz.net**

Contract Period: To cover the period ending **June 30, 2009.**

CONTRACT REASSIGNMENT EFFECTIVE DATE 5/01/07.