

**SERIAL 08115 ROQ ISLAMIC RELIGIOUS SERVICES - MCSO**

**DATE OF LAST REVISION: December 31, 2008 CONTRACT END DATE: December 31, 2011**

**CONTRACT PERIOD THROUGH DECEMBER, 2011**

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 31, 2008**.

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.

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Wes Baysinger, Director  
Materials Management

SF/bg  
Attach

Copy to: Materials Management  
Amie Bristol, MCSO

(Please remove Serial 05170-ROQ from your contract notebooks)

**REVIEW OF QUALIFICATIONS (ROQ) FOR: ISLAMIC RELIGIOUS SERVICES - MCSO**

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 (MCSO), at \$21.50 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 work schedule 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 (MCSO) 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**
- 2.4.6 RESUME OR CV WITH DETAILED INFORMATION RELATED TO EXPERIENCE AND EDUCATION**
- 2.4.7 CREDENTIALS (COPIES OF LICENSES, DIPLOMAS, CERTIFICATIONS, ETC.)**

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

2.5 FACILITIES:

During the course of this Contract, the County will provide the Contractor with adequate workspace or such other related facilities as may be required by Contractor to carry out its obligations enumerated herein.

2.6 INVOICES AND PAYMENTS:

**2.6.1 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:**

- 2.6.1.1 Company name, address and contact
- 2.6.1.2 County bill-to name and contact information
- 2.6.1.3 Contract Serial Number
- 2.6.1.4 County purchase order number
- 2.6.1.5 Invoice number and date
- 2.6.1.6 Payment terms
- 2.6.1.7 Date of service or delivery
- 2.6.1.8 Quantity (number of days or weeks)
- 2.6.1.9 Contract Item number(s)
- 2.6.1.10 Description of Purchase (product or services)
- 2.6.1.11 Pricing per unit of purchase
- 2.6.1.12 Extended price
- 2.6.1.13 Total Amount Due

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

**2.6.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County 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/](http://www.maricopa.gov/finance/)).

2.6.3 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.

2.7 TAX:

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

2.8 DELIVERY:

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

2.9 INDEPENDENT CONTRACTOR:

2.9.1 Contractor's relationship to the County shall be as an independent contractor and not as an employee.

2.9.2 This Contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.

2.9.3 No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities in the event of a claim for one or more of them is brought against Maricopa County.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This ROQ solicitation is intended for awarding a firm, fixed price requirements contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at its 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, (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 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.

3.4 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:

3.4.1 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.

3.4.2 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.

3.4.3 Certificates of Insurance.

3.4.3.1 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.

3.4.3.2 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.

3.5 WAIVER OF CLAIMS:

3.5.1 Contractor accepts the compensation provided in the Contract in lieu of any other claim(s), demand(s), request(s) or compensation for the services that Contractor provides pursuant to the Contract.

3.5.2 Contractor’s obligations, including the duty of continuing representation, under this section shall survive the termination or expiration of the Contract.

3.5.3 Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a portion of the cases that Contractor has performed under the Contract. The value of the Contract as a whole shall be determined by reference to the following factors:

3.5.3.1 County’s average cost per case for all the services provided by Contractor under the Contract, compared to the County’s average cost per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate, and other Contract Attorneys; County’s average cost per hour of services provided by Contractor under the Contract, compared to the County’s average cost per hour for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys; and

3.5.3.2 Contractor’s average hours per case, compared to the average hours per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys.

3.5.4 This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is construed as invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

3.6 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

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 OFFICER, 602-506-3274  
([sfisher@mail.maricopa.gov](mailto:sfisher@mail.maricopa.gov))

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

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSES:

Respondents shall provide one (1) original hard copy (labeled) and one (1) hard copy copies of their Response, identified as “copy” **Respondents shall address Responses identified with return address, serial number and title in the following manner:**

**Maricopa County Department of Materials Management  
320 West Lincoln Street  
Phoenix, Arizona 85003**

**SERIAL 08115 – ROQ  
ISLAMIC RELIGIOUS SERVICES – MCSPO**

Application/response must be signed by Respondent.

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

3.9 EVALUATION OF RESPONSES – SELECTION FACTORS:

An Evaluation Committee shall be appointed, chaired by the Procurement Officer, to evaluate each Response. At the County’s option, Respondents may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the Respondent(s). Responses will be evaluated on the following criteria which are listed in descending order of importance.

3.9.1 Respondent’s proven qualifications and credentials.

3.9.2 Experience in providing the services.

3.9.3 Determination of responsibility.

3.10 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.10.1 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:

3.10.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.10.1.2 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 statues or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.10.1.3 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

3.10.1.4 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.

3.10.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.10.3 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.

3.11 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.

**ABDUR-RAHIM RAREED, 102 W. SOUTH MOUNTAIN AVE, PHOENIX, AZ 85041**

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)

PRICING SHEET NIGP CODE: 9627101

1.0 PRICING

<u>SERVICE DESCRIPTION</u>	<u>HOURLY RATE</u>
ISLAMIC RELIGIOUS SERVICES	\$21.50/hour

Applicant/respondent/contractor/ signature below indicates full understanding and agreement with the pre-determined compensation/fee hourly rate stated above. The stated hourly rate is firm and is not negotiable. Determination regarding adjustment to the stated hourly rate is at the discretion of the MCSO, also see Section 2.2.4.

  
Signature

  
Date

APPLICANTS/RESPONDENTS ARE REMINDED THAT FULL COMPLIANCE WITH SECTION 2.4 REQUIRED SUBMISSION DOCUMENTS IS A MANDATORY REQUIREMENT

Terms: NET 10  
Vendor Number: W000013682 X  
Telephone Number: 480-430-6666  
Fax Number: 602-268-6151  
Contact Person: Abdur-Rahim Fareed  
E-mail Address: [arfareed@aol.com](mailto:arfareed@aol.com)  
Certificates of Insurance: Required  
Contract Period: To cover the period ending December 31, 2011.

ADAM A. SHABAZZ, 3305 S 95<sup>TH</sup> DR. TOLLESON, AZ 85353

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

ACCEPT PROCUREMENT CARD:  YES  NO

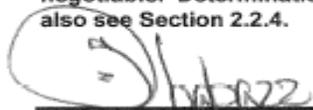
REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:  YES  NO  %  
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

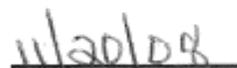
PRICING SHEET NIGP CODE: 96271

1.0 PRICING

<u>SERVICE DESCRIPTION</u>	<u>HOURLY RATE</u>
ISLAMIC RELIGIOUS SERVICES	\$21.50/hour

Applicant/respondent/contractor signature below indicates full understanding and agreement with the pre-determined compensation/fee hourly rate stated above. The stated hourly rate is firm and is not negotiable. Determination regarding adjustment to the stated hourly rate is at the discretion of the MCSO, also see Section 2.2.4.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

APPLICANTS/RESPONDENTS ARE REMINDED THAT FULL COMPLIANCE WITH SECTION 2.4 REQUIRED SUBMISSION DOCUMENTS IS A MANDATORY REQUIREMENT

Terms: NET 30  
Vendor Number: W000005744 X  
Telephone Number: 602-549-0730  
Contact Person: Adam A. Shabazz  
E-mail Address: [lmamshabazz@newmedina.org](mailto:lmamshabazz@newmedina.org)  
Certificates of Insurance Required  
Contract Period: To cover the period ending December 31, 2011.