



NOTICE OF SOLICITATION

SERIAL #: PH RFP 09-030

REQUEST FOR PROPOSAL FOR: HIGH RISK NUTRITIONIST (REGISTERED DIETITIAN)

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 Friday, May 29, 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 09-030 RFP REQUEST FOR PROPOSAL FOR HIGH RISK NUTRITIONIST (REGISTERED DIETITIAN)**"

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 RENTSCHELER
PROCUREMENT OFFICER
TELEPHONE: (602) 506-6886
EMAIL: cherylrentscheler@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

TABLE OF CONTENTS

NOTICE

TABLE OF CONTENTS

SECTIONS:

1.0	INTENT
2.0	SCOPE OF WORK
3.0	SPECIAL TERMS & CONDITIONS

ATTACHMENTS:

ATTACHMENT A	PRICING
ATTACHMENT B	AGREEMENT/SIGNATURE PAGE
ATTACHMENT C	REFERENCES

EXHIBITS:

EXHIBIT 1	VENDOR REGISTRATION PROCEDURES
EXHIBIT 2	SOLE PROPRIETOR WAIVER FORM
EXHIBIT 3	MATERIALS MANAGEMENT CONTRACTOR TRAVEL AND PER DIEM POLICY

REQUEST FOR PROPOSAL FOR: HIGH RISK NUTRITIONIST

1.0 INTENT:

- 1.1 The Maricopa County Department of Public Health WIC (Women, Infants, and Children) program (MCDPH) is seeking to hire one or more High Risk Nutritionists (Registered Dietitian) to work with WIC clients. This is a program that serves 90,000 clients per month with a staff of approximately 150. The program serves pregnant, breastfeeding, and post-partum women, as well as children up to the age of 5 years old.
- 1.2 The High Risk Nutritionist will work with clients one on one in the various WIC clinics. Using education materials provided by the WIC program, the nutritionist will discuss the nutritional risk, what behaviors or health issues that are impacting that risk, and what changes, if any, can promote positive change related to the identified risk.
- 1.3 The High Risk Nutritionist will also conduct education classes (both for staff and clients) and act in a supervisory role when the clinic supervisor is absent.
- 1.4 The anticipated yearly amount to be spent on this contract is approximately \$200,000 among all qualified respondents.
- 1.5 Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.11, below)
- 1.6 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:

2.1 DELIVERABLES:

- 2.1.1 Provide individual and/or group nutrition education to clients with an identified nutrition risk via needs assessment and behavior modification techniques.
- 2.1.2 Develop and provide lesson plans, teach nutrition education classes to staff and clients.
- 2.1.3 Maintain SOAP or PES documentation for each client seen.
- 2.1.4 Provide follow-up calls to high risk clients and update SOAP/PES documentation.
- 2.1.5 Provide community outreach services and act as an agency liaison.
- 2.1.6 Attend planning meetings and trainings as necessary.
- 2.1.7 Provide management support by assisting WIC Site Supervisor in supervisory, quality assurance and management duties.
- 2.1.8 Authorize and document special infant formulas as necessary.
- 2.1.9 Provides client services including eligibility determination, anthropometric measurements and hemoglobin analysis.

2.2 USAGE REPORT:

The Contractor shall furnish the County a weekly usage report delineating the services performed under the Contract. The format of the report shall be approved by the County and shall disclose all services provided and hours worked.

2.3 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.

2.4 INVOICES AND PAYMENTS:

2.4.1 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
- Dates of service
- Hours worked
- Description of services provided
- Total Amount Due

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

2.4.3 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/).

2.4.4 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.

2.5 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.

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

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a 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 four (4) 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 REQUIREMENTS CONTRACT:

3.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

3.5.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

3.5.3 Purchase orders will be cancelled in writing.

3.6 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.

3.7 TERMINATION FOR DEFAULT:

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 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.
- 3.7.4 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.

3.8 INDEMNIFICATION:

- 3.8.1 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.
- 3.8.2 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.
- 3.8.3 The scope of this indemnification does not extend to the sole negligence of County.

3.9 INSURANCE REQUIREMENTS:

- 3.9.1 Any Contractor who is duly appointed to the Maricopa County Department of Public Health and who provides health care, medical, professional, or consulting services pursuant to the terms of this contract shall be deemed agents of the County for purposes of determining professional liability for acts arising out of the performance of this Contract. Such professional liability coverage shall be for services performed as specified in the Scope of Work of this Contract. The County through the Maricopa County Attorney's Office shall provide the defense and legal representation.
- 3.9.2 The scope of the County's responsibility to any Contractor who is duly appointed to the Maricopa County Department of Public Health and who provide health care, medical,

professional, or consulting services is governed by the terms of the Maricopa County Self Insurance Trust, as amended.

- 3.9.3 Maricopa County, its Risk Management Department and its Self Insurance Trust may defend or settle any claim or suit involving said Contractor as it deems appropriate and Contractor's consent is not required. However, the County will make reasonable efforts to consult and coordinate with the Contractor or its medical providers prior to making and/or implementing any settlement decision.
- 3.9.4 Workers' Compensation. Contractor shall carry Workers' Compensation insurance as required by state law. If required, prior to the commencement of this Agreement, Contractor shall have its insurance carrier provide an appropriate certificate of insurance evidencing compliance with the terms of this paragraph.
- 3.9.5 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 obtained by Contractor pursuant to this agreement.

3.10 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.

3.11 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.

3.12 SUBCONTRACTING:

- 3.12.1 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.
- 3.12.2 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.

3.13 LICENSURE/CERTIFICATION

- 3.13.1 Contractor shall comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and/or regulatory authorities relating to the licensure and regulation of health care providers and physicians.
- 3.13.2 Upon request, Contractor agrees to allow County, to the extent permitted by law, access to credentials of Qualified Physicians and Qualified Providers who are providing services to Department under the terms and conditions of this Contract.
- 3.13.3 Contractor expressly agrees that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 (and to the Occupational and Safety Health Act of the State of Arizona), including but not limited to training, provision of personal protective equipment, provision of post-

exposure prophylaxis, adherence to appropriate lock out/tag out procedures, and providing all notices, material safety data sheets, labels, etc. required by the right-to-know-standard.

3.14 SCHEDULE OF EVENTS:

Request for Proposals Issued: Thursday, April 30, 2009

Deadline for written questions is Friday, May 15, 2009. All questions must be submitted to Cheryl Rentscheler@mail.maricopa.gov and must be received by 2:00 PM, Arizona time. All questions and answers will be posted to www.maricopa.gov with the original solicitation.

Proposals Opening Date: Friday, May 29, 2009

Deadline for submission of proposals is 2:00 P.M., Arizona Time, on Friday, May 29, 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 and short list decision: June 1, 2009 – June 4, 2009

Proposed Respondent interviews: (if needed) June 4, 2009 – June 12, 2009

Proposed selection and negotiation: June 15, 2009

Proposed award of Contract: July 1, 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.

3.15 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

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

Administrative telephone inquiries shall be addressed to:

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

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

3.16 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

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

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

3.16.2 One (1) CD providing all proposal documents in Word and then the entire proposal document in PDF format.

3.16.3 Four (4) CD's providing the entire proposal in PDF format only.

- 3.16.4 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 09-030 – HIGH RISK NUTRITIONIST

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

3.17 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of PH RFP 09-030 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 09-030." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL PH RFP 09-030," 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.

3.18 GENERAL CONTENT:

- 3.18.1 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.
- 3.18.2 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.

3.19 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type).

- 3.19.1 Table of Contents
- 3.19.2 Letter of Transmittal – This section shall contain a cover letter with introduction.
- 3.19.3 Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, and other pertinent information.
- 3.19.4 Proposal exceptions
- 3.19.5 Copies of applicable licenses
- 3.19.6 Attachment A (Pricing)

- 3.19.7 Attachment B (Agreement Page)
- 3.19.8 Attachment C (References)
- 3.19.9 Exhibit 2, Sole Proprietor Waiver (If applicable)

3.20 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.

- 3.20.1 Respondent must be a Registered Dietitian.
- 3.20.2 Previous experience providing same or similar services
- 3.20.3 Previous experience working with low literacy adults
- 3.20.4 Proposed hourly rate
- 3.20.5 Ability to communicate bilingually a plus (Spanish)

3.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

3.21.1 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:

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

3.21.1.2 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;

3.21.1.3 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

3.21.1.4 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.

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

3.21.3 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.

3.22 E-VERIFICATION OF EMPLOYEES:

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

- 3.22.1 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;
 - 3.22.2 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;
 - 3.22.3 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.
 - 3.22.4 That nothing herein shall make any contractor or subcontractor an agent or employee of the contracting government entity.
- 3.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:
- 3.23.1 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.
 - 3.23.2 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 department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.24 POST AWARD MEETING:
- The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

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

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

ATTACHMENT A

HIGH RISK NUTRITIONIST (REGISTERED DIETITIAN)

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:

HOURLY RATE

HIGH RISK NUTRITIONIST (REGISTERED DIETITIAN)

\$ _____

(As defined herein)

(Please fill in)

Respondent's signature below indicates understanding and agreement to perform the services outlined in the Request for Proposal for the hourly rate they have listed above. This rate is subject to negotiation prior to contract approval.

Signature (REQUIRED)

Date

ATTACHMENT B

AGREEMENT

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

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

_____ Small Business Enterprise (SBE)

RESPONDENT SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER or VENDOR NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE

EMAIL ADDRESS

MARICOPA COUNTY, ARIZONA

BY: _____
PROCUREMENT OFFICER

DATE

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT C

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES AND SMALL BUSINESS PROGRAM

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

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

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

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

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

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

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

SMALL BUSINESS PROGRAM

(MCBIZ)

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

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

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

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 Materials Management Department			
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
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.