

Solicitation PH ROQ 13-003
Psychiatric Service Community Provider

Maricopa County

Bid PH ROQ 13-003 Psychiatric Service Community Provider

Bid Number PH ROQ 13-003
Bid Title Psychiatric Service Community Provider

Bid Start Date Jul 18, 2012 10:54:21 AM MST
Bid End Date Aug 15, 2012 2:00:00 PM MST
Question & Answer End Date Jul 30, 2012 2:00:00 PM MST

Bid Contact Cheryl Rentscheler
602-506-6886
rentschelerc@mail.maricopa.gov

Description

Maricopa County Department of Public Health, Health Care for the Homeless Program (HCH) is seeking a qualified organization to co-locate within the HCH facility which is located on the Human Services Campus (HSC) for the homeless and to provide behavioral health services and psychiatric oversight to homeless patients. Contractor shall be expected to bill either AHCCCS or private insurance for insured patients. HCH shall pay for uninsured patients.



NOTICE OF SOLICITATION

SERIAL #: PH ROQ 13-003

REVIEW OF QUALIFICATIONS FOR: PSYCHIATRIC SERVICE COMMUNITY PROVIDER

Notice is hereby given that sealed proposals will be received by the Maricopa County Department of Public Health, 4041 N. Central Avenue, #1400, Phoenix, AZ 85012, until 2:00 P.M. Arizona time on **AUGUST 15, 2012** for the furnishing of the following or 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.

To participate in this solicitation process, vendors shall register through BidSync.com. To register with BidSync, please go to www.BidSync.com and click on the orange 'Register' link. Registration has no cost, and will allow you to access all of the proposal information, proposal documents, and receive proposal notifications.

For assistance with registration, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or agency-support@BidSync.com

All Proposals must be signed, sealed and addressed to the Maricopa County Department of Public Health, 4041 N. Central Avenue, #1400, Phoenix, AZ 85012, and marked "**SERIAL #: PH ROQ 13-003, REVIEW OF QUALIFICATIONS FOR PSYCHIATRIC SERVICE COMMUNITY PROVIDER.**"

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>

ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED THROUGH THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE AS WELL AS ONLINE AT WWW.BIDSYNC.COM.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY DEPARTMENT OF PUBLIC HEALTH

DIRECT ALL INQUIRIES TO:

CHERYL RENTSCHLER
PROCUREMENT OFFICER
TELEPHONE: (602) 506-6886
EMAIL: cherylrentschler@mail.maricopa.gov

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/Materials/solicitation.aspx>

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SERIAL #: PH ROQ 13-003**REVIEW OF QUALIFICATIONS FOR: PSYCHIATRIC SERVICE COMMUNITY PROVIDER****1.0 INTENT:**

Maricopa County Department of Public Health, Health Care for the Homeless Program (HCH) is seeking a qualified organization to co-locate within the HCH facility which is located on the Human Services Campus (HSC) for the homeless and to provide behavioral health services and psychiatric oversight to homeless patients. The successful Contractor shall be viewed as a mutual community partner with the goal of improving the physical health status of adults with serious mental illnesses (SMI), general mental health (GMH) and substance abuse diagnosis and who have or are at risk for co-occurring primary care conditions and chronic diseases. The Contractor shall be responsible for examination, diagnoses, and treatment of patients who present with signs and symptoms of mental illness. The Contractor shall establish a referral process for patients referred by the HCH primary care clinic and the behavioral health program as well as referrals from community partners who serve the HSC for the homeless. The Contractor shall routinely re-evaluate and re-examine all clients on psychotropic medication on a regular appropriately timed basis. The Contractor shall maintain and release client records and psychiatric reports in accordance with Arizona Department of Health Services (AZDHS) and the Regional Behavioral Health Authority (RBHA) established policies and procedures. Contractor shall be expected to bill either AHCCCS or private insurance for insured patients. HCH shall pay for uninsured patients.

The service location will be the HCH clinic located at 220 S. 12th Avenue. HCH shall provide all space to Contractor (in the form of three (3) rooms approximately 8'x15' each) including all utilities such as electricity and water. The Contractor shall provide services using a combination of telemedicine, on site psychiatric services, and ancillary care during the HCH hours of operation which are Monday-Friday, 7:00 AM – 4:00 PM.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.19, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:

- 2.1 Contractor shall assist in the development of a system for HCH staff to coordinate services for behavioral health patients who are SMI and seen in the primary care clinic.
- 2.2 Contractor shall provide assistance in the development of a system for HCH staff to coordinate appointments for behavioral health patients who are experiencing a behavioral health crisis and are seen in the primary care clinic.
- 2.3 Contractor shall provide services to uninsured patients who have a GMH diagnosis and who have a completed HCH referral/screening intake form at time of service.
- 2.4 Contractor shall coordinate a referral process to provide services to patients who are homeless, served on the Human Services Campus, are Title 19 eligible, and have a GMH or SMI diagnosis.
- 2.5 Contractor shall coordinate a referral process to provide services to patients who are homeless, served on the Human Services Campus, are non-Title 19 eligible, and have SMI diagnosis.
- 2.6 Contractor shall have the ability to provide services in a language the patient understands or via an interpreter.
- 2.7 Contractor should be familiar with providing services to the indigent.
- 2.8 Contractor should be familiar with services rendered at Health Care for the Homeless.
- 2.9 Contractor shall provide a monthly invoice which specifies name and date of birth of patient and cost of service.
- 2.10 Contractor shall provide comprehensive care management and medication management.
- 2.11 Contractor shall provide care coordination and health promotion.
- 2.12 Contractor shall provide a person-centered care plan for each individual that coordinates and integrates all of his or her clinical and non-clinical health-care related needs and services.
- 2.13 Contractor shall provide individual and family support, which includes authorized representatives.

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- 2.14 Contractor shall provide referrals to community and social support services, including appropriate follow-up.
- 2.15 Contractor shall use health information technology to link services, facilitate communication among team members and between the health team and individual and family caregivers, and provide feedback to practices.
- 2.16 The Contractor shall maintain applicable licensure and skills according to the requirements by State law, Department policies, and licensure agencies.

2.17 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.

2.18 INVOICES AND PAYMENTS:

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

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

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

2.18.3 Payment shall 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 Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

2.18.4 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.

2.19 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.

2.20 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts.

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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, renew the term of this Contract up to a maximum of four (1) additional years, 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 INDEMNIFICATION:

3.4.1 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.

3.4.2 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.

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

3.5 INSURANCE REQUIREMENTS:

3.5.1 Contractor, at Contactor'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 A-, VII or higher. 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

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said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability.
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Automobile Liability.
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 3.5.11 Workers' Compensation.

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3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.13 Certificates of Insurance.

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

3.5.13.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.13.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 LICENSURE/CERTIFICATION

3.6.1 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.

3.6.2 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.

3.6.3 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.

SERIAL #: PH ROQ 13-003**3.7 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

3.7.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.7.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.8 SUBCONTRACTING:

3.8.1 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.

3.8.2 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.

3.9 SCHEDULE OF EVENTS:

Request for Proposals Issued: Wednesday, July 18, 2012

Deadline for written questions is 2:00pm on Monday, July 30, 2012. All questions and answers shall be posted to www.bidsync.com under the Q&A's tab for the solicitation.

Proposals Opening Date: Wednesday, August 15, 2012

Deadline for submission of proposals is 2:00 P.M., Arizona Time, on **AUGUST 15, 2012**. 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, AZ 85012.

Proposed review of Proposals: August 15 – 24, 2012

Proposed selection and negotiation: August 27 – 31, 2012

Proposed award of Contract: September 10, 2012

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.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

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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.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

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

- 3.11.1 One (1) original hardcopy of all proposal documents.
- 3.11.2 One (1) CD or flash drive providing all proposal documents in their original version (Word, Excel, etc.) as well as all proposal documents in PDF format.
- 3.11.3 Five (5) CD's or flash drives providing the entire proposal in PDF format only.
- 3.11.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

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

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- 3.11.5 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.

3.12 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of PH ROQ 13-003 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 ROQ 13-003." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL #: PH ROQ 13-003," 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.

3.13 GENERAL CONTENT:

- 3.13.1 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.

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3.13.2 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.

3.14 **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 10 pages (excluding attachments), single sided, 10 point font type).

3.14.1 Letter of Transmittal

3.14.2 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent’s best offer.

3.14.3 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, an estimate of the time each would devote to this program, and other pertinent information.

3.14.4 Proposed compensation for uninsured clients – This section shall describe a compensation strategy for those clients that are uninsured and in which HCH shall reimburse Contractor. This can either be on a per client basis, a per month basis, or a combination of the two.

3.14.5 Proposal exceptions

3.14.6 Attachment A (Pricing)

3.14.7 Attachment B (Agreement Page)

3.14.8 Attachment C (References)

3.14.9 Exhibit 3, Sole Proprietor Waiver (If applicable)

3.15 **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.

3.15.1 Previous experience in providing the same or similar services

3.15.2 Proposed methodology of receiving referrals from HCH and getting clients into care

3.15.3 Current caseload and capacity to expand services to HCH population

3.15.4 Proposed price for uninsured clients

3.16 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

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- 3.16.1 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:
- 3.16.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 3.16.1.2 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;
 - 3.16.1.3 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
 - 3.16.1.4 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.
- 3.16.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.16.3 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.
- 3.17 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
- 3.17.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). 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. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
 - 3.17.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.17.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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

3.18.1 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.

3.18.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.19 CONTRACTOR LICENSE REQUIREMENT:

3.19.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

3.19.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.20 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.20.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

3.20.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.21 POST AWARD MEETING:

SERIAL #: PH ROQ 13-003

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 STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: <http://www.maricopa.gov/Materials>

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

SERIAL #: PH ROQ 13-003

ATTACHMENT A

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:

AMOUNT OR RATE

PSYCHIATRIC SERVICE COMMUNITY PROVIDER

\$ _____

(As defined herein)

(Please fill in)

Respondent's signature below indicates understanding and agreement to perform the services outlined in the Request for Proposal indicated above for the total amount or rate they have listed above.

Signature (REQUIRED)

Date

SERIAL #: PH ROQ 13-003

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 (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY

STATE

ZIP

DATE

WEB SITE

EMAIL ADDRESS

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: _____

SERIAL #: PH ROQ 13-003**EXHIBIT 1****VENDOR REGISTRATION PROCEDURES**

BidSync.com Registration is FREE and REQUIRED for all vendors.

Register On-line at <https://www.bidsync.com/Links/links-learn>

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.

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or agencysupport@BidSync.com

SERIAL #: PH ROQ 13-003

EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

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

Re: Serial #: PH ROQ 13-003, Psychiatric Service Community Provider

To Cheryl Rentscheler:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

Question and Answers for Bid # PH ROQ 13-003 - Psychiatric Service Community Provider

OVERALL BID QUESTIONS

**There are no questions associated with this bid. If you would like to submit a question,
please click on the "Create New Question" button below.**

Question Deadline: Jul 30, 2012 2:00:00 PM MST