



**FREQUEST FOR PROPOSAL  
16-23-SHF-03  
NURSING SERVICES  
Health Department**

**INTRODUCTION**

The County of Cochise, Arizona ("County") will accept competitive sealed Request for Proposal (RFP) for Nursing Services at the mailing address or physical location until the date and time detailed below. RFPs shall be in the actual possession of the County on or prior to the exact date and time indicated above. Late RFPs will not be considered **RFP'S shall be submitted in a sealed package marked "RFP 16-23-SHF-03 RFP – "Nursing Services"**. All RFP's shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal.

<b><u>Deadline to Submit Questions:</u></b>	June 9, 2016 prior to 5:00 PM Local Standard Time
<b><u>Pre Proposal Conference:</u></b>	No formal pre-proposal conference will be scheduled. Please contact Terry Rutan if a visit is desired.
<b><u>Proposal Due Date:</u></b>	Prior to June 16, 2016 at 4:00 PM Local Standard Time
<b><u>Number of copies:</u></b>	1 Original, 2 Copies
<b><u>Contact:</u></b>	Terry Rutan Cochise County Procurement Department
<b><u>Phone:</u></b>	520-432-8392
<b><u>E-Mail:</u></b>	<a href="mailto:trutan@cochise.az.gov">trutan@cochise.az.gov</a>
<b><u>Address for mailing and / or delivery of Proposals:</u></b>	Cochise County Procurement Department 1415 Melody Lane, Bldg. C Bisbee, AZ 85603
<b><u>Technical Contact:</u></b>	Terry Rutan Cochise County Procurement Department



## PART ONE

### 1.0 Introduction:

This document constitutes an Invitation for Bids (IFB) or a Request for Proposal (RFP), via competitive sealed bids/proposals from qualified individuals and organizations to provide Pharmaceutical Services per the Specifications/Scope of Work as set forth herein.

1.1 For ease of use only, this document is divided into the following sections:

Part One	Introduction and Background
Part Two	General Instructions to Bidders/Offerors
Part Three	Special Instructions to Bidders/Offerors
Part Four	Scope of Work/Statement of Work
Part Five	Special Terms and Conditions
Part Six	General Terms and Conditions
Part Seven	Form of Agreement
Part Eight	Exhibits and Attachments

## PART TWO

### GENERAL INSTRUCTIONS TO BIDDERS/PROPOSERS

#### 1.0 Definition of Key Words Used in the Invitation for Bids/Request for Proposals:

- **Best and Final Offer:** Means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service and products to be delivered. Sometimes referred to as a Final Proposal Revision
- **County:** Cochise County, Arizona
- **Contractor, Consultant:** The individual, partnership, or corporation who, as a result of the competitive bidding/proposal process, is awarded this Contract by Cochise County
- **Contract:** The legal agreement executed between Cochise County, Arizona, and the Contractor, specifically Cochise County Contract No. 10-18-PUR-02
- **May:** Indicates something that is not mandatory but permissible
- **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the bid/proposal as non-responsive.
- **Should:** Indicates something that is recommended but not mandatory. If the Bidder/Proposer fails to provide recommended information, the County may, at its sole option, ask the Bidder/Proposer to provide the information or evaluate the bid/proposal without the information.
- **Will:** Indicates an expression of intent, but is not binding
- **Solicitation:** An Invitation for Bids (IFB), Request for Price Quote (RFPC), Request for Proposals (RFP), Request for Qualifications (RFQ)
- **Responsible Bidder or Offeror:** Individual, partnership, or corporation who has the capability to perform the Contract requirements and the integrity and reliability that will assure good faith performance
- **Responsive Bidder or Offeror:** Individual, partnership, or corporation who submits a bid or proposal that conforms in all material respects to the Invitation for Bids or Request for Proposals
- **Vendor:** Individual, partnership, or corporation who may be capable of providing the goods or services required in a solicitation

#### 2.0 Preparation of Bid/Offer:

It is the responsibility of all bidders/offerors to thoroughly examine the entire Invitation for Bids/Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date.

##### 2.1 Form: No Facsimile, Telegraphic or Electronic Offers:

A bid/offer shall be submitted on the forms provided in this solicitation or photocopies of those forms. A facsimile, telegraphic, Mailgram or electronic bid/offer shall be rejected.

##### 2.2 Typed or Ink; Corrections:

The bid/offer must be typed or in ink. The person signing the bid/offer must initial erasures, interlineations or other modifications in the bid/offer in ink. Modifications will not be permitted after bids/offers have been opened.

##### 2.3 Bid/Proposal Form; Original Signatures:

The Bid Form/Proposal Form within the solicitation must be submitted with the bid/offer and must include an original signature by a person authorized to sign the bid/offer. The signature shall signify the bidder/offeror's intent to be

bound by the bid/offer and the terms of the solicitation. Failure to submit an original signature with the bid/offer shall result in rejection of the bid/offer.

**2.4 Exceptions to Terms and Conditions:**

A bid/offer that takes exception to a material requirement of any part of the solicitation, including a material term and condition, shall be rejected.

**3.0 Inquiries:**

All inquiries related to this solicitation shall be directed to the Procurement Officer unless otherwise stated in the solicitation.

**3.1 Submission of Inquiries:**

The Procurement Officer or the contact person identified in the solicitation may require that an inquiry be submitted in writing. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry since it may be identified as an offer and not be opened until after the bid/offer due date and time. Electronic inquiries may be submitted.

**3.2 Timeliness:**

The Procurement Officer shall receive any inquiry at least seven (7) days before the bid/offer due date and time. Failure to meet this time requirement may result in the inquiry not being answered.

**3.3 No Right to Rely on Verbal Responses:**

Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation addendum. A Bidder/Offeror may not rely on verbal responses to its inquiries.

**4.0 Submission of Offer:**

**Bids/offers should be fully completed and in a sealed envelope/package BEFORE delivery to the Procurement Department. The Procurement Department will not provide the use of telephones or any packaging materials for the use of the bidder/offeror in the preparation or delivery of the bid/offer.**

Bids/proposals shall be received at:

**Cochise County Procurement Department  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603**

until the time and date cited above in the cover page. **Sealed bids/proposals must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above.** Late bids shall be returned unopened. Electronic format bids/proposals will not be accepted unless specifically required in the solicitation.

**4.1 Sealed Envelope or Package:**

Each bid/offer shall be submitted in a sealed envelope or package that identifies its contents as:

**RFP 16-23-SHF-03 Nursing Services, Health Department**

The name and address of the firm/individual submitting the Bid/Proposal must be clearly indicated on the outside of the envelope or package containing the offer. **Bids/offers that are not in sealed envelopes or packages WILL NOT BE ACCEPTED.**

**4.2 Addenda:**

Each solicitation addendum shall be signed with an original signature by the person signing the bid/offer, and shall be submitted no later than the bid/offer due date and time. Failure to return a signed copy of a material solicitation addendum shall result in rejection of the bid/offer.

- It is the proposer's responsibility to monitor the County's website for possible addenda to this solicitation to inform him/herself of the most current scope of work, terms and conditions and to submit his/her submittal in accordance with the original solicitation requirements and all addenda.

**4.3 Late Bids/Offers:**

A bid/offer received after the exact bid/offer due date and time shall be rejected. The bid/proposal will be returned unopened to the Bidder/Offeror.

- The Official Time Clock is located in the Procurement Department. All times referred to in this solicitation are determined by this clock.

**4.4 Overnight Delivery Service:**

Overnight delivery services **do not** deliver overnight to the Bisbee area. Shipment of bids/offers should be made with adequate allowances for slow delivery time.

**4.5 Bid/Offer Amendment or Withdrawal:**

A bid/offer may not be amended or withdrawn after the offer due date and time.

**4.6 Public Record:**

Under applicable law, all bids/offers are public records and must be retained by the County. Bids are public records upon opening. Offers are open to public inspection after Contract award. If a bidder/offeror believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its bid/offer detailing the reasons why that information should not be disclosed. The County shall make a final determination whether or not the information is confidential. If it is determined that the information may be disclosed, the bidder/offeror shall be informed in writing of such determination.

**5.0 Offer Acceptance Period:**

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date, unless otherwise stated in the solicitation.

**6.0 Taxes:**

The County is subject to State of Arizona and other Government Agency taxes imposed within Arizona. State of Arizona Use Tax will be paid directly to the state when orders are placed with out-of-state vendors. No taxes other than those imposed within the State of Arizona will be paid in addition to the bid/offer price.

**7.0 Cost of Bid/Offer Preparation:**

The County will not reimburse any Bidder/Offeror the cost of responding to a solicitation.

**8.0 Certifications, Disclosure, and Disqualification:**

**8.1 Non-collusion, Employment and Debarment:**

By signing the Bid/Proposal Page or other official Contract form, the Bidder/Offeror certifies that:

- It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid/offer; and
- It does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

**8.2 Disclosure:**

If a Bidder/Offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Bidder/Offeror shall disclose that information in its bid/offer. Failure to do so shall result in rejection of the bid/offer.

**8.3 Disqualification:**

The bid/offer of a Bidder/Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

**9.0 Award of Contract:**

**9.1 Number or Types of Awards:**

Where applicable, the County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, or by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the County. If it is determined that an aggregate award to one Bidder/Offeror is not in the County's best interests, "all or none" bids/offers shall be rejected.

Notwithstanding any other provision of the solicitation, the County reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all bids/offers or portions thereof; or
- Cancel a solicitation

**10.0 Contract Inception:**

A response to a solicitation is an offer to Contract with the County based upon the terms, conditions and specifications contained in the County's solicitation does not become a Contract unless and until it is awarded by the Board of Supervisors. A Contract has its inception in the award document, eliminating a formal signing of a separate Contract. For that reason, all of the Terms and Conditions of the procurement Contract are contained in the solicitation, unless any of the Terms and Conditions are modified by a solicitation addendum, a Contract amendment, or by mutually agreed upon terms and conditions in the Contract documents.

**11.0 Protests:**

A protest shall comply with and be resolved according to the Cochise County Procurement Policy, Section Fifteen. It shall be in writing and be filed with the Procurement Officer before the bid/offer due date. A protest of a proposed award or an award shall be filed within five (5) days of the Contract award or within five (5) working days of the mailing of the notice of award, whichever is later. A protest shall include:

- The name, address, and telephone number of the protester and the signature of the protester or its representative;
- The number and name of the solicitation that is being protested;
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- The form of relief requested.

**12.0 Order of Precedence:**

In the event of a conflict in the provision of this solicitation, the following shall prevail:

- Special Terms and Conditions
- General Terms and Conditions
- Specifications or Scope of Work or Services
- Documents referenced in the solicitation
- Special Instructions to Bidders/Offerors
- General Instructions to Bidders/Offerors

## PART THREE

### SPECIAL INSTRUCTIONS TO BIDDERS/PROPOSERS

#### 1.0 Bidder/Offeror's Contacts:

1.1 All questions regarding this solicitation, including technical specifications, solicitation, process, etc., must be directed to the procurement officer Terry Rutan at (520) 432-8392 or [trutan@cochise.az.gov](mailto:trutan@cochise.az.gov). The bidder/offeror shall not contact or direct inquiries concerning this solicitation to any other County employee unless the solicitation specifically identifies a person other than the procurement officer as a contact.

- Vendors may submit questions for clarification concerning the RFP requirements to the Procurement Officer listed above. All questions must be received by 5:00 PM, Local Standard Time, on June 9, 2016. Cochise County reserves the right, at its sole discretion, to accept questions beyond that date, should unanticipated and significant issues arise. Immediate responses to questions are informal and are not binding on the County. An official County response to questions is made by issuing an addendum, if it is necessary.
- If a Vendor discovers an ambiguity, discrepancy, conflict, omission or other error in the RFP, the Vendor shall immediately notify the Procurement Officer listed above of such error and request modification or clarification of the RFP Modifications will be made by issuing an addendum to the RFP.

#### 2.0 Pre-Bid/Proposal Conference:

No formal Pre-Bid/Proposal conference will be held if offeror wishes to visit the County they may make arrangements through Terry Rutan, Senior Buyer at (520) 432-8392 or [trutan@cochise.az.gov](mailto:trutan@cochise.az.gov).

#### 3.0 Bid/Proposal Format:

One (1) original and two (2) copies of each bid/proposal must be submitted on the forms and in the format specified in the solicitation. The original copy of the bid/proposal should be clearly labeled "**ORIGINAL**". Failure to include the requested information may have a negative impact on the evaluation of the bid/proposal.

3.1 In order to be considered for evaluation the Proposer must submit the Proposal packet with the following, completed as directed.

- The Proposal Form
- The Form of Agreement completed as described in Part Six
- The Proposal in the format as described in Section 4 below

#### 4.0 Proposal Structure:

For convenience of review, please structure the proposal as follows:

##### 4.1 Firm's Qualifications and Experience:

Provide information regarding the firm. Company history and financial history should be provided. Include at least three (3) references for contracts of a similar size and scope and include a minimum of the following information:

- Name and mailing address of the organization. Provide the type and size of the organization and the number of years in operation.
- Name, title and telephone number of a contact person who is currently employed by the organization.

##### 4.2 Project Organization and Management:

Identify the capability of the firm to perform and manage the contract both technically and administratively. Include the following:

- Identify all key personnel, their function, experience, and work locations and that of all proposed subcontractors.
- Resumes of staff members who will be working on this contract.
- Provide copies of proof of licensing or certification for all personnel who will be working under this contract.

Cochise County shall have the option of checking references and may request the substitution of key staff members prior to the start of the project, or as deemed necessary by the County to ensure proper expertise and timely service

**4.3 Methodology:**

Identify all related segments and work tasks and the sequence in which they will be executed. Describe each significant task that shall be undertaken and specify deliverables. (Ref: Section 4. Scope of Work)

**4.4 Price Proposal:**

Offeror shall provide firm, fixed prices according to the instructions in Attachment B.

**5.0 Evaluation Criteria**

The following criteria will be significant in the evaluation of proposals, but the County is not limited to the items mentioned. Items are listed in the order of precedence. The award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the County.

**5.1** Capacity of Offeror

**5.2** Method of Approach

**5.3** Cost

**6.0 Discussions and Selection:**

After the initial receipt and evaluation of proposals, discussions may be conducted with Offerors who submit proposals determined to be the most responsive, which most closely meet the requirements of the Scope of Work, and which are the candidates most likely of being selected for award. Discussions may also be held with responders in order to clarify proposals or portions of proposals.

**6.1** The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a cost of price and technical standpoint. The County may ask for Best and Final Offers.

**6.2** Proposals are accepted by the County with the responder's complete understanding that the final evaluation and selection is final and not subject to review. The County may, at its sole discretion, reject any or all proposals submitted in response to this solicitation.

**PART FOUR**  
**SCOPE OF WORK**

**1.0 Background and Objective:**

Cochise County is seeking qualified organizations to provide high quality cost-effective Nursing Services to Cochise County. The County's primary need is within the Cochise County Jail however, any County Department that requires a nurse will be eligible to use this contract.

**2.0 Service Description:**

All nursing services shall be performed in a thorough and professional manner that conforms to the accepted methods and practices and in strict compliance with all local and state codes, ordinances, laws and policies. The Contractor shall be responsible for establishing that each service provider assigned to perform work at the Cochise County Jail is licensed by the state of Arizona. The County would prefer to use only Registered Nurses.

All contractor staff assigned to the Cochise County Jail pursuant to the Contract shall, for all purposes, be considered employees of the Contractor only. The Contractor shall assume sole and exclusive responsibility for the payment of wages and any benefits to all contractor staff assigned to provide services to the facility under the Contract.

**3.0 Tasks:**

**3.1 Registered Nursing Services (RN):**

The Registered Nurse (RN) shall be responsible for performing services that include, but are not limited to, the following:

- 3.1.1** Shall provide services such as treatment regimens and the delivery of medications as prescribed by a medical provider or under the guidelines of the Emergency Response Orders and Nursing Treatment Protocols. As needed, assess chronic, acute and emergency health care needs of patient or inmate and document accordingly in the patient or inmate's medical record.
- 3.1.2** Knowledge of communicable disease principles and understanding of Center for Disease Control (CDC), Occupational Safety Health Association (OSHA) Guidelines and correctional procedures. RNs shall have the ability to work with multiple health care disciplines and work cooperatively with the corrections staff.
- 3.1.3** Shall provide services such as treatment regimens and delivery of medications as prescribed by a medical provider or under the guidelines of the Nursing Treatment Protocols. As needed, assess chronic, acute and emergency health care need of the patients, and document accordingly in the medical record.
- 3.1.4** Knowledge of communicable disease principles and understanding of Center for Disease Control (CDC) Occupational Safety Health Association (ASHA) Guidelines. RNs shall have the ability to work with multiple health care disciplines and work cooperatively with County Public Health Nursing Division.

**3.2 Licensed Practical Nurse (LPN):**

The County would prefer the use of RNs. The Licensed Practical Nurse (LPN) shall be responsible for performing the following services that include, but are not limited to the following:

- 3.2.1** Shall provide services such as treatment regimens and the delivery of medications as prescribed by a medical provider or under the guidelines of the Emergency Response Orders and Nursing Treatment Protocols. As needed, describe chronic, acute and emergency health care needs of patient or inmate and document accordingly in the patient or inmate's medical record.
- 3.2.2** Nursing activities for which the LPNs have been prepared through basic education and those additional skills which are obtained through approved continued education programs.

**4.0 Requirements:**

**4.1 Licenses and Certifications Requirements:**

- 4.1.1** The Contractor shall possess all business licenses and/or certifications required by law to provide Nurse Registry Services. The Contractor shall be responsible for verifying current license/certification and to obtain copies for the personnel file. The Contractor shall present licenses and/or certification within four (4) hours of County request. Providing an employee to County who has a probationary or suspended license may be cause for contract termination. The Contractor's employees shall have the following licenses/certificates; knowledge and understanding that include, but are not limited to, the following:
- Shall hold a current license in good standing privilege to practice as a RN or LPN. The Contractor shall be responsible for verifying licenses and certifications with the Arizona State Board of Nursing prior to having their employees commence work with Cochise County.
  - Shall comply with the Arizona State Board of Nursing Statues, Rules and Regulations.
  - Shall be Cardio-Pulmonary Resuscitation (CPR) and Basic Life Support (BLS) certified, meeting the American Heart Association Standards.
  - Shall be familiar with the Occupational Safety Health Association (OSHA) regulations
- 4.1.2.** The Contractor shall ensure that all employees assigned to work at the County facility have a negative T.B. tuberculin screening before commencing work. The Contractor shall provide results to the County within two (2) hours of request.

**4.2 General Requirements:**

- 4.2.1** The Contractor shall have a designated staff member available to receive calls, fax, e-mails and phone messages twenty-four (24) hours, seven (7) days a week, based on the needs of the County facility. The designated person shall return and confirm the request for services within one (1) hour. All requests shall be made by the Detention Medical Services Manager or designee. The notification will have detailed information on the assigned work area and hours. The Contractor shall be responsible for providing the County with an Employee Summary Sheet for each new staff sent to the facility.
- 4.2.2** The Contractor is responsible for notifying their employees of an assignment and providing the details related to that assignment to include but not limited to the following:
- Location, including address and phone number;
  - Shift hours;
  - Duration of request;
  - Name of person at the County facility to whom personnel will report; and
  - Sign in & sign out Procedures.
- 4.2.3** All Contractor employees must sign in on the sign in sheet on their assigned unit at the actual time they arrive for assignment. When ending an assignment, the contractor's employee must sign out at the actual time they leave the assigned unit. The Detention Medical Services Manager or designee will fax copies of the sign-in sheets to the contractor before noon each Monday.
- 4.2.4** The Contractor's employees shall work through the end of all assigned shifts. A verbal report to the nurse ensuring responsibility for care on the status of the patient(s) under their care or any significant event will be required before leaving the premises at the end of their shift.
- 4.2.5** The Contractor's employees shall arrive for work on time. The County reserves the right to refuse assigned employees who are more than ten (10) minutes late for the assigned shift. Cochise County may refuse any the Contractor's employees who demonstrate excessive tardiness defined as on more than three (3) occasions.
- 4.2.6** The Contractor shall be responsible for finding replacements for their staff who call in sick, or do not arrive for a pre-arranged scheduled shift.

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- 4.2.7** The Contractor shall supply a supervisor or manager on site at a minimum of once per month to evaluate performance of the contracted employees. Pre-arranged appointments shall be made with the Detention Medical Services Manager or designee. These visits will focus on performance issues and corrective actions that may be required.
- 4.2.8** The Contractor shall be responsible for providing additional information and/or training to their employees as new information and technologies become available. The Contractor shall be responsible for all expenses related to ongoing training and travel.
- 4.2.9** Contractor's employees showing signs of impairment will be questioned about their behavior. The Contractor will absorb the cost for drug testing if the supervisor feels the employee is not able to safely perform their duties. In these cases, the employee will be sent home in a safe manner, and will be paid for hours worked. Additionally, a written report documenting the incident will be sent to the Contractor.
- 4.2.10** The Contractor shall guarantee that all staff provided has the following minimum knowledge, skills and abilities:
- Knowledge or principles and practices of interpersonal communications, dynamics of human behaviors, crisis intervention; knowledge of institutional security, order and disciplinary systems.
  - Knowledge of compiling, maintaining, and documenting resident files including use of Electronic Health Records.
  - Knowledge of methods of individual and group facilitation and evaluation.
  - Skills in compiling, maintaining, and documenting patient medical and behavioral health records.
  - Ability to assist in the development and implementation of treatment plans.
  - Ability to follow written and verbal directives as provided by supervisory and/or clinical professional staff.
  - Ability to carry out and lead safety and security duties to maintain order and discipline.
  - Ability to compile and document resident behavior in prescribed format in the case file.
  - Ability to direct unit programs and activities.
  - Assigned Contractor's employees shall knowledgeable of "Standard Nursing Practices".
- 4.2.11** Any regulatory required documentation that the RN or LPN working on behalf of the Contractor does not complete, must be corrected within 24 hours. Cochise County reserves the right to charge back any costs incurred to make this documentation regulatory compliant.
- 4.2.12** Contractor registry staff will cooperate with any abuse, neglect investigation and to provide statements, supporting documentation within 24hrs.

**5.0 Reporting:**

- 5.1** The Contractor shall maintain security over all records, reports and related material and shall release such information only in a manner authorized by the appropriate authority.

**6.0 Holidays:**

**6.1** Holiday pay will be allowed for the following six major

New Year's Day (January 1)  
Memorial Day  
Independence Day (July 4)  
Labor Day  
Thanksgiving Day  
Christmas Day (December 25)

**6.2** Rates will apply to a twenty-four (24) hour period, which will begin from 11:00 p.m. the day prior to the holiday through 11:00 p.m. of the actual holiday.

**7.0 Notices, Correspondence, Reports, Invoices and Payments:**

**7.1** The Contractor shall inform the County in writing and receive approval prior to initiating any significant changes in procedures related to billing, and the Scope of Work.

**7.2** Invoices shall be paid by the County within thirty (30) days following receipt of the invoice. In the case of any dispute regarding part of any invoice, County shall pay the undisputed part according to the payment terms described above.

**7.3** All correspondence and inquiries regarding invoicing and payments shall be mailed to the following address. All invoices shall be mailed to the following email address.

Cochise Health and Social Services  
1415 Melody Lane, Building A  
Bisbee, Arizona 85603

**8.0 Requirements:**

**8.1** The Contractor shall comply with all requirements of applicable standards of the Joint Commission, Health Care Financing Agency (HCFA), Occupational Safety Hazard Association (OSHA), NFPA, Environmental Protection Agency (EPA), Center for Disease Control (CDC) and any other federal, state and local regulatory agencies.

**8.2** The Contractor shall provide documentation if requested of evidence of compliance with applicable regulations enforced by the Joint Commission, Health Care Financing Agency (HCFA), Occupational Safety Hazard Association (OSHA), NFPA, Environmental Protection Agency (EPA), Center for Disease Control (CDC) and any other federal, state, and local regulatory agencies.

**8.3** The Contractor shall have a minimum of one (1) year of experience providing the services required.

**8.4** Contractor's sole compensation will be from the hourly rates indicated on the price sheet for services rendered. Additional expenses for travel will not be allowed.

**8.5** The Contractor shall be responsible for documenting proper training required to provide services successfully. The County has the right to request any documentation required to verify credentials. The Contractor shall provide documentation within four (4) hours of County's request. Providing an employee to the County who does not have the appropriate credentials may be cause for contract termination.

**8.6** The Contractor shall ensure that all personnel provided to the County have completed a background check upon commencing services and provide a copy of the successful Fingerprint Clearance card to the County. The licensee or the Contractor shall assume the costs of background checks.

- 8.7** The Contractor shall ensure that all Contractors' employees provided the County have a negative T.B. screening test and yearly thereafter, TB screening results to be provided to County.
- 8.8** Credentialing and Privileging: Credentialing is the process of obtaining, verifying, and assessing the qualifications of a professional staff to provide patient care services in or for a health care organization. Privileging is the process whereby a specific scope and content of patient care services are authorized for the health care practitioner by the Contractor, based on evaluation of the individuals credentials and performance.

The Contractor Shall:

- 8.8.1** Uniformly apply credentialing criteria to licensed practitioners applying to provide patient care or treatment under the facility's care.
- 8.8.2** Verify and uniformly apply the following core criteria: current licensure; current certification, if applicable, relevant education, training, and experience; current competence; and a statement that the individual is able to perform the services he or she is applying to provide.

**PART FIVE  
SPECIAL TERMS AND CONDITIONS**

**1.0 Bid/Proposal Opening:**

Bids/proposals shall be opened publicly at the time and place designated on the cover page of this document.

**1.1 Bids:**

Bids shall be read publicly and recorded.

**1.2 Proposals:**

The name of each Offeror shall be read publicly and recorded. Proposals will not be subject to public inspection until after the Contract award.

**2.0 Offer Acceptance Period:**

In order to allow for an adequate evaluation, the County requires a bid/offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

**3.0 Award of the Contract:**

The Procurement Director will award the Contract to the most responsive and responsible Offeror, whose proposal is most advantageous to the County.

**4.0 Effective Date of Contract:**

Upon Signature of the Procurement Director.

**5.0 Upon Award of the Contract:**

The successful Bidder will sign and file with the County, within ten (10) days after notification of Award, all documents necessary to the successful execution of the Contract, to include contract documents, Form of Agreement, and insurance certificates and bonds as required.

**6.0 Renewal of the Contract:**

Upon written agreement of both parties at least sixty (60) calendar days prior to each Contract anniversary date, the Contract may be renewed for a period of four (4) successive one-year periods under the same terms and conditions as the original Contract. The total number of renewal years permitted shall not exceed four (4).

**7.0 Price Adjustment (Annual):**

The Cochise County Procurement Department may review a fully document request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Procurement Department shall determine whether the requested price increase or an alternate option is in the best interest of the County.

**9.0 Confidential Information:**

If a person believes that any portion of proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Procurement Officer should be so advised in writing. The County shall review all requests for confidentiality and provide a written determination. If the confidentiality request is denied, such information shall be disclosed as public information unless the person utilizes the "Protest" provision listed elsewhere in this solicitation.

**10.0 Suspension or Debarment Status:**

If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the Bidder or Offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a Contract. The County may also exercise any other remedy available by law.

**11.0 Intergovernmental Purchasing Agreements:**

Cochise County has entered into Interactive Purchasing Agreements with other political subdivisions, cities and towns of the State of Arizona in order to conserve resources reduce procurement costs and improve the timely acquisition and cost of supplies, equipment and services. The Contractor to whom this Contract is awarded may be requested by other parties to said Interactive Purchasing Agreements to extend to those parties the right to purchase supplies, equipment and services

provided by the Contractor under this Contract, pursuant to the terms and conditions stated therein. If the Contractor chooses not to extend this pricing to other political subdivisions, they should state so in their proposal.

**12.0 Minimum Requirements:**

Items/services specified in this bid/proposal are only to acknowledge the minimum requirements needed. The County reserves the right to select the material/services it deems most suitable for the intended purpose and use. It is the intent that this will be a guide to specifying the desired material/equipment/services and not to restrict others from bidding/offering.

**13.0 Failure to Deliver:**

In the event of failure of the Contractor to deliver goods/materials/equipment and/or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the goods/materials/equipment and/or services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

**14.0 Authorization for Orders:**

Authorization for purchases under the terms and conditions of this Contract will be made only upon issuance of a Purchase Order. A separate delivery release will be issued against the Purchase Order, either in writing or by telephone.

**15.0 Insurance:**

**INDEMNIFICATION CLAUSE:**

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000

- Each Occurrence \$1,000,000
  - a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: ***“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
  - a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: ***“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.
  - c. Policy shall contain a severability of interest provision.

**3. Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
 

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

  - a. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.
  - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**4. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed (**Blanket Endorsements are not acceptable**) to include, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the contractor shall be primary insurance and that any insurance carried by the Department, and its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **the Department**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**G. APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

**H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**I. Compensation and Method of Payment:**

In consideration of the performance of the services described in the specifications/scope of work, the County will pay the Contractor the sum or amounts as set forth in the Bid/Proposal and the Contractor will charge the County only in accordance with those same amounts.

- Cochise County will pay the Contractor within thirty (30) days following the receipt of itemized invoice(s) for the services rendered. No payment will be issued prior to receipt of material or service and correct invoice.

**J. Non-exclusive Contract:**

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the County of Cochise. The County reserves the right to obtain like services from another source when necessary.

**PART SIX**  
**GENERAL TERMS AND CONDITIONS**

**1.0 Certification:**

By signature on the Bid Page/Proposal Form of this solicitation the Bidder/Offeror certifies:

- 1.1 The submission of the bid/offer did not involve collusion or other anti-competitive practices.
- 1.2 The Bidder/Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order 75.5 and A.R.S. §31-1461 et. seq.
- 1.3 The Bidder/Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the bid/offer with a false statement shall void the bid/offer, any resulting Contract and may be subject to legal remedies provided by law.
- 1.4 The Bidder/Offeror agrees to promote and offer to the County only those materials and/or services as stated in and allowed for under resultant Contract(s) as County Contract items.

**2.0 Gratuities:**

The County may, by written notice to the Contractor, cancel this Contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County with a view toward securing a Contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such Contract. In the event the County pursuant to this provision cancels this Contract, the County shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals that are generally made available to eligible County Government customers shall not be prohibited by this paragraph.

**3.0 Applicable Law:**

This Contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Contract or in statutes pertaining specifically to the State. The Law of the State of Arizona shall govern this Contract, and suits pertaining to this Contract shall be brought only in Federal or State Courts in the State of Arizona.

**4.0 Arizona Procurement Code:**

The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and the Cochise County Procurement Policy are a part of this document as if fully set forth herein.

**5.0 Legal Remedies:**

All claims and controversies shall be subject to A.R.S. §12-1518 et. al.

**6.0 Contract:**

The Contract shall be based upon the solicitation issued by the County and bid/offer submitted by the Contractor in response to the solicitation. The bid/offer shall substantially conform to the terms, conditions and other requirements set for with the rest of the solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County of Cochise and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

**7.0 Contract Amendments:**

This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor.

**8.0 Provisions Required By Law:**

Each and every provision of Law and any clause required by Law to be in the Contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

**9.0 Termination by the County:**

The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written the parties to this Contract receive notice from the County, unless the notice specifies a later time.

**9.1** This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to the Contractor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

**9.2** The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The County will issue a written ten- (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the County:

**9.2.1** Contractor provides personnel who do not meet the requirements of the contract;

**9.2.2** Contractor fails to adequately perform the stipulations, conditions, or services and/or specifications required in the contract;

**9.2.3** Contractor attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;

**9.2.4** Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

**9.2.5** Contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

**10.0 Severability:**

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the invalid provision, or application.

**11.0 Relationship of Parties:**

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly such expenses, if any.

**12.0 Interpretation - Parol Evidence:**

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Cochise County Purchasing Policy is used in this Contract, the definition contained in the Policy shall control.

**13.0 Assignment - Delegation:**

The Contractor without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

**14.0 Subcontracts:**

The Contractor shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and

conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

**15.0 Rights and Remedies:**

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the even of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

**16.0 Protests:**

Protests shall be filed and shall be resolved in accordance with the Cochise County Procurement Policy, Section Fifteen. A protest shall be in writing and shall be filed with the Procurement Director. A protest of a solicitation shall be received at the Procurement Department before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten days after the protester knows or should have known the basis of the protest. A protest shall include:

- 16.1 The name, address and telephone number of the protester;
- 16.2 The signature of the protester or its representative;
- 16.3 Identification of the Purchasing Agency and the solicitation or contract number
- 16.4 A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- 16.5 The form of relief requested.

**17.0 Warranties:**

Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirement may be set forth in this document.

**18.0 Indemnification:**

To the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the County, its agents and employees, from and against any and all claims, damages, losses, expenses, and attorney's fees, arising out of or in connection with or incidental to the performance of this agreement, provided that such claim damage, loss, or expense:

- 18.1 is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and
- 18.2 is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

This indemnity shall not extend to the negligent acts or omissions of the County, its agents and employees, or to that portion of any joint liability that is attributable to any of them.

**19.0 Overcharges by Antitrust Violations:**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

**20.0 Force Majeure:**

- 20.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy; war; riots;

strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement. Force Majeure shall not include the following occurrences:

**20.1.1** Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.

**20.1.2** Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.

**20.2** If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**21.0 Right to Assurance:**

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five- (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**22.0 Records:**

Pursuant to provisions of A.R.S. Title 35, Chapter 1, Article 6, §35-214 and §35-215, each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the County.

**23.0 Advertising:**

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the County. The County shall not unreasonably withhold permission.

**24.0 Exclusive Possession:**

All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the County of Cochise and shall not be used or released by the Contractor or any other person except with prior written permission of the County.

**25.0 Title and Risk of Loss:**

The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**26.0 Liens:**

All goods, services and other deliverables supplied to the County under this Contract shall be free of all Liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all Liens.

**27.0 Payment:**

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provision of A.R.S. Title 35.

**28.0 Licenses:**

Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the Contract.

**29.0 Preparation of Specifications by Persons Other than County Personnel:**

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

**30.0 Cost of Bid/Proposal Preparation:**

The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

**31.0 Public Record:**

All bids and proposals submitted in response to this solicitation shall become the property of the County and shall become a matter of Public Record available for review, subsequent to the award notification. As provided by the Cochise County Purchasing Policy.

**32.0 Payment by the County:**

Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of services herein contemplated, the County may terminate the contract period for the service at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**33.0 Independent Contractor:**

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Cochise County; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants or agents.

**33.1** The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further the County shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the County for its employees.

**34.0 Legal Arizona Workers Act Compliance:**

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each subcontractor who performs any work for the Contractor under this contract likewise complies with the State and Federal Immigration Laws.

The County shall have the right at any time to inspect the books and records of the Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting the Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Contractor shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"The Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal laws applicable to the Subcontractor's employees and with the requirements of A.R.S. §23-214(A). The Subcontractor further agrees that the County may inspect the Subcontractor's books and records to insure that the Subcontractor is in compliance with these requirements. Any breach of this paragraph by the Subcontractor will be deemed to be a material breach of this contract subjecting the Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Contractor shall be entitled to an extension of time, but not costs.

**PART SEVEN**  
**FORM OF AGREEMENT**

**1.0 Form of Agreement:**

Complete the attached Form of Agreement by filling in the area in the top portion of the form designated as “Authorized Representative” and in the lower portion under “**Contractor**”. **Do not fill in the date.**

**1.1 Return the completed Form of Agreement with the proposal packet.**

**AGREEMENT #16-23-SHF-03  
NURSING SERVICES**

**BETWEEN COCHISE COUNTY**

**and**

\_\_\_\_\_  
Name of Firm

This Contract is made between the County of Cochise, State of Arizona (the County) whose Authorized representative is:

Terry L. Rutan, Procurement Department  
Cochise County Procurement Department  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603

and the Contractor, whose complete name, address and Authorized Representative are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Contract is designated by the County as No. #16-23-SHF-03 Nursing Services

The County and Contractor agree as follows:

**Article I. Contract Documents:** The Contract Documents consist of this Agreement; the Cochise County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.

**Article II. Contract Performance:** The Contractor shall provide all of the materials, equipment, and services required by the Contract Documents, with the options and modifications or clarifications, if any, expressly stated here:

**Article III. Date of Commencement and Completion:** The Contractor shall commence performance of this Contract on the date that this Agreement is signed and approved by Cochise County unless a different date is stated below:

As specified in Contract Documents

**Article IV. Payment:** The County shall pay the Contractor in the amounts and at the times or events stated below:

Payment as specified in Contract Documents

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**CONTRACTOR:**

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Authorized Signature

---

Print Name and Title

**APPROVED BY:  
Cochise County**

---

Richard Searle, Chairman  
Board of Supervisors

**ATTEST:**

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Clerk of the Board

**APPROVED AS TO FORM:**

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Deputy County Attorney

# ATTACHMENT A

## Method of Approach

- A. Offeror shall provide an Executive Summary of at least one (1) page in length, which provides an overview of the Offeror's method of approach regarding the provision of products as required by this solicitation.
- B. Offeror shall describe their processes that will ensure the ease of use of this contract in Regards to the Scope of Work in this solicitation.
- C. Please provide your companies implementation plan including ramp up time lines for providing services in this contract.
- D. Offeror shall describe their offering for phone and on-line support in regards to their complete program.
- E. Please confirm that your company can meet the minimum insurance requirements in the Special Terms and Conditions to this solicitation. We urge you to consult with your insurance company and build any increase in cost into your offer.
- F. What is your company's current capacity vs current workload and how will your company bridge the gap to cover nursing positions to provide the critical services under this contract?
- G. Please offer any suggestions based on what you have read in this RFP that may help increase efficiencies and/or provide better service for the County.
- H. Is your firm capable of providing service to the Cochise County Jail, located at 203 Judd Drive, Bisbee, AZ 85603? Where is your office located? Tell us how you would handle this facility, including current staff you have available and how you would recruit to meet County's staffing needs.
- I. Our Jail is a twenty-four (24) hours a day, seven (7) days a week operation. Can your firm provide personnel that can work the shifts?
- J. Section 4.2.6 of the Scope of Work reads "The Contractor shall be responsible for finding replacements for their staff who call in sick, or do not arrive for a pre-arranged scheduled shift"; can you confirm that your firm will do this and tell us how that process will work?

# ATTACHMENT B

## Price Sheet

Shift	Price Per Hour
****Weekday Rate****Registered Nurse (RN) 1 <sup>st</sup> Shift	
****Weekday Rate****Registered Nurse (RN) 2 <sup>nd</sup> Shift	
****Weekday Rate****Registered Nurse (RN) 3 <sup>rd</sup> Shift	
****Weekday Rate****Registered Nurse (LPN) 1 <sup>st</sup> Shift	
****Weekday Rate****Registered Nurse (LPN) 2 <sup>nd</sup> Shift	
****Weekday Rate****Registered Nurse (LPN) 3 <sup>rd</sup> Shift	
****Weekend Rate****Registered Nurse (RN) 1 <sup>st</sup> Shift	
****Weekend Rate****Registered Nurse (RN) 2 <sup>nd</sup> Shift	
****Weekend Rate****Registered Nurse (RN) 3 <sup>rd</sup> Shift	
****Weekend Rate****Registered Nurse (LPN) 1 <sup>st</sup> Shift	
****Weekend Rate****Registered Nurse (LPN) 2 <sup>nd</sup> Shift	
****Weekend Rate****Registered Nurse (LPN) 3 <sup>rd</sup> Shift	
****Holiday Weekday Rate****Registered Nurse (RN) 1 <sup>st</sup> Shift	
****Holiday Weekday Rate****Registered Nurse (RN) 2 <sup>nd</sup> Shift	
**** Holiday Weekday Rate****Registered Nurse (RN) 3 <sup>rd</sup> Shift	
**** Holiday Weekday Rate****Registered Nurse (LPN) 1 <sup>st</sup> Shift	
**** Holiday Weekday Rate****Registered Nurse (LPN) 2 <sup>nd</sup> Shift	
**** Holiday Weekday Rate****Registered Nurse (LPN) 3 <sup>rd</sup> Shift	
**** Holiday Holiday Weekend Rate****Registered Nurse (RN) 1 <sup>st</sup> Shift	
**** Holiday Weekend Rate****Registered Nurse (RN) 2 <sup>nd</sup> Shift	
**** Holiday Weekend Rate****Registered Nurse (RN) 3 <sup>rd</sup> Shift	
**** Holiday Weekend Rate****Registered Nurse (LPN) 1 <sup>st</sup> Shift	
**** Holiday Weekend Rate****Registered Nurse (LPN) 2 <sup>nd</sup> Shift	
**** Holiday Weekend Rate****Registered Nurse (LPN) 3 <sup>rd</sup> Shift	

# ATTACHMENT C

**References**

- Offeror shall provide three (3) customer references as similar in size and scope to this contract that you are providing service for.
- If you are providing service for other government agencies, please include these as one of your three references  
**All information shall be accurate and easily verifiable.**

**Reference 1**

Client Company/Address	Contact	Begin Date	End Date
	Phone Number	Email Address	
<b>Service Provided</b>			

**Reference 2**

Client Company/Address	Contact	Begin Date	End Date
	Phone Number	Email Address	
<b>Service Provided</b>			

**Reference 3**

Client Company/Address	Contact	Begin Date	End Date
	Phone Number	Email Address	
<b>Service Provided</b>			

# ATTACHMENT D

## Offeror's Proposed Subcontractors

The Offeror shall indicate all subcontractors that the Offeror will use to perform any portion of this solicitation's Scope of Work.

- If the Offeror will not subcontract any portion of this solicitation's Scope of Work and will be performing this solicitation's Scope of Work entirely with its own employees, then Offeror shall clearly indicate this by checking **NO** in the section below.
- If any subcontractor will be used, the Offeror shall clearly indicate this by checking **YES** in the section below and follow the instruction contained in that paragraph for identifying all subcontractors.

\_\_\_\_\_ **NO.** The above Offeror will not subcontract any portion of performance of any resultant contract under this solicitation.

\_\_\_\_\_ **YES.** The above Offeror will use the subcontractor(s) listed below in performance of any resultant contract under this solicitation.

- The Offeror shall list below each subcontractor's name and contact information, the certifications required of them (if any), the type of service to be provided, and the amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of this solicitations requirements. Additional pages may be used if necessary.
- The Offeror shall describe the quality assurance measures that the Offeror will use to monitor the subcontractor's performance.
- The County reserves the right to request any additional information deemed necessary about any proposed subcontractors.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

### **SUBCONTRACTORS (if checked YES):**

Please include all required information below or attach additional pages if necessary

1.

2.

3.

4.

5.