



REQUEST FOR PROPOSALS

FOR

NURSE PRACTITIONER SERVICES FOR
NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT

NAVAJO COUNTY, ARIZONA

Contract Number B22-11-014

November 22, 2022

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NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT
NOTICE OF REQUEST FOR PROPOSALS
RFP NO. B22-11-014

NURSE PRACTITIONER SERVICES

The Navajo County Board of Directors is requesting proposals from Nurse Practitioner's licensed in the State of Arizona as a Family Nurse Practitioner, Women's Health Nurse Practitioner or a Nurse Midwife who has been grandfathered in to practice as a Nurse Practitioner in the State of Arizona for the Navajo County Public Health Services District. The contract for these services shall be an annual contract with the option to renew up to four (4) additional one-year terms.

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 524-4100 OR MAY PICK UP A COPY OF THE PROPOSAL PACKAGE AT 100 W. PUBLIC WORKS DR., HOLBROOK, ARIZONA 86025, OR MAY DOWNLOAD THE PACKAGE AT: <http://www.navajocountyaz.gov/Departments/Finance/Procurement>.

All proposals for the specified service shall be received by the Navajo County Clerk of the Board of Supervisor's Office, 100 East Code Talker Drive, P.O. Box 668, Holbrook, Arizona 86025, until the time and date shown below. Proposal's received by the correct time and date shall be publicly recorded. Navajo County/Navajo County Public Health Services District takes no responsibility for informing recipients of changes to the original solicitation document. Failure to acknowledge addendums with the solicitation response may be grounds for deeming the proposal non-responsive.

Proposals must be in the actual possession of the Navajo County Clerk of the Board of Supervisor's Office at the location indicated, on or prior to the exact time and date indicated below. Late submittals shall not be considered. The official prevailing clock is located in the Clerk of the Board of Supervisor's Office. Proposal's shall be delivered to Navajo County at the place, time and date indicated below.

Proposal's must be submitted in a sealed envelope. The RFP number and the proposers name and address should be clearly indicated on the outside of the envelope. Failure to clearly indicate RFP number, name and address on the outside of the package or envelope may be cause for the RFP to be deemed invalid. All RFP's must be completed in ink or typewritten. Questions must be in writing and addressed to the contact listed below.

RFP NUMBER: B22-11-014
RFP DUE DATE: December 22, 2022 AT 3:00 P.M. local AZ Time
PUBLIC OPENING DATE: December 22, 2022 AT 3:15 P.M. local AZ Time
SUBMITTAL LOCATION: Navajo County Board of Supervisor's
100 East Code Talkers Drive
P.O. Box 668
Holbrook, Arizona 86025

DIRECT WRITTEN QUESTIONS TO:
Jeanine Carruthers
(928) 524-4100
Jeanine.Carruthers@navajocountyaz.gov

White Mountain Independent
11/25/2022 & 11/29/2022 – Publish Date(s)

I. INTRODUCTION

Navajo County/Navajo County Public Health Services District is seeking Proposals from Nurse Practitioner's licensed in the State of Arizona as a Family Nurse Practitioner, Women's Health Nurse Practitioner or a Nurse Midwife who has been grandfathered in to practice as a Nurse Practitioner in the State of Arizona to provide services for reproductive health, STI, HIV & immunizations consulting and physical examination services. Nurse Practitioner designation is preferred. The Nurse Practitioner also needs a current Healthcare Provider CPR certification and current Fingerprint Clearance in the State of Arizona.

II. SCOPE OF WORK

1. The Contractor shall provide various health consulting and physical examination services, shall sign routine standing orders, and review medical protocols related to immunizations, family planning, STI, and HIV under the general direction of the Medical Director or designee of the District. All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses and Certified Nurse Practitioners, and within the contractor's legal scope of practice.
2. The Contractor shall act as the provider named in various contracts with Medicare, Medicaid, and Private Insurances for billable public health services relevant to immunizations, family planning, STD, and HIV. The Contractor shall work with various insurance, billing, and laboratory subcontractors of Navajo County Public Health Services District to ensure appropriate credentialing is in place, and up-to-date.
3. Services for reproductive health shall be four days per month, primarily out of Show Low but service location may vary depending on need and patient volume. Consultation and physical examination for immunization, STI & HIV services will be available on an as needed basis during these hours, and remotely during other times throughout the month. The parties shall agree upon a mutually satisfactory schedule, which can be adjusted by either party as needed.

III. INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

County: Navajo County, Arizona

District: Navajo County Public Health Services District, Arizona

Contract: The legal agreement executed between the District and the Consultant.

Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Addendums, Amendments, the Contractor's offer and negotiated items as accepted by the District.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the District.

Contract Representative: The County/District employee or employees who have specifically been designated to act as a contact person or persons to the Contractor and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Procurement Manager: The contracting authority for the County/District, authorized to sign contracts, addendums and amendments thereto on behalf of the County/District.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the County's/District's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the County/District may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. PRE-PROPOSAL CONFERENCE: There is no pre-proposal conference scheduled for this work.
3. INQUIRIES: Any request for explanation of the meaning or interpretations of the request for proposals shall be submitted no later than **12:00 p.m. M.S.T., Thursday, December 15, 2022**. If the Department determines interpretations or explanations are warranted, the response will be issued as an addendum to the Request for Proposals and will be posted to the Navajo County website at: <https://www.navajocountyaz.gov/Departments/Finance/Procurement> by end of day **Friday, December 16, 2022**. Written request(s) shall be directed to the contact identified in the "Notice of Request for Proposals." An offeror shall not contact or ask questions of the department for whom the requirement is being procured. Oral interpretations or clarifications will be without legal effect.
4. REQUEST FOR PROPOSAL ADDENDUMS: It is the Offeror's responsibility to obtain a copy of any addendum relevant to this Solicitation. Navajo

County/District takes no responsibility for informing recipients of changes to the original solicitation document. Addendums can be obtained by calling (928) 524-4100 or checking the website at: <https://www.navajocountyaz.gov/Departments/Finance/Procurement>.

5. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. PREPARATION OF PROPOSAL:
 - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals **shall not** be considered.
 - B. At a minimum, your proposal should include the signed Offer and Acceptance form, completed Price Page and your response to all evaluation criteria.
 - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
 - D. The authorized person signing the proposal should initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The County/District shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror should list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. TAXES: Navajo County/Navajo County Public Health Services District is not Tax Exempt.
8. PROPOSAL/SUBMITTAL FORMAT: An original and 2 copies (3 total) of each proposal should be submitted on the forms and in the format specified in the

RFP. Offerors should also submit one electronic copy of the proposal on a USB jump drive in pdf format. Any confidential information shall be submitted on a separate file. The original copy of the proposal should be clearly labeled "Original". The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

9. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the County/District based upon the contract provisions contained in the County's/District's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Procurement Manager or his/her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Manager or his/her designee, the contract provisions contained in the County's/District's Request for Proposal shall prevail.
10. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of Navajo County/Navajo County Public Health Services District and shall become a matter of public record available for review subsequent to the award notification.
11. **CONFIDENTIAL INFORMATION:** The County/District is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Procurement Manager of this fact should accompany the submission and the information shall be so identified wherever it appears. The County/District shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
12. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Addendum(s), or cover letter accompanying the submittal documents, Offeror certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The 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, meal or service to a public servant in connection with the submitted offer.

- D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
13. WHERE TO SUBMIT PROPOSALS: In order to be considered, the Offeror must complete and submit its proposal to the County/District at the location indicated on the "Notice of Request for Proposals", prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
 14. LATE PROPOSALS: Late proposals will be rejected.
 15. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the County/District requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
 16. WITHDRAWAL OF PROPOSAL: At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
 17. DISCUSSIONS: The County/District reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
 18. TAX OFFSET POLICY: If applicable, in evaluating price proposals, the County/District shall include the amount of applicable business privilege tax, except that the amount of the County/District business privilege tax shall not be included in the evaluation.
 19. CONTRACT NEGOTIATIONS: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the County/District deems that negotiations are not progressing; the County/District may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

20. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the County/District reserves the right to:
- A. waive any immaterial defect or informality; or
 - B. reject any or all proposals, or portions thereof; or
 - C. reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the County/District based upon the terms, conditions and Scope of Work contained in the County's/District's Request for Proposal. Proposals do not become contracts unless and until they are executed by the Navajo County Board of Directors. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal Addendum, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

21. **PROPOSAL RESULTS:** Proposal results will not be available for public inspection until after a contract is awarded.
22. **PROTESTS:** A protest shall be in writing and shall be filed with the Procurement Manager. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

IV. PROPOSAL EVALUATION REQUIREMENTS

1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Professional Experience – **40 Points**

Offerors should submit the following:

- i. Resumes/CVs
- ii. State licensing of the proposed Family Nurse Practitioner, Women’s Health Nurse Practitioner or a Nurse Midwife who has been grandfathered in to practice as a Nurse Practitioner in the State of Arizona.
- iii. Healthcare Provider CPR certification.
- iv. Identify number of years of experience working with public health medicine.
- v. Three references for whom the offeror performs work similar to the Scope of Work. For each, provide the current contact person and telephone number who may be contacted regarding the Offeror’s performance. Offerors shall only provide references which the County/District has permission to contact regarding Offeror’s performance.
- vi. Description of any past or current legal action or litigation related to the provision of professional services.
- vii. If the use of subcontractors is proposed, provide the information required in items i - vi above for each subcontractor.

B. Response to Section II. Scope of Work – **40 Points**

- i. Identify experience in relation to each item in Section II Scope of Work.

C. Price Proposal – **20 Points**

- i. Provide price proposal as requested on the Price Page attached herein.

2. GENERAL

A. Shortlist:

The County/District reserves the right to shortlist the offerors on the stated criteria. However, the County/District may determine that shortlisting is not necessary.

B. Interviews:

The County/District reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the County/District may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The County/District shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The County/District reserves the right to make such additional

investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

- D. **Prior Experience:**
Experiences with the County/District and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

- E. **Multiple Awards:**
To provide adequate contract coverage, at the County's/District's sole discretion, multiple awards may be made.

V. SPECIAL TERMS AND CONDITIONS

1. COOPERATIVE PURCHASING: Any Contract resulting from this solicitation shall be for the sole use of Navajo County/Navajo County Public Health Services District.
2. HIPAA COVERAGE CERTIFICATES: The insurance carrier is responsible for issuing all coverage certifications applicable under HIPAA for individuals whose coverage ceases under the plan they insure on behalf of Navajo County/Navajo County Public Health Services District.
3. HIPAA PRIVACY ACT: The contractor must perform all HIPAA privacy compliance tasks and include the cost in the rates proposed to the County/District.
4. KEY PERSONNEL: It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.

The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to and subsequent concurrence by the County/District.

If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the County/District, and shall, subject to the concurrence of the County/District, replace such personnel with personnel of substantially equal ability and qualifications.

5. INSURANCE REQUIREMENTS: The Contractor shall maintain in force during the term of this Agreement, at the Subcontractor's expense, professional liability insurance, in the amount of no less than \$1,000,000 per occurrence, and such other insurance as the District's Risk Manager may reasonably require. The Contractor shall provide the District with certificates of insurance evidencing all required policies and shall notify the District of any cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease.
6. PRICE ADJUSTMENT: Navajo County/Public Health Services District will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The County/District will determine whether the requested price adjustment or an alternate option, is in the best interest of the County/District. Any price adjustment will be effective upon the effective date of the Contract extension.
7. TERM AND RENEWAL: The term of the Contract shall commence upon

award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Navajo County/Navajo County Public Health Services District shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the County/District exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

VI. STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the County's/District's Procurement Manager.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Navajo County Procurement Code.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona. Any suit arising out of this Agreement shall be brought in the state courts of Arizona (with venue in Navajo County), but only after the review procedure specified in number 2 above. In the event that litigation arises regarding this agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the County/District, and no delegation of any duty of the Contractor shall be made without prior written permission of the County's/District's Procurement Manager. The County/District shall not unreasonably withhold approval and shall notify the Contractor of the County's/District's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the County/District, are in compliance.
7. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the County/District.
8. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the County/District for the purpose of assuring that no information contained in its records or obtained from the County/District or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the County/District. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in

writing by the County/District.

9. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the County/District.

10. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the County/District and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County/District reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's/District's Procurement Manager, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between Navajo County Public Health District 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.
11. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e et.seq.; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
12. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of Navajo County/Navajo County Public Health Services District and shall not be used or released by the Contractor or any other person except with prior written permission by the County/District.
13. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The County/District retains the legal right to audit the records of the

Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The County/District may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

14. **FORCE MAJEURE:** 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 term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

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.

15. **GRATUITIES:** The County/District may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals 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/District amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the County/District pursuant to this provision, the County/District shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
16. **INDEMNIFICATION:** To the fullest extent permitted by law, Independent Contractor shall defend, indemnify and hold harmless the County/District, its agents, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings) relating to, arising out

of or resulting from the negligent acts, errors, mistakes, omissions, work or services of the Independent Contractor, its agents, employees or subcontractors in the performance of this Agreement. Independent Contractor's duty to defend, hold harmless and indemnify the County/District, its agents, officers, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement including those by any person for whose negligent acts, errors, mistakes or omissions Independent Contractor may be liable. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the County/District as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the County/District, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to County/District, Contractor indemnifies County/District from and shall pay any assessed tax penalty.

17. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, 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.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the County/District. Navajo County/Navajo County Public Health Services District will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a County/District payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

18. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the County/District. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
19. **INTERPRETATION-PAROL EVIDENCE:** This Contract is intended by the

- parties to be 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 the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
20. ISRAEL BOYCOTT DIVESTMENTS: Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.
 21. 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 this Contract.
 22. LIENS: All materials, services, and other deliverables supplied to the County/District under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the County/District. Upon the County's/District's request, the Contractor shall provide a formal release of all liens.
 23. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
 24. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Navajo County/Navajo County Public Health Services District. The County/District reserves the right to obtain like goods or services from another source when necessary.
 25. OVERCHARGES BY ANTITRUST VIOLATIONS: The County/District 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/District any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
 26. PAYMENT: At the beginning of the first month that the contract is in effect, and at the beginning of each month thereafter, the contractor will invoice Navajo County Public Health Services District for the hours worked. The Public Health Nursing Supervisor will submit to Navajo County a demand in the amount of the monthly fee. Payment shall be made directly to the Contractor, in accordance with the County's standard procedures for processing demands..
 27. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use

reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County/District property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the County/District, as determined and approved by the County's/District's Procurement Manager. If the Contractor fails or refuses to make such repair or replacement, the County/District will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

28. **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 be amended to make such insertion or correction.
29. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The County/District may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
30. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party 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) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
31. **RIGHT TO INSPECT:** The County/District may, at reasonable times, and at the County's/District's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
32. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal 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 event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
33. **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 valid provision or application.

34. SHIPMENT UNDER RESERVATION PROHIBITED: No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
35. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County's/District's Procurement Manager. 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.
36. SUBSEQUENT EMPLOYMENT: The County/District may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the County/District, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the County's/District's Procurement Manager is received by the parties to this Contract, unless the notice specifies a later time.
37. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the County/District, with or without cause, upon giving thirty (30) days written notice. The County/District, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the County/District shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the County/District before the effective date of termination.

The County/District reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The County/District will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the County/District, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the County/District, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the County/District, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the

time stipulated in the Contract;

In the opinion of the County/District, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the County/District a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the County/District created by this Contract is conditioned upon the availability of County/District, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County/District and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the County/District at the end of the period for which funds are available. The County/District will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the County/District in the event this provision is exercised, and the County/District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

38. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the County/District until the County/District actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
39. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County/District shall not alter or affect the obligations of the Contractor or the rights of the County/District under the foregoing warranties. Additional warranty requirements may be set forth in this document.

ATTACHMENT A

PROPOSAL CHECKLIST

NOTICE IS HEREBY GIVEN that the following documents should be completed and/or executed and submitted with the proposal. If Offeror fails to complete and/or execute any portion of the following documents, this proposal may be determined to be "non-responsive" and rejected.

REQUIRED DOCUMENTS

COMPLETED/EXECUTED

One (1) original and two (2) copies total of (3) Proposals plus one copy on a USB flash drive in a pdf format

Proposal Evaluation Requirements (Response to Section IV)

Proposal Checklist (Attachment A)

Debarment Certification (Attachment B)

Non-Collison Affidavit (Attachment C)

Price Page (Attachment D)

Offer Page (Attachment E)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/					
Date	_____	_____	_____	_____	_____

Business Name

Date

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

ATTACHMENT B

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON NEXT PAGE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application 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;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

Date

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may termination this transaction for cause or default.

ATTACHMENT C
NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)

)ss. **NON-COLLUSION AFFIDAVIT**

County of Navajo)

TO: NAVAJO COUNTY/NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT:

The undersigned, in submitting a proposal for the **B22-11-014 Nurse Practitioner Services** to Navajo County Public Health Services District, being first sworn, states that (s)he has not, either directly or indirectly, entered into any action in restraint of free competitive bidding in connection with this Contract.

SIGNATURE OF PROPOSER

PRINTED/TYPED NAME OF BIDDER

TITLE/POSITION OF PROPOSER

BUSINESS NAME

(Business Address)

ATTACHMENT D

PRICE PAGE

Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

Offerors must state an all-inclusive, firm price for each of the services specified herein. If any additional fee's apply, please list on separate sheet.

ITEM	DESCRIPTION	UNIT MEASURED	PRICE
1	Family Planning nurse practitioner services	Monthly	
2	STI activities (partner services, testing, treatment)	Monthly	
3	Laboratory, STD, HIV & Immunization Orders, & Insurance Billable Services, STI consultation and risk reduction planning	Monthly	
Total Monthly Fee			

Business Name

Date

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

ATTACHMENT E

OFFER AND ACCEPTANCE

TO NAVAJO COUNTY/NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name

Address

Phone

City State Zip

Fax

Signature of Person Authorized to Sign

E-Mail

Printed Name

Title

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Vendor is now bound to provide the materials or services listed in RFP# B22-11-014 including all terms, conditions, specifications, addenda's, etc., and the Vendor's Offer as accepted by Navajo County/Navajo County Public Health Services District.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives this signed sheet, or written notice to proceed.

Awarded this _____ day of _____ 20_____

AUTHORIZED SIGNATURE