



**MARICOPA COUNTY SPECIAL HEALTHCARE DISTRICT  
dba**

**MARICOPA INTEGRATED HEALTH SYSTEM  
Integrated Program Management Office  
2601 E. Roosevelt St., Building 2610B  
Phoenix, Arizona 85008-6092**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**RFQ NO. 480-90-19- 017**

**FOR**

**DESIGN PROFESSIONAL**

**Response Due Date & Time:**

**May 10, 2019**

**NLT 1:00 PM AZ Time**

**This Project is part of the Care Reimagined Capital Improvement Bond Program (previously Proposition 480). The selected Design Professional for this project will NOT be precluded from submitting and receiving awards for any other Care Reimagined Capital Improvement Bond Program projects, nor be given any preference for the award of any other project contract.**

**RFQ Due Date: May 10, 2019**



## **Design Professional**

### **RFQ No. 480-90-19- 017**

<b>RFQ ISSUANCE DATE:</b>	April 26, 2019
<b>SUBMITTAL DUE DATE AND TIME:</b>	May 10, 2019, no later than 1:00 PM AZ Time
<b>SUBMITTAL LOCATION:</b>	<p><u>Hand Deliver</u> Maricopa Integrated Health System Integrated Program Management Office 2601 E. Roosevelt St, Building 2610B* Phoenix, AZ 85008-6092</p> <p>*Adjacent to, and east of the MIHS Emergency &amp; Trauma Center vehicle entrance located on Pierce Street. See map provided (Exhibit B).</p> <p><u>Express Mail Delivery</u> Maricopa Integrated Health System Integrated Program Management Office 2601 E. Roosevelt St., Building 2610B Phoenix, Arizona 85008-6092</p>
<b>QUESTIONS AND CORRESPONDENCE:</b>	<p>Stephen Blaylock, Procurement Officer <a href="mailto:Stephen.Blaylock@mihs.org">Stephen.Blaylock@mihs.org</a></p> <p>All questions must be submitted via email only by 10:00 AM AZ Time, May 1, 2019. Answers to questions and other clarifications will be in the Addenda issued through the MIHS Website at on or before 1:00 PM AZ Time, May 3, 2019.</p>
<b>PRE-SUBMITTAL MEETING:</b>	A Pre-Submittal Meeting will not be held.
<b>ONE-STEP PROCESS:</b>	This is a one-step solicitation, as specified by the Maricopa County Special Healthcare District Procurement Code, Article 5. The successful Respondent, if any, will be selected at the end of the RFQ process.

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## **SECTION I: LEGAL ADVERTISEMENT**

**MIHS RFQ NO. 480-90-19- 017**

### **FOUR (4) SITE ADAPT FREESTANDING HOSPITAL OUTPATIENT DEPARTMENT (HOPD) PROJECTS**

**FOR**

**DESIGN PROFESSIONAL**

**April 26, 2019**

Maricopa County Special Healthcare District dba Maricopa Integrated Health System (MIHS) – Integrated Program Management Office (IPMO) is seeking to identify, qualify, and partner with an independent 3<sup>rd</sup> party Design Professional (DP) who is specializing in site adaptation of three (3) 25,853 SF and one (1) 30,000-35,000 SF Hospital Outpatient Department (HOPD) projects in Maricopa County, AZ.

Construction costs for the HOPD site adaption projects are estimated at \$8 million each for three projects and \$10 million for one project for a total amount of approximately \$34 million construction value.

MIHS's vision is to create and provide completed projects including site development at each of the four sites that perform interactively according to the design intent, basis of design, construction documents and Owner's system operational needs. The successful DP will be provided with a complete set of design bridging documents from which permit-ready documents for the four projects will be prepared under the DP. Three of the projects are identical in use and square feet, the fourth project for the base building is identical in use and square feet to the other three and will have an approximate 5,000 SF to 10, 000 SF additional clinic module added which will be designed by the DP.

If your firm is interested in being considered for this project, you may obtain a copy of the RFQ packet at the MIHS website: <https://www.mihs.org/building-our-future/vendors-and-contractors>.

Any/all associated addenda for this RFQ will be available at the MIHS website: <http://www-mihs-org/building-our-future/vendors-and-contractors>. The Respondent bears sole responsibility to check the website for any/all addenda. MIHS will not email or send out copies or notifications of any/all addenda(s).



This is a one-step solicitation as specified by the Maricopa County Special Healthcare District Procurement Code, Article 5. The successful Respondent will be selected and recommended to the MIHS Board of Directors for Award. No contract shall exist until properly and formally approved for Award and fully executed by the Respondent and the properly authorized MIHS Board of Directors.

**Response Due Date and Time: May 10, 2019 no later than 1:00 PM AZ Time.**

Sealed Proposals will be received by hand delivery or express mail only.

Maricopa Integrated Health System  
Integrated Program Management Office  
2601 E. Roosevelt St.  
Building 2610B  
Phoenix, Arizona 85008-6092

Proposals received by the correct date and time will be opened and only the name of the Respondents shall be publicly read. All other information contained in the RFQ shall remain confidential until the award is made. All Submittals received after the time stated in this RFQ will not be considered and will be returned to the Respondent unopened. The Respondent assumes the risk of any delay in delivery of its Proposal, including without limitation, delay in the U.S. Mail or in the handling of the mail by employees of MIHS. Whether sent by mail or by means of personal delivery, the Respondent assumes responsibility for having the Proposal deposited on time at the place specified.

This announcement does not commit MIHS to award a contract and MIHS shall not reimburse any Respondent for any costs incurred in the preparation of a response. MIHS reserves the right to accept or reject, in whole or in part, any or all responses submitted and/or to cancel this announcement and/or RFQ. MIHS reserves the right to waive any informality or irregularity in any Proposal's received and to be the sole judge of the merits of the respective Proposal's received. Any contract awarded shall be based upon the response determined by MIHS most advantageous to the Maricopa Integrated Health System. No contract shall exist unless and until properly executed by MIHS, including formal approval by the MIHS Board when required. The Maricopa County Special Health Care District Procurement Code ("Procurement Code") governs this procurement and is incorporated into the RFQ by this reference. If there is any conflict between this advertisement and the terms of the RFQ or any applicable code or statute, the RFQ, code and/or statute shall prevail over this advertisement

**RESPONDENTS ARE STRONGLY ENCOURAGED TO  
CAREFULLY READ THE ENTIRE RFQ.**

## **SECTION II: PROCUREMENT SCHEDULE**

Procurement Schedule for this RFQ - dates may be changed by Addendum:

A. RFQ issued	Date and time as set forth on Page 2 of this RFQ
B. Questions due to Integrated Program Management Office	Date and time set forth on Page 2 of this RFQ
C. Proposals due	Date and time set forth on Page 2 of this RFQ
D. Announcement of shortlisted firms	May 17, 2019
E. Interviews	May 29, 2019
F. Selection process completed, and selected firm notified	May 30, 2019

## **SECTION III: INSTRUCTIONS TO RESPONDENTS**

### **INSTRUCTION 1: DEFINED AND CONTROLLING TERMS**

- 1.01 Definitions: Terms used in this RFQ have the meanings indicated in the Contract, the General Conditions, the Project Specifications, Special Provisions, and Contract Documents, as applicable. Additional terms used in this RFQ have the meanings indicated below:
- A. “Consultant” shall mean any consultant who enters into a Contract with MIHS or Design Professional for design or consulting services which relate to or impact the Design Services to be provided by the Design Professional under the Contract Documents.
  - B. “Design Professional” or “DP” shall mean the qualified, licensed person, firm or corporation who furnishes Design Services under the Contract Documents.
  - C. “Design Services” shall mean any and all services to be provided under the Contract Documents and may include, but not limited to: site master planning; development of Construction Documents; review of Contractor Submittals(s); review of and response to Request for Information, approval and certification of progress payment applications; construction administration, substantial Completion, and Final Acceptance and Completion, if so designated, and any and all other services required for the full, professional and timely performance by the Design Professional and its Consultants.
  - D. “Firm” shall mean each or any of the individuals, firms, partnerships, joint ventures, corporations or other legal entities submitting their qualifications in response to this RFQ.



- E. "General Conditions" mean the General Conditions adopted by MIHS and which apply to all MIHS construction Projects.
  - F. "EMR" shall mean the published Experience Modification Rate is the ratio of actual losses to expect losses over a rolling three-year period average for the Respondent.
  - G. "Firm" shall mean each or any of the individuals, firms, partnerships, joint ventures, corporations or other legal entities submitting their qualifications in response to this RFQ.
  - H. "IPMO" shall mean the MIHS Integrated Program Management Office.
  - I. "MIHS" shall mean the Maricopa County Special Healthcare District dba Maricopa Integrated Health System.
  - J. "MIHS Website" shall mean <http://www.mihs.org/building-our-future/vendors-and-contractors>. "Procurement Code" shall mean the Maricopa County Special Health Care District Procurement Code which governs this procurement and is incorporated in this RFQ by this reference.
  - K. "Project" shall mean the Project set forth in Section IV Project Description set forth above.
  - L. "Proposal" shall mean a response submitted in response to this RFQ.
  - M. "Respondent" shall have the same meaning as "Firm."
  - N. "Response" or "Submittal" shall mean the Proposal.
  - O. "Site" the physical location where the Project is located and any ancillary or adjacent areas to be utilized by Contractor and/or Town in relation to the Project.
- 1.02 MIHS operates under the latest revision of the MAG Specifications as amended by MIHS. MIHS's current effective amendment to the MAG Specifications may be downloaded.
  - 1.03 MIHS also operates under the MAG Standard Details, as amended by MIHS. MIHS's currently effective amendment to the MAG Standard Details may be obtained at the Development and Sustainability Department Permit Counter for nominal cost, or on MIHS's Web site referenced above.
  - 1.04 MIHS has additional guidelines, procedures and requirements applicable to work performed at or on any MIHS sites and/or to the contractors, personnel, employees, subcontractors and others working on or at MIHS sites and facilities, including, without limitation: Contractor's Guide, MIHS Orientation Packet, Procurement Code, and all guidelines, procedures and requirements set forth in Appendix 1 to the General Conditions.





## **INSTRUCTION 2: MINIMUM REQUIREMENTS OF RESPONDENTS**

- 2.01 Professional License/Certification Registration: Architects, engineers, consultants and other professionals engaged in providing Design Professional Services for MIHS shall be licensed or certified by and/or registered with the State of Arizona as required pursuant to A.R.S. § 32-121, et seq., for the types of work included in Design Professional Services to be rendered by them related to the Project that is subject of this RFQ.
- 2.02 Arizona Office: The successful Respondent will be required to have and maintain an office in the State of Arizona. If one does not already exist, the selected Respondent shall establish an office in Arizona within 30 days after the date of MIHS's letter of intent to award contract. An office within the state is evidenced by a mailing address, telephone number, payment of utilities, registration with the Corporation Commission, and possession of appropriate business licenses.
- 2.03 Legal Worker Certification: To ensure MIHS's compliance with Arizona Revised Statutes § 41-4401, every Respondent must comply with Arizona Revised Statutes § 23-214(A) and all federal immigration laws and regulations that relate to its employees, and each Respondent must certify its compliance by completing, signing and returning the form provided as **Attachment 4** hereto.
- 2.04 No Israel Boycott: MIHS is prohibited by Arizona Revised Statutes § 35-393.01 from entering to a contract with any company for construction or other services unless the contract with the company includes a written certification that the company is not currently engaged in, and will not, for the duration of the contract, engage in, a boycott of Israel. By submitting a Response, a Respondent represents to MIHS that it is not currently engaged in a boycott of Israel and that it will agree to language in the contract prohibiting any such boycott for the duration of the contract.
- 2.05 Insurance: Respondent must have or obtain within the time period set by MIHS, the Insurance coverage's and certifications and fully comply with the insurance requirements set forth in the General Conditions and in **Exhibit A** to this RFQ.
- 2.06 Experience Modification Rate (EMR): All contractors working on projects for MIHS shall have a three-year average EMR of 1.0 or lower.
- 2.07 Failure to Meet Minimum Requirements: Any violation or failure to meet the requirements of this **Instruction 2** may, at the sole option of MIHS, cause a Response to be considered non-responsive and/or the Respondent being deemed non-responsible resulting in the rejection of the Response, and may result in cancellation or termination of the resultant Contract if discovered after the Contract has been awarded.

## **INSTRUCTION 3: ACCEPTANCE OF CONTRACT DOCUMENTS**

- 3.01 MIHS Standard Contract: MIHS has developed standard forms of Contract and General Conditions. If selected, as the Consultant for this Project, a Respondent agrees to execute this form of Contract Documents. Provisions in a Response that conflict with, and/or exceptions

to, and/or requests for changes in, MIHS's contract terms, General Conditions, Special Conditions, Exhibits and/or other Contract Documents may result in a Response being considered nonresponsive and rejected. By submitting a Response, a Respondent also acknowledges its understanding and agreement that MIHS may make changes in the standard form of contract documents and that therefore the form of contract documents presented to the successful Respondent may be different from the form of contract documents referenced above, in which case the successful Respondent will be given the opportunity to review the changes.

- 3.02 Contract Documents: The Contract Documents may include, without limitation, this RFQ, any addenda to this RFQ issued by MIHS, the Proposal of the successful Respondent, and such other terms as MIHS determines are in its best interest and appropriate for the Project.
- 3.03 Prior Contracts Not Applicable: Any previous agreements, contracts, or other documents, which have been executed between the Respondent and MIHS, if any, are not applicable to this RF or any resultant contract.

#### **INSTRUCTION 4: RESPONDENTS' PRE-SUBMITTAL OBLIGATIONS AND REPRESENTATIONS**

- 4.01 Respondent's Obligations: It is the responsibility of each Respondent before submitting a Proposal to:
- A. Examine and carefully study the RFQ, and any data and reference items identified in the Solicitation Document and, posted on the MIHS Website including Contracts, General Conditions, BIM requirements, MAG specifications and MAG standard details
  - B. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Services;
  - C. Become aware of the general nature of the Consultant Services to be performed by Respondent and others on the Project that relates to the Consultant Services as indicated in the RFQ;
  - D. Promptly give the IPMO written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent discovers in the RFQ and confirm that the written resolution thereof by MIHS is acceptable to Respondent; and
  - E. Determine that the RFQ is generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Services.
- 4.02 Respondent's Representations: By signing and submitting its Proposal, Respondent represents, certifies and agrees that:
- A. Respondent has complied with every requirement of this Instruction and the RFQ;

- B. The submission of the Response did not involve collusion or other anti-competitive practices;
- C. The Respondent shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246;
- D. The Respondent has not given or offered to give, and does not intend 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 Response;
- E. Failure to sign the Response, or the falsity of a statement in a signed Response, shall void the submitted Response or any resulting contracts, and the Respondent may be disbarred;
- F. The Respondent is current in all obligations due to MIHS, if any;
- G. Based on the information and observations referred to in the preceding Instruction 4.01, that at the time of submitting its Proposal no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Proposal and that Respondent has the financial, bonding, technical and resource capacity and capability to fully and timely perform the Scope of Services in accordance with the other terms and conditions of the RFQ and the Contract Documents; and,
- H. There will be no subsequent financial or time adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

#### **INSTRUCTION 5: PREPARATION OF PROPOSAL**

- 5.01 Proposal Contents: All Proposals shall include all the information, documents, Attachments and other items set forth in Section VI Proposal Contents below, fully completed. In the case of any conflict between this **Instruction 5** and the requirements set forth in Section VI, Section VI shall control.

**DO NOT PROVIDE ANY SOLUTIONS FOR THIS PROJECT; THIS IS A QUALIFICATIONS BASED SELECTION.**

- 5.02 Response Format: All Responses shall include:
- A. A one-page cover letter;
  - B. One (1) unbound original 8.5" x 11" document (clearly marked "Original" on the outside cover, may be clipped or placed in folder);
  - C. Five (5) bound 8.5" x 11" hard copies (each clearly marked "Copy" on the outside cover); and
  - D. Two (2) flash drives containing an electronic, editable pdf version of the Proposal.

- 5.03 Simple and Clear: Responses should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Proposal must display clearly and accurately the capability, knowledge, experience and capacity of the Firm to meet all the requirements of this RFQ, including those set forth in Section V Scope of Services and responds to the evaluation criteria in Section VII Evaluation of this RFQ. It is highly recommended that the Proposal be organized and/or tabbed in a similar order as Section VI, Proposal Contents.
- 5.04 Proposal Format and Length: All Responses must be in ink or typewritten and must not exceed fourteen (14) pages in length exclusive of 1) the Cover Letter, 2) Table of Contents, 3) Section VI- Proposal Contents, paragraph 1.B.2 items a thru g, 4) Resumes, and 5) additional documents referenced in paragraph 5.05.
- A. Double-sided pages count as two pages toward the total page count. Minimum font size is 10 pt.
  - B. No oral, telegraphic, electronic, facsimile, or telephonic responses or modifications will be considered.
  - C. Index tabs may contain photographs as long as there is no other identifying information contained thereon with respect to the photographs. If any photographs are included and identifiable as to their respective project the index tabs will be counted as a page and included in the page count.
- 5.05 Additional Submittals: The following Attachments must be completed and submitted within the Respondent's Proposal but are not included in the page limit:
- A. Authorization to Submit Response and Required Certifications (**Attachment 1**)
  - B. References (**Attachment 2**);
  - C. Addendum Acknowledgement (if no Addendum issued insert "None") (**Attachment 3**);
  - D. Legal Worker Certification (**Attachment 4**);
  - E. Non-Collusion Affidavit (**Attachment 5**);
  - F. Organizational Information (**Attachment 6**)
  - G. Exceptions to RFQ Requirements and/or Contract Provisions (**Attachment 7**)
  - H. MIHS Commercial Credit Card Program form (**Attachment 8**);
  - I. Vendor Registration Form/Taxpayer I.D. Number (**Attachment 9**);
  - J. Contractor Employment Record Verification Requirement (**Attachment 10**)
  - K. Proprietary and/or Confidential Information (**Attachment 11**);

- L. Conflict of Interest Certification (**Attachment 12**);
  - M. Anti-Lobbying Certification (**Attachment 13**); and
  - N. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (**Attachment 14**).
- 5.06 Other Forms: All other forms provided are for reference only and do not need to be included in the Response.
- 5.07 Contract Exceptions: The Respondent shall clearly identify any/all exceptions to the RFQ specifications or contract terms on **Attachment 7**. This is the only means for a Respondent to identify any/all exceptions to the specifications in this RFQ and/or MIHS's standard Contract terms, including the General Conditions. Exceptions raised at a later time, or in any other location of a Response, will not be considered in any negotiations. Respondents may review the Contract and General Provisions at: <http://www.mihs.org/building-our-future/vendors-and-contractors>. **Exceptions to MIHS's standard Contract terms, General Conditions, and/or the terms of this RFQ may, in MIHS's sole discretion, be basis for the Response to be rejected as non-responsive.**
- 5.08 Public Record/Confidential Information:
- A. If a person believes that a response, offer, specification, or protest contains information that should be withheld as proprietary or confidential, a statement advising MIHS of this fact shall accompany the submission and the information shall be identified on **Attachment 11**.
  - B. The information identified by the person as confidential shall not be disclosed until MIHS makes a written determination whether the information must be disclosed under Arizona law. If MIHS determines that the information must be disclosed, MIHS will provide the Respondent with notice of such fact, and that the Respondent has five (5) days within which to file a legal action protesting the planned disclosure. If no legal action is taken within the time specified, MIHS will disclose the information and will not be responsible for any claims or losses arising from or related to such disclosure.
- 5.09 Signature: The Response shall be submitted with an original ink signature by a person authorized to sign the offer. If the Respondent is a corporation or other legal entity, the Response must be signed in the legal name of the corporation followed by the name of the state of incorporation or organization and the legal signature of an officer or other person authorized to bind the corporation or other legal entity to a contract. Unsigned Responses will be considered nonresponsive and will be rejected.
- 5.10 Time: Periods of time, stated as number of days, shall be calendar days.
- 5.11 Modifications: Erasures, interlineations, or other modifications in the Response shall be initialed in original ink by the authorized person signing the Proposal. No Response shall be altered, amended, or withdrawn after the specified due date and time.

- 5.12 No Reimbursement: MIHS shall not reimburse the cost of developing, presenting, submitting or providing any Response to this solicitation, or any other costs or expenses of any respondent.

#### **INSTRUCTION 6: ERRORS, INQUIRIES AND ADDENDA**

- 6.01 Errors: It is the responsibility of all Respondents to examine the entire RFQ package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Response. Negligence or errors in preparing a Response confers no right of withdrawal or correction after Response due date and time.
- 6.02 Notice of Errors: Should a Respondent find any ambiguity, conflict, inconsistency, omission or other error in the RFQ or should the Respondent be in doubt as to its meaning, he or she shall at once notify the contact person listed on page 2 of this RFQ, via email only, and ask that the RFQ be clarified or modified. If prior to the date fixed for submission of Responses, a Respondent knows of or should have known of an error in the RFQ, but fails to notify MIHS of the error, the Respondent shall bid at its own risk, and if awarded the contract shall not be entitled to additional compensation or time by reason of the error or its later correction.
- 6.03 Questions: All questions regarding the contents of this solicitation and the solicitation process (including requests for ADA accommodations), shall be directed to the contact person listed, via email only, and shall be submitted no later than the stated deadline for submitting questions on page 2 of this RFQ. Questions improperly submitted and/or received by MIHS after the deadline will not be answered.
- 6.04 Answers: Answers to the written questions or requests for clarification or modification of the RFQ submitted by Respondents, as well as any other changes to the RFQ, will be provided by the date and time set forth on page 2 of this RFQ in the form of Addenda via the MIHS Procurement website: <http://www.mihs.org/building-our-future/vendors-and-contractors>.
- 6.05 Correspondence: Any correspondence related to the RFQ should refer to the appropriate RFQ ID, page and paragraph number. However, the Respondent shall not place the RFQ ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed Response and may not be opened until after the official RFQ due date and time.
- 6.06 Addendum: It is each Respondent's obligation to assure that it has received and reviewed all Addenda issued. Each Respondent shall acknowledge receipt of Addenda by completing, signing and returning **Attachment 3** hereto. Failure by a Respondent to acknowledge receipt of all Addenda may result in that Respondent's Response being deemed non-responsive and possibly rejected. Addenda returned to MIHS separately from a Response will not be accepted.





#### **INSTRUCTION 7: PRE-SUBMITTAL MEETING**

Pre-Submittal Meeting will not be held, as set forth on Page 2 of this RFQ.

#### **INSTRUCTION 8: PROPOSAL SUBMITTAL, DUE DATE AND TIME**

- 8.01 Submittal: Each Response shall be submitted in a sealed container with the RFQ name, RFQ number, and Respondent's name and address clearly indicated on the envelope.
- 8.02 Due Date and Time: Respondents must submit their response to the MIHS Integrated Program Management Office by the Due Date and Time and at the address or physical location listed on page 2 of this RFQ. Responses will be accepted by MIHS during normal business hours until the Due Date and Time specified.
- 8.03 Timely Delivery: It is the responsibility of the Respondent to ensure on-time delivery of the Response to the address listed on page 2 of this RFQ. Late Responses shall not be considered under any circumstances.
- 8.04 Late Responses: Any Proposal or other Response received after the Response Due Date and Time will be rejected as non-responsive and returned to the sending Respondent unopened.

#### **INSTRUCTION 9: WITHDRAWAL OF RESPONSE**

At any time prior to the specified Response Due Date and Time, a Respondent may withdraw the Response in person or by submitting a request in writing or via e-mail to the contact person whose name appears on page 2 of this RFQ. Any request to withdraw a Response must be made by a duly authorized representative of the Respondent. Respondent is responsible for making arrangements and paying any and all expenses associated with the return of the Response.

#### **INSTRUCTION 10: RESPONSE OPENING**

Responses shall be opened at 1:00 PM Time on the proposal due date, at the submittal location as set forth on page 2 of this RFQ. The name of each Respondent shall be publicly read and recorded in the presence of a witness. All other information received in response of this RFQ shall be shown only to MIHS personnel having legitimate interest in the evaluation process. After award of the contract, the successful Response and Respondent ranking shall be open for public inspection.

#### **INSTRUCTION 11: MIHS RESERVED RIGHTS**

Notwithstanding any other provision of this RFQ, MIHS expressly reserves the right to:

- a. Extend the date by which Responses are due;
- b. Withhold the award or cancel this RFQ for any reason MIHS determines;
- c. Reject any or all Responses, in whole or in part;

- d. Waive any immaterial defect, irregularity or informality in any Response;
- e. Reissue an RFQ;
- f. Unless the Respondent states otherwise, award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to MIHS. If a Respondent's Response is an "all or nothing" offer, it must be expressly so indicated in the Response; and/or
- g. Exercise any and/or all other rights available to MIHS under the terms of the RFQ, the Procurement Code, at law, or in equity.

#### **INSTRUCTION 12:     ADDITIONAL PROHIBITIONS AND RESTRICTIONS**

- 12.01 Interest in More Than One Response: No person, firm, partnership, joint venture, corporation or other legal entity shall be permitted to submit more than one (1) Response for the same project. A person, firm, partnership, joint venture, corporation or other legal entity that has submitted a sub-consultant Response to a Respondent is disqualified from submitting a Response for the Project as a Respondent. A person, firm, partnership, joint venture, corporation or other legal entity shall be allowed to submit a sub-consultant Response to more than one (1) Respondent.
- 12.02 Lobbying/Influence/Gratuities: As prescribed in HS-902 of the MIHS Procurement Code, any attempt to influence an employee or agent to breach the MIHS Ethical Code of Conduct, or any unethical conduct, may be grounds for Disbarment or Suspension under HS-702.
  - A. An attempt to influence includes, but is not limited to:
    - 1. Any Respondent, or any agent, representative or affiliate of a Respondent, offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy, that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind. Paying the expense of normal business meals, which are generally made available to all eligible persons, shall not be prohibited by this provision.
    - 2. Any communication regarding this solicitation for the purpose of influencing the process or the award, between any Respondent, or any agent, representative or affiliate of a Respondent, and MIHS, including but not limited to MIHS's Board of Directors, officers, employees, and/or consultants hired to assist in the solicitation, is prohibited.
    - 3. Consultants that comprise the IPMO Core Team are: Vanir CM; INNOVA Health Solutions; Blue Cottage Consultants; Siegel + Gale; Land Advisors Organization; and NNR Multicultural



- B. This prohibition is imposed from the time of the first public notice of the solicitation until MIHS cancels the solicitation, rejects all responses, awards a contract, or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any public meeting of the MIHS Board.
  - C. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation, or to MIHS-initiated communications, made for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-bid conferences, clarification of Responses, presentations if provided for in the solicitation, requests for Best and Final Responses, contract negotiations, interviews, protest/appeal resolution, or surveying nonresponsive Respondents.
- 12.03 Restriction on Communications: Respondents and members of their teams shall not communicate concerning this RFQ with MIHS's Program Manager, any MIHS Consultant or Project Manager, Selection Committee members, or employees of MIHS, except as stipulated in Inquiries and Addenda above. A Respondent's failure to abide by this requirement may result in rejection of a Response.
- 12.04 Disbarment/Clarification: A Respondent (including each of its principals) who is currently disbarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Response rejected. MIHS reserves the right to obtain Respondent clarifications where necessary to arrive at a full and complete understanding of Respondent's service, product, and/or Response. Clarification means a communication with a Respondent for the sole purpose of eliminating ambiguities in the Response and does not give Respondent an opportunity to revise or modify its Response.
- 12.05 All Remedies Available: With regard to any violation of any of the provisions of this Instruction 11, MIHS expressly reserves the right to pursue any and all remedies available to it under the MIHS Procurement Code, at law or in equity, including, but not limited to, the following:
- A. Any violation of this Section discovered before an award of the resultant contract may, in MIHS's sole discretion, subject a Respondent to a warning letter, rejection of its Response, or disbarment, depending on the nature of the violation.
  - B. If a violation of this Section is discovered after the resultant contract has been awarded, MIHS may, by written notice to the Respondent, cancel the resultant contract. In the event MIHS cancels the resultant contract pursuant to this provision, MIHS shall be entitled, in addition to any and all other available rights and remedies, to withhold or recover from the Respondent the amount of any gratuity provided and any and all incidental and/or consequential damages incurred by MIHS as a result of the violation.



### **INSTRUCTION 13: ACCEPTANCE PERIOD**

- 13.01 In order to allow for an adequate evaluation, MIHS requires all Proposals to be valid and irrevocable for one hundred and twenty (120) days after the opening time and date and each Respondent agrees that it will hold open its Response for such period.
- 13.02 No contract or agreement, expressed or implied, shall exist between MIHS and any Respondent, or be binding on MIHS, before formal approval by the MIHS Board and the execution of the resulting written contract by both parties.
- 13.03 If agreement on the terms of a resultant Contract cannot be reached after a period deemed reasonable by MIHS in its sole discretion, MIHS may negotiate and enter a Contract with any other Respondent who submitted a timely and responsive Response to this RFQ, as provided by law.

### **INSTRUCTION 14: EVALUATION**

Evaluation of timely and responsive Proposals submitted by responsible Respondents shall be based upon the evaluation process and criteria set forth in Section VII to this RFQ.

### **INSTRUCTION 15: PROTESTS**

MIHS believes that it can best maintain its reputation for treating firms, contractors, etc., in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If a Respondent believes that MIHS has fallen short of these goals, it may submit a written protest pursuant to the MIHS Procurement Code, Article 7, Section HS-705. Protests should be directed to the Care Reimagine Project Executive of Procurement and Contracts.

## **SECTION IV: PROJECT DESCRIPTION**

- A. Maricopa County Health Care District, d.b.a. Maricopa Integrated Health System (MIHS) Care Reimagined is an Enterprise-level program that addresses expanding Hospital Outpatient Department freestanding buildings.
- B. Multiple On-Site Locations (See List Below)

West Maryvale HOPD	7808 W. Thomas Rd, Phoenix, AZ 85003	25,853 SF
Maryvale HOPD	5102 W. Campbell Ave., Phoenix, AZ 85031	25,853 SF
Chandler HOPD	838 N. Alma School Rd., Chandler, AZ 85224	25,853 SF
Mesa HOPD	932 & 950 E. Main St. Mesa, AZ 8503	25,000 – 35,000 SF

- C. Each of the four (4) HOPD sites will include Primary Clinics, Imaging, Pharmacy, Lab, Family Learning Center, and program support spaces. In addition, a Specialty Clinic will be included at the Mesa site.
- D. Current Status of Project Design bridging documents for the HOPD freestanding buildings have been completed by an Arizona licensed architectural/engineering team and will be turned over to the successful Design Professional for site adaptation on the four (4) sites listed above. The successful DP's design documents for the Mesa site will require the addition of approximately 5000 SF to 10,000 SF for a specialty clinic.

## **SECTION V: SCOPE OF SERVICES**

**Team Approach:** MIHS intends to follow an integrated team approach, consisting of the MIHS IPMO Team as the Owner's Representative, MIHS Consultants, the Construction Manager at Risk (CMAR), the DP, the CMAR's subcontractors and the DP's Consultants. This team approach is intended to work well together in a cooperative and mutually supportive manner for the benefit of all the members of the team. The desire is a "team" or "win-win-win" arrangement. Team members shall focus on this overall objective and not on protecting their own individual interests to obtain MIHS's goal. MIHS considers a team approach to be a critical qualification for the Design Professional and its consultants with the MIHS IPMO. The team approach may include a formal "partnering" arrangement at the option of the MIHS.

### **Overview of Request**

- A. **Maricopa Integrated Health System (MIHS)** is seeking to identify, qualify, and partner with an independent 3<sup>rd</sup> party Design Professional and its Consultants who are experienced in providing site adaptation services for four projects in collaboration with a Construction Manager at Risk (CMAR) and its sub-consultants along with the MIHS IPMO team. Responses to this RFQ will be evaluated to determine whether the Respondent has established the minimum experience required to participate on this/these project(s). Responses containing documented success of the range of services and areas of expertise requested will be given priority. Interested parties providing these areas of expertise and services are encouraged to submit proposals.

### **Overview of Services and Areas of Expertise:**

- A. Areas of documentable in-house design expertise and related services of interest include but are not limited to:
  - 1. Conversion of bridging documents into permit ready construction documents for the new sites
  - 2. Transfer of data from MEP, door/window, hardware, finish and FF&E schedules
  - 3. A full medical equipment schedule is provided to be adapted as-is (a medical equipment consultant is not requested)

4. Site investigation for civil and structural implications
5. Utility location verification including but not limited to power, water, Telcom, gas, existing rights-of-way, utility company schedule and costs for completing work
6. Local municipality requirements for offsite gas, water and sewer connections
7. Structural and foundation design
8. Exceptions to site development that MIHS should consider regarding the project costs savings or design alterations
9. Construction period challenges to site access, laydown, parking, utilities, site security
10. Local municipal Fire Department approvals as applicable
11. Environmental conditions considerations
12. Bridging document construction details modifications per site conditions
13. General site nuances that affect cost, schedule, building placement, security, access/egress, operations, use of materials, etc.
14. Fire Protection & Life Safety Systems
15. Communication Systems
16. Lab Systems
17. Pharmacy Systems
18. Imaging Systems
19. Other systems as may be required
20. BIM documentation

Electronic records documenting these areas must be captured in a format which allows for transfer of data to baseline BAS/CMMS.

**Reference Materials:**

Exhibit A: Insurance Requirements

Exhibit B: Map of MIHS

Exhibit C: Project Site Maps: Maryvale Campus Clinic, West Maryvale, Chandler, and Mesa

Exhibit D: Floorplan and Building Rendering

## **SECTION VI: PROPOSAL CONTENTS**

### **1. Required Proposal Contents in Addition to Attachments:**

- A. A transmittal/cover letter that introduces the Respondent, confirming that all elements of the RFQ have been read and understood, and summarizes the Respondent's interest in the work. The transmittal letter shall be one (1) page maximum and signed by an individual authorized to bind the Firm contractually. The letter shall include an acknowledgement that the firm agrees to engage with MIHS and has read and accepted the contractual language indicated in the MIHS professional consultant agreement.
- B. Respondent's Capabilities

1. Provide a general description of the Respondent and/or team that is proposing to provide Design Professional Services. Explain the legal organization of the proposed Respondent or team. Provide an organization chart showing key personnel. Explain what personnel and other resources will be used to undertake the work and individual main office locations of personnel and other resources (i.e.; sub-consultants).
2. Provide the following information:
  - a. List the Arizona professional and contractor licenses held by the Respondent/team and the key personnel who will be assigned to this project. Provide the license number and explain if held by an individual or the Respondent.
  - b. Identify any contract or subcontract held by the Respondent or officers of the Respondent, which has been terminated within the last five years, if any. Identify any claims arising from a contract resulting in litigation or arbitration within the last three years, if any. If applicable, briefly describe the circumstances and the outcomes.
  - c. Provide a statement to the Respondent's insurability from a company or companies lawfully authorized to transact insurance business in the State of Arizona and rated at least B++ in the company's current A.M. Best Company rating. The finalist Consultant will be required to furnish a certificate(s) of insurance meeting MIHS's insurance requirements.
  - d. Provide a letter from the Respondent's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company. Provide the Respondent's **Days Away** from work, **job Restrictions**, and/or **job Transfers "DART"** rate (please refer to the following website if you are unclear as to what a DART rate is, or you require a DART rate calculator).
  - e. Provide the Respondent's last three years of EMR. All contractors working on projects for MIHS shall have a three-year average EMR of 1.0 or lower. Respondents that have a three-year average EMR above 1.0 may be considered non-responsible, and the Response rejected.

#### C. Experience on Similar Projects

1. Identify a minimum of two (2) and no more than five (5) comparable site adaptation projects in which the Respondent served as DP in the last five (5) years. Special consideration will be given to Respondents that have provided DP

Services on similar successful projects requested in this RFQ. These include either completed or ongoing projects.

2. Identify how many site adaptation projects the team completed over the past five (5) years.
3. Include samples of site adaptation projects for the healthcare industry.
4. For each comparable project identified, provide the following:
  - a. Description of project
  - b. Role of the Respondent in design and in construction including brief scope, challenges, results, and benefits the customer gained from your work
  - c. Project Owner's name, address, phone number and email address
  - d. Reference information: See **Section F** below
5. Identify if the individuals in the proposed project team for this project have successfully worked together in the past by completing the projects described in the references. If so, state the project(s) and the individual's names.

#### D. Key Staff Qualifications/Resumes

1. List the proposed key staff individuals to be assigned to the project and identify the position for each proposed individual on the project team. Include a resume describing applicable qualifications and experience for each proposed individual. List examples of the proposed individuals experience on similar projects, identifying project size, schedule, complexity, and specific roles held.
2. Management skills should include, but are not limited to:
  - a. The ability to gain the immediate confidence and respect of each team member
  - b. Possess experience in working with diversity without compromising fairness or project delivery;
3. Identify the home office location of key staff on this project, the length of time they have been employed with the Respondent, and the percent of work expected to be completed locally for each of the key staff members. Identify how key staff members have completed similar projects. If personnel or projects from a parent company or different companies are being included in the response, describe the average yearly percentage of time that the individual is dedicated to providing site adaption design services, and what other services the individual normally provides.

#### E. Project Understanding and Project Approach

1. Discuss the major issues your team has identified on this type of project and how you intend to address those issues. Explain how the project team will demonstrate

their complete and comprehensive knowledge of the work required to complete the project.

2. Provide information on how your Project team would apply combined experience, management approach, team organization and qualifications. Explain the team's understanding of the major tasks necessary to complete the project.
3. Explain what makes the Respondent stand out above its peers and why the Respondent should be chosen as the most qualified Design Professional for this project.
4. Provide background information for each of the following: history, values, Statement of Philosophy and work ethic.
5. Identify the Respondent's date of establishment, office locations, and staff credentials.
6. Demonstrate the Respondent's ability to be independent and have no conflicts of interest.
7. Identify if personnel or projects from a parent company or different companies are being included in the response. If so, describe the primary business of the parent company and companies.
8. Provide the Respondent's Sustainability Policy.
9. List the benefits to Owners of working with your company.
10. Service Approach: Discuss how your service approach incorporates your values, philosophy and work ethic. Demonstrate with examples.
11. Discuss your Best Practices and Approach Standards.
12. Provide examples that give specific outcomes Owners received as a result of your design review involvement.
13. Provide detail regarding your philosophy of collaboration within the team. Illustrate how your firm handles conflict.
14. Provide your firm's communication philosophy, including any company policies or procedures that drive the approach.
15. Describe, if any, unique communication and/or quality assurance processes your firm will incorporate that ensure that the design process meets the Owner's expectations.



F. References/Past Performance Form

Include the name, contact person, address and telephone number of professional references who can comment on the Respondent's professional services capabilities. References must be current, and should be relevant to the required services. The Reference form included as **Attachment 2** hereto must be completed for each reference and included in Respondent's Response.

G. Partnership or Joint Venture

If the firm submitting a Proposal is a Partnership or a Joint Venture, an additional half page shall be added to the Proposal to fully explain the relationship and past experience of the Partnership or Joint Venture. The explanation shall detail how the relationship will work and who is responsible for what portions of the work.

- 2. Required Attachments:** Attachments listed under Instruction 5 above must be included in the Proposal and unless otherwise indicated, are not included in the page limit.

## **SECTION VII: EVALUATION**

- 1. Mandatory Compliance:** This is a compliance section and carries no evaluation points. Respondents must meet minimum criteria as specified below to receive further consideration.

A. Professional Standing:

1. The Arizona Corporation Commission shall properly have certified the Design Professional for corporation and limited liability companies.
2. The Consultant must be properly registered, licensed and certified at the time of submission.
3. The Consultant must have been in continuous business for a minimum of five years.

B. Financial Stability:

1. Copies of audited financial statements are not required with the Submittal. Prior to the final selection, MIHS reserves the right to require the Consultant to provide a copy of the Respondent's financial statements for the previous two fiscal years
2. MIHS reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Respondent submitting a Response.
3. **Evaluation Criteria for Proposals and Scoring:** This is an evaluation section which establishes criteria and the associated total maximum points for each category.



A. Experience on Similar Project (150 Points):

1. Special consideration will be given to Respondents that have provided Site Adaptation Design Services that are similar in nature to the proposed MIHS project. Similar projects to this RFQ could include:
  - a. Completion of new HOPD facilities similar in scope within the last ten (10) years.
  - b. Completed project(s) within a similar climate to Phoenix and completed within an urban area.
  - d. Completed projects(s) with similar size, schedule, budget, and complexity.
  - e. Design for a unique population.

B. Staff Qualifications & Resumes (150 Points):

1. Team organization and structure, including that of consultants.
  - a. Key team member's resumes and experience.
2. Proximity of Respondent to the MIHS campus.
3. Previous project team's experience working together on the projects described in the referenced similar projects.
4. Apparent resources and capacity to meet the needs of this project, including team continuity and management throughout the project.
5. The Building Information Modeling (BIM) Team and relevant experience of each team member.

C. Project Approach and Project Execution (100 Points):

1. Describe the major issues your team has identified on this type of project including utilization and construction document development experience using client provided bridging documents.
2. Design experience with MIHS's strategic brand ideals and facility design.
3. CMAR project delivery experience.
4. Philosophy and approach for working with MIHS as the MIHS team develops the project design requirements.
5. Respondent's acknowledgement and understanding of the MIHS team approach.
6. Describe how Respondent will ensure that MIHS/Care Reimagined will be successful on the project.
7. Explain Respondent's method of developing and designing to budget.
  - a. Discuss major issues your team has identified on this type of project and how

you intend to address those issues.

- b. Explain how the project team will demonstrate complete and comprehensive knowledge of the work required to complete the project.
- c. Describe the team's approach to the commissioning of this project.
- d. Describe the Respondent's understanding of scope and tasks necessary for successful completion of this project.
- e. Describe the differentiation of Respondent from peers.

**D. References (50 Points):**

**Proposal Evaluation Process:**

- A. Selection Committee: An appropriately qualified Selection Committee shall evaluate the Responses and performance data that are submitted in response to the RFQ for the proposed contract.
  - 1. The Selection Committee will evaluate the Responses submitted in response to this RFQ. The evaluation will be to determine the qualifications of each Respondent to Services under this RFQ based on the selection criteria listed herein.
  - 2. In making its determination, the Selection Committee will evaluate the Response, client references, interviews (for Respondents on the shortlist only), and additional information received or obtained by the Selection Committee. The Committee may request or obtain additional information at any time during the selection process through interviews, presentations, correspondence, and visitation of completed projects or otherwise.
  - 3. During the selection process, MIHS will evaluate each Response to determine which Respondent, if any, is best qualified to perform the required Total Building Commissioning Services and can provide the experience specified in this RFQ.
- B. Shortlist: In order of preference, based on criteria established by the Selection Committee and included in the RFQ, a short list of no more than three (3) Respondents deemed to be the most qualified to provide the Design Professional Services by the Selection Committee will be established.
- C. Team Oral Presentation/Interview: The Selection Committee may interview each Respondent on the shortlist so that they may present their credentials, comparable past work and any ideas they wish to share with the Selection Committee. The interviews will take place at the selected firm's Phoenix office or at a location of their choice in the Phoenix-Metro Area to provide the best opportunity to evaluate how the Respondent works, and how well they work with their clients.
  - 1. A letter invitation will be sent via email to each interviewed Respondent with the specific evaluation and scoring criteria along with the date and time of the interview.

2. The order in which the Respondents appear before the Selection Committee will be determined by lottery.
  3. The interview will be a roundtable format, and 60 minutes in length. It is the shortlisted Consultant's responsibility to develop and manage the interview agenda.
  4. The number of Consultant participants during the interview shall be limited to six (6) individuals.
- D. **Shortlisted Respondents Evaluation:** The Evaluation Committee will evaluate finalist Respondents after the oral presentations/interviews based on the criteria described below. MIHS reserves the right to request additional information from Respondents prior to final selection, and to consider information about the Respondents other than that submitted in the Proposal.
1. **Finalist Respondents Team Interview (Maximum 300 Points):** MIHS's Selection Committee will evaluate interviews based on the team's ability to effectively communicate, the Committee's assessment of the team's ability to work successfully with each other and MIHS staff, and the team's responses to questions. MIHS may also ask Respondents to submit written responses to some questions in advance of the interviews.
  2. **Strategic Fit (Maximum 200 Points):** MIHS will evaluate the proposed team based on overall best fit with MIHS goals and objectives. The Committee will consider solution simplicity, overall alignment with the requirements set forth in the RFQ, including compliance with contract terms and conditions as well as any and all additional findings from MIHS's due diligence process.
- E. **Ranking:** After interviews have been completed, the Selection Committee will then rank the three (3) Respondents deemed to be the most qualified to provide the Design Professional Services stated herein.
- F. **Discussions:** MIHS may elect to have discussions with the three (3) shortlisted Respondents after the scoring process has concluded. The discussions would be held so that the selection committee may clarify the Respondent's proposal. The Respondents shall have an opportunity to resubmit their final qualitative and technical proposal. The scoring for the proposal submitted after discussions shall be scored in the same manner as specified above.
- G. **Negotiation:** MIHS shall enter into negotiations for a contract with the highest qualified Respondent on the shortlist for the Design Professional. The negotiations shall include consideration of compensation and other contract terms that MIHS determines to be fair and reasonable. In making this decision, MIHS shall take into consideration the estimated value, scope, complexity and nature of the Design Professional Services to be rendered.
1. If negotiations are successful, MIHS will request approval from the appropriate MIHS Board of Directors to execute MIHS's standard contract for the Consultant Professional Design.

2. If MIHS is unable to negotiate a satisfactory agreement with the highest ranked Respondent, negotiations with that Respondent will be formally terminated.
  3. MIHS may then undertake negotiations with the next highest ranked Respondent in sequence until an agreement is reached or determine to reject all Proposals and re-solicit the RFQ or use another selection process that MIHS deems prudent.
  4. Should negotiations result in a contract, the agreement will be subject to all the provisions of MIHS Procurement Code and will include all the terms, clauses, and conditions required by the MIHS Procurement Code.
- 4. Notice of Intent to Award:** The next step will be for MIHS to issue a Notice of Intent to Award, and, if applicable, notices of the intent not to award to some Respondents. MIHS reserves the right to cancel this RFQ, to reject any or all Responses, and to waive or decline to waive any irregularities in any submitted Responses, or to withhold the award for any reason it may determine in the best interest of MIHS.
- 5. Delivery of Insurance Policies or Certificates and Execution of Contract Documents:** Within ten (10) days of receipt of notice of intent to award, the successful Respondent shall deliver to MIHS the required insurance policies or certificates in a form satisfactory to MIHS. Policies or Certificates must reference MIHS/IPMO Project Number and MIHS Project Name with the original submission and with each and every updated submission thereafter. Failure to do so may result in rejection of the successful Respondent's Response and withdrawal of the Notice of Intent to Award. Promptly after MIHS receives satisfactory insurance policies or certificates MIHS will deliver to the successful Respondent two (2) duplicated originals of the form of contract documents to be executed by the successful Respondent. The successful Respondent shall execute and return to MIHS System all copies of the contract documents within ten (10) days after receipt of the contract documents. Failure to return the executed copies of the contract documents may result in rejection of the successful Respondent's Response and withdrawal of the Notice of Intent to Award.
- 6. Vendor Registration:** All vendors/contractors are required to register in MIHS's Vendor Portal, create a company profile, and supply company-level data for authentication and credentialing by MIHS's third party partner, Vendormate. Vendor registration allows MIHS to access a vendor's data to process payments in a timely manner, ensure compliance with internal controls and regulatory requirements, and review accurate and complete vendor/contractor information to maintain ongoing relationships. During the term of the agreement, Contractor agrees to register in MIHS's Vendor Portal at <https://mihs.vendormate.com> and is responsible for the annual registration fee payable to Vendormate. Fees may vary based on your company's risk profile. Failure to register and maintain a current registration will prevent issuance of payment for any product or service rendered. Representatives of the Contractor that require onsite access to MIHS's facilities may be required to fulfill additional requirements and pay additional fees for more extensive authentication and credentialing.
- 7. Changes in Respondent Organization:** In order for a Respondent to remain qualified for award under this RFQ after it has been shortlisted, unless otherwise approved in writing by MIHS, the Respondent's organization as identified in its Response must remain intact for the duration of the project. If a Respondent wishes to make changes in the Respondent Team



Members or Key Personnel identified in its Response, including, without limitation, additions, deletions, reorganizations and/or role changes, the Respondent shall submit to MIHS a written request for approval of the change. Any such request shall be addressed to MIHS's designated point-of-contact for this RFQ. If a request is made from a Respondent to allow the deletion or role change of any Respondent Team Member or Key Personnel identified in its Response, the Respondent shall submit such information as may be required by MIHS to demonstrate that the changed Team Member meets the RFQ criteria. MIHS is under no obligation to approve such requests and may approve or disapprove an entire request, or any portion of a request, in its sole discretion.

**MIHS reserves the right to require the removal of any member of the Respondent's team at any time during the project duration, with the approval of the IPMO Project Executive and/or Procurement Officer.**

## **SECTION VIII: AWARD**

This is a one-step solicitation, as specified by the Maricopa County Special Healthcare District Procurement Code, Article 5. The successful Respondent, if any, will be selected and recommended by the Selection Committee to the MIHS Board of Directors for Award. Any contract resulting from this RFQ will be awarded consistent with the appropriate MIHS authority under the current MIHS Authorization and Responsibility Matrix as approved by the Board of Directors, the Procurement Code and applicable statutes. No contract shall exist until the final written contract is properly and formally approved for award and fully executed by the Consultant and the MIHS Board of Directors. Total scope of award will be issued utilizing multiple amendments.





**ATTACHMENT 1: AUTHORIZATION TO SUBMIT RESPONSE AND REQUIRED CERTIFICATIONS**

By signing below, the Respondent hereby certifies that:

- \* They have read, understand, and agree that acceptance by MIHS of the Respondent's Response by the issuance of an executed contract; notice to proceed and purchase order will create a binding contract;
- \* They agree to fully comply with all terms and conditions as set forth in the MIHS Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement;

The person signing the Response certifies that he/she is the person in the Respondent's organization responsible for, or authorized to make, decisions.

The Respondent is a corporation or other legal entity.

No attempt has been made or will be made by the Respondent to induce any other Respondents or person to submit or not to submit a Response to this RFQ.

- ☐ All amendments to this RFQ issued by MIHS have been received by the person/organization below. All amendments are signed and returned with the Response.
- ☐ No amendments have been received.

The terms and conditions in this Response are valid for 180 days from the date of submission.

---

RESPONDENT SUBMITTING RESPONSE

---

ADDRESS

---

CITY STATE ZIP CODE

---

TELEPHONE

---

FEDERAL TAX ID NUMBER  
NUMBER

---

EMAIL

---

ROC LICENSE

---

AUTHORIZED SIGNATURE

---

DATE

---

PRINTED NAME AND TITLE

---



**ATTACHMENT 2: REFERENCE FORM**

1. Company Name: \_\_\_\_\_

Name of Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Bid # or Project # \_\_\_\_\_

Budget and Date of Completion \_\_\_\_\_

Brief Project Description: \_\_\_\_\_

(Including Partnering Team)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**ATTACHMENT 3: ADDENDUM ACKNOWLEDGMENT**

RECEIPT BY THE UNDERSIGNED OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED:

ADDENDUM NUMBER: 1      DATED: \_\_\_\_\_

ADDENDUM NUMBER: 2      DATED: \_\_\_\_\_

ADDENDUM NUMBER: 3      DATED: \_\_\_\_\_

ADDENDUM NUMBER: 4      DATED: \_\_\_\_\_

ADDENDUM NUMBER: 5      DATED: \_\_\_\_\_

ADDENDUM NUMBER: 6      DATED: \_\_\_\_\_

\_\_\_\_\_  
(Respondent)

\_\_\_\_\_  
(Address Line 1)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address Line 2)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Federal Taxpayer ID Number)





#### ATTACHMENT 4: LEGAL WORKER CERTIFICATION

\_\_\_\_\_  
(Date)

Maricopa County Special Health Care District  
d/b/a Maricopa Integrated Health System  
Contracts Management Department  
2611 East Pierce Street  
Phoenix, Arizona 85008-6092

As required by Arizona Revised Statutes §41-4401, MIHS is prohibited, after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by MIHS. MIHS retains the right to inspect the records of the below entity, subcontractor and sub-subcontractor employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor and sub-subcontractor who works on the Contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

\_\_\_\_\_  
(Respondent)

\_\_\_\_\_  
(Address Line 1)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address Line 2)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Federal Taxpayer ID Number)



**ATTACHMENT 5: NON-COLLUSION AFFIDAVIT**

STATE OF ARIZONA

COUNTY OF MARICOPA

\_\_\_\_\_ being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Name of Business)

bidding on RFQ No. 480-90-19-017 for Design Professional in the County of Maricopa, State of Arizona.

That, in connection with the above-mentioned project, neither he/she, nor anyone associated with the aforesaid business, has, directly or indirectly, participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce in violation of the provisions of A.R.S. § 34-251, Article 4, as amended.

\_\_\_\_\_  
(Signature of Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

(Notary Public)



## ATTACHMENT 6: ORGANIZATIONAL INFORMATION

**The Respondent shall use this document to describe the background of its company, its size, resources and details of relevant experience.**

1. Name of Respondent: \_\_\_\_\_  
dba: \_\_\_\_\_
2. To whom should correspondence regarding this contract be addressed?  
  
Individual's Name: \_\_\_\_\_  
  
Company Name: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
City/State/Zip: \_\_\_\_\_  
  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email address: \_\_\_\_\_  
  
Contact Person (if different from above): \_\_\_\_\_
3. Date business was established: \_\_\_\_\_
4. Ownership (e.g., public company, partnership, subsidiary): \_\_\_\_\_
5. Primary line of business: \_\_\_\_\_
6. Total number of employees: \_\_\_\_\_
7. Is your agency acting as the administrative agent for any other agency or organization? \_\_\_\_\_  
If yes, describe the relationship in both legal and functional aspects.
8. Does the organization have any uncorrected audit exceptions? \_\_\_\_\_  
If yes, please explain.
9. Has any government agency, including but not limited to state or federal, ever made a finding of non-compliance with any relevant civil rights requirement with respect to your program? \_\_\_\_\_  
If yes, please explain.



10. Have there ever been any felony convictions of any key personnel (i.e., Administrator, CEO, Financial Officers, major stockholders or those with controlling interest)? \_\_\_\_\_  
If yes, please explain:
  
11. Has anyone in your organization, or has your organization, ever been restricted or, in any way sanctioned, or excluded from participation in any governmentally funded healthcare programs including, but not limited to, Medicare or Medicaid/AHCCCS? \_\_\_\_\_  
If yes, please explain.



**ATTACHMENT 7: EXCEPTIONS TO RFQ REQUIREMENTS AND/OR CONTRACT PROVISIONS**

Respondents must use this section to state any exceptions to the RFQ requirements and/or any requested language changes to the terms and conditions, contract, etc.

This is the only time Respondents may contest these issues. Requests for changes after the date Responses are due will not be considered and could subject the Respondent to non-award on grounds of non-responsiveness.

Please sign and include the following statement with your Response.

I have read MIHS’s Contract Provisions and:

- ☐ I accept them
- ☐ I have stated my exceptions and have included them in this Response.

\_\_\_\_\_  
**Printed Name of Authorized Individual**

\_\_\_\_\_  
**Name of Submitting Organization**

\_\_\_\_\_  
**Signature of Authorized Individual**

\_\_\_\_\_  
**Date**





**ATTACHMENT 9: VENDOR REGISTRATION FORM/TAXPAYER I.D. NUMBER**

**Document follows.**

<p><b>Form W-9</b> (Rev. November 2005) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p>	<p>Give form to the requester. Do not send to the IRS.</p>					
<p>Print or type See Specific Instructions on page 2.</p>	<p>Name (as shown on your income tax return)</p>						
	<p>Business name, if different from above</p>						
	<p>Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor    <input type="checkbox"/> Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding</p>						
	<p>Address (number, street, and apt. or suite no.)</p>	<p>Requester's name and address (optional)</p>					
	<p>City, state, and ZIP code</p>	<p>List account number(s) here (optional)</p>					
<p><b>Part I Taxpayer Identification Number (TIN)</b></p>							
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div> </td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div> </td> </tr> </table>			Social security number	<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div>	or	Employer identification number	<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div>
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or							
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<p><b>Part II Certification</b></p>							
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</li> <li>I am a U.S. person (including a U.S. resident alien).</li> </ol> <p>Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)</p>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; vertical-align: top;"> <p><b>Sign Here</b></p> <p>Signature of U.S. person ▶</p> </td> <td style="width: 40%; vertical-align: top;"> <p>Date ▶</p> </td> </tr> </table>			<p><b>Sign Here</b></p> <p>Signature of U.S. person ▶</p>	<p>Date ▶</p>			
<p><b>Sign Here</b></p> <p>Signature of U.S. person ▶</p>	<p>Date ▶</p>						
<p><b>Purpose of Form</b></p> <p>A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p><b>U.S. person.</b> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> <li>Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),</li> <li>Certify that you are not subject to backup withholding, or</li> <li>Claim exemption from backup withholding if you are a U.S. exempt payee.</li> </ol> <p>In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.</p> <p><b>Note.</b> If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p> <p>For federal tax purposes, you are considered a person if you are:</p> <ul style="list-style-type: none"> <li>An individual who is a citizen or resident of the United States,</li> <li>A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or</li> <li>Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.</li> </ul> <p><b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.</p> <p>The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:</p> <ul style="list-style-type: none"> <li>The U.S. owner of a disregarded entity and not the entity,</li> </ul>							





## ATTACHMENT 10: CONTRACTOR EMPLOYMENT RECORD VERIFICATION REQUIREMENT

*The following is provided for informational purposes only related to this solicitation. Any Respondent awarded a contract subsequent to this solicitation will be expected, upon request by MIHS, to submit the forms in this **Attachment 10** as a condition of the Contract.*

**NOTE: IT IS NOT NECESSARY TO INCLUDE THE DOCUMENTS IN ATTACHMENT 10 WITH YOUR RESPONSE.** Maricopa County Special Health Care District, dba, Maricopa Integrated Health System ("MIHS")

**Contractor Employment Record Verification Form and Employee Verification Worksheet**

Complete and return within 30 days of receipt or as specified in cover letter to:

**Maricopa Integrated Health System  
Contracts Management  
2611 E. Pierce St., 2<sup>nd</sup> FL  
Phoenix, AZ 85008**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form and attached Employee Verification Worksheet the Contractor shall attest that it and all subcontractors performing work under the cited MIHS contract meet all conditions contained herein. Failure to complete and submit this form and attached worksheet on or before the request date to the above cited address and/or the falsification of any information provided herein shall be considered a material breach of the contract.

<b>Contract Number:</b>		
<b>Name (as listed in the contract):</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract.
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
3. The contractor has identified all contractor and subcontractor employees who perform work under the contract on the attached Employee Verification Worksheet and has verified



compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Contractor (Employer) or Authorized Designee:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Contractor Name: \_\_\_\_\_

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

\_\_\_\_\_  
Date:

(Please copy and complete as necessary)

Employee Name – Please Print	Employee Name – Please Print



**ATTACHMENT 11: PROPRIETARY AND/OR CONFIDENTIAL INFORMATION**

Due to the fact that MIHS is subject to Arizona’s Public Records Act, Title 39 Chapter 1 of the Arizona Revised Statutes, Respondent is advised that any documents it provides to MIHS in response to a solicitation will be available to the public if a proper Public Records Request is made, except that MIHS is not required to disclose or make available any record or other matter that reveals proprietary information provided to MIHS by a Respondent that is from a non-governmental source. Reference A.R.S. § 48-5541.01(M)(4)(b).

Pursuant to the MIHS Procurement Code (HS-104, Confidential or Proprietary Information), any specific documents or information that the Respondent deems to be proprietary and/or confidential must be clearly identified as such along with justification for its proprietary and/or confidential status.

The Respondent may not claim that the entire Proposal or the entire submission is proprietary and/or confidential. It is the Respondent’s responsibility to clearly identify each document and each piece of information in their submission that is proprietary and/or confidential. The final determination of nondisclosure, however, rests with the Procurement Officer.

Firms should be aware that if a court determines that the Respondent’s information is not proprietary and/or confidential; MIHS will be required to disclose such information pursuant to a public records request. In such cases, the Respondent understands and agrees that MIHS shall comply with the court’s determination and the Respondent shall not hold MIHS liable for any costs, damages or claims whatsoever related to releasing the information.

This is the only notice that will be given to Respondents regarding the Respondent’s responsibility to clearly identify its proprietary and/or confidential information. If a public records request is submitted to MIHS and the Respondent did not clearly identify its proprietary and/or confidential information at the time their Proposal was submitted, MIHS will not provide Respondents with any subsequent notice or opportunity to identify proprietary and/or confidential documents or information.

I hereby certify that I acknowledge acceptance of the terms above and that I have:

- ☐ Determined that no documents or information contained within this Proposal are proprietary and/or confidential in nature.
- ☐ Clearly identified specific documents or information that are deemed to be proprietary and/or confidential and have justified the reason for the proprietary status of any identified documents or information contained herein.

\_\_\_\_\_  
Printed Name of Authorized Individual

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

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Date



**ATTACHMENT 12: CONFLICT OF INTEREST CERTIFICATION**

The undersigned certifies that to the best of his/her knowledge: **(check only one)**

- ( ) There is no officer or employee of Maricopa Integrated Health System who has, or whose relative has, a substantial interest in any contract resulting from this request.
- ( ) The names of any and all public officers or employees of Maricopa Integrated Health System who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)



**ATTACHMENT 13: ANTI-LOBBYING CERTIFICATION**

**Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**

In accordance with Federal Acquisition Regulation ("FAR"), 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions:

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000.00 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

Date: \_\_\_\_\_



#### **ATTACHMENT 14: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

In accordance with Federal Acquisition Regulation, 52.209-5, Certification Regarding Responsibility Matters:

1. The Offeror certifies, to the best of its knowledge and belief, that:
  - A. The Offeror and/or any of its Principals:
    - (i) (Check one) **Are** ( ) or **are not** ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) is at <http://epls.arnet.gov> on the Web.)
    - (ii) (Check one) **Have** ( ) or **have not** ( ), within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (iii) (Check one) **Are** ( ) or **are not** ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
  - B. The Offeror (Check one) **has** ( ) or **has not** ( ), within a three-year period preceding this Proposal, had one or more contracts terminated for default by any Federal agency.
2. "Principals", for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
3. This certification concerns a matter within the jurisdiction of an Agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.
4. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
6. 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 paragraph (A) of this provision. The knowledge and information of an Offeror is not required to exceed that which is



normally possessed by a prudent person in the ordinary course of business dealings.

7. The certification in paragraph 1 above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address Line 1)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address Line 2)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

\_\_\_\_\_  
(Date)

PHOENIX 54381-39 347904v2



**EXHIBIT A: INSURANCE REQUIREMENTS  
FOR REFERENCE ONLY**

*The following is provided for informational purposes only related to this solicitation. Any Respondent awarded a contract subsequent to this solicitation will be expected, upon request by MIHS, to submit the forms in this **EXHIBIT A** as a condition of the Contract.*

**NOTE: IT IS NOT NECESSARY TO INCLUDE THE DOCUMENTS IN EXHIBIT A WITH YOUR RESPONSE.**

**A.** These Insurance Requirements apply to the party contracting with MIHS (Contractor, CMAR, Consultant and/or Design Professional) working or providing services in relation to the Project pursuant to the Contract, Job Order, Project Order, or other agreement with MIHS to which this Exhibit A is attached as an Exhibit.

**B.** Contractor/CMAR/Consultant/Design Professional, as applicable, shall obtain and submit to MIHS before any Work or Services are performed, certificates from the Contractor/CMAR/Design Professional's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows:

**1. Workers' Compensation:**

(a) Coverage A: Statutory Benefits.

(b) Coverage B: Employer's Liability.

Bodily Injury by accident	\$100,000.00 each accident
Bodily Injury by disease	\$100,000.00 policy limit
Bodily Injury by disease	\$500,000.00 each employee

(c) Coverage must include a Waiver of Subrogation endorsement.

(d) Where applicable, the U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

**2. Commercial Auto Coverage:**

(a) Auto Liability limits of not less than \$500,000.00 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned."

(b) If the Contract Documents require Contractor/CMAR/Design Professional to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.





**3. Commercial General Liability:**

Each Occurrence Limit	\$1,000,000.00
Personal Injury/Advertising Injury Limit	\$1,000,000.00
Products/Completed Operations Aggregate Limit	\$1,000,000.00
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000.00

(a) Coverage must include a Waiver of Subrogation endorsement.

(b) Both policy forms must include:

- 1) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
- 2) Products and Completed Operations coverage. Contractor/CMAR agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor/CMAR's Work and to continue to name MIHS as an Additional Insured for the entire 10-year period.
- 3) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- 4) Broad Form Property Damage coverage, including completed operations or its equivalent.
- 5) An endorsement naming MIHS, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- 6) Coverage on an **"Occurrence"** form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable.
- 7) Coverage to include general aggregate limits on a "per project" basis.

**4. Errors & Omissions Liability**

(Applicable to any Design Services, Services, and/or any design/engineering/pre-construction services are part of Work)

Each Claim	\$1,000,000.00
Aggregate	\$3,000,000.00

(a) Coverage provided must have no exclusion for design-build projects.



(b) Evidence of coverage for ten (10) years beyond completion of the Project must be provided.

**5. Pollution Legal Liability** \$1,000,000.00

(Applicable as to any pollutants or hazardous waste exposures as part of the Work). Contractor/CMAR/Consultant/Design Professional shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

**6. Privacy, Security and Data Breach:**

Each Claim/Occurrence	\$3,000,000.00
Aggregate	\$3,000,000.00

Privacy, security or data breach coverage, which such coverage may be provided via a separate policy or as an endorsement to any other policy the Contractor/CMAR/Design Professional maintains.

**7. Excess Liability:**

Umbrella Liability to extend the above liability coverages and limits to reach a minimum total combined limit of at least the following:

(a) For Contractor/CMAR:

Each Occurrence/Claim	\$4,000,000.00
Aggregate	\$10,000,000.00

(b) For Design Professional:

Each Occurrence/Claim	\$2,000,000.00
Aggregate	\$5,000,000.00

**8. Contractor/CMAR "All Risk":**

Contractor/CMAR shall maintain "all risk" insurance on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project Site.

**9. Other Requirements**

- (a) All policies must contain an endorsement affording an unqualified thirty (30) days' notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
- (b) All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A VIII. All coverage forms must be acceptable to MIHS.
- (c) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the MIHS prior to commencement of any Work. Failure of MIHS to demand such certificate or other evidence of full

compliance with these insurance requirements or failure of MIHS to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor/CMAR/Design Professional's obligation to maintain such insurance. MIHS shall have the right, but not the obligation, to prohibit Contractor/CMAR/Design Professional or any of its subcontractors or sub-consultants from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by MIHS.

**C. Additional Insureds.** The insurance coverage, except Workers' Compensation and Errors and Omissions, required by this Exhibit A, shall name MIHS, its agents, representatives, officers, directors, officials and employees (excluding contractors, architects, inspectors or any other party in direct privity of contract with MIHS solely to perform work or services in relation to the Projects) as Additional Insureds. The endorsement shall include the following language or equivalent: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."

**D. Waiver (Subrogation).** The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against MIHS, its agents, representatives, directors, officers, and employees for any claims arising out of the Design Professional's work or service.

**E. Waiver (Property Insurance).** MIHS and Contractor/CMAR/Design Professional waive all rights against each other and against MIHS, Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.

**F. Deductibles.** Contractor/CMAR/Design Professional shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverage's required by the Contract Documents.

**G. MIHS All-Risk Policy.** Unless otherwise provided, the MIHS shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of the MIHS, Contractor/CMAR/Design Professional and its subcontractors in the



Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Contractor/CMAR/Design Professional shall bear the responsibility for the deductible for such coverage when a loss affects the Work. Such property insurance maintained by MIHS does not cover any tools or equipment owned or rented by Contractor/CMAR/Design Professional including trailers, excavators, scaffoldings, or forms. Contractor/CMAR/Design Professional is responsible for providing insurance coverage for such items.

**H. Rental Equipment.** In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor/CMAR/Design Professional agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

**I. Personal Property.** In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor/CMAR/Design Professional agrees that it shall be solely responsible for such property unless and until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

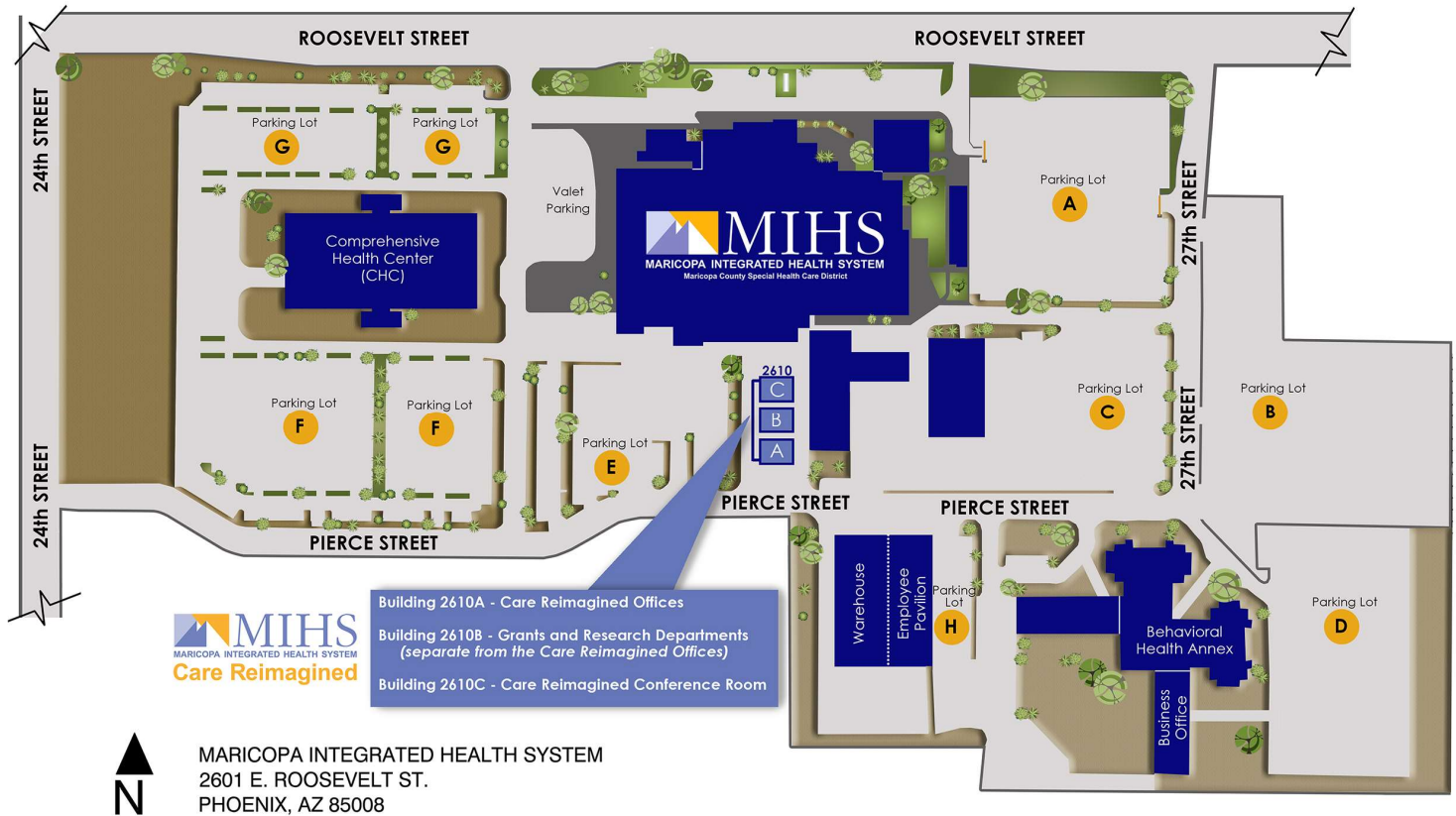
**J. CCIP/OCIP.** If the Contract Documents provide for a Contractor/CMAR or Owner Controlled Insurance Program ("CCIP" or "OCIP") which provides coverage for the Work, the Contractor/CMAR/Design Professional shall comply with all provisions of any such CCIP or OCIP, as applicable.

**K. Additional Provisions.** Any additional provisions specific to the Project are attached hereto or to the applicable Contract Documents or Project Order. In the event of any conflict between the attached terms and the terms of this Exhibit, the Contractor/CMAR/Design Professional shall comply with the more stringent provisions.

**L. Right to Increase Limits.** MIHS reserves the right, in its sole discretion, to require higher limits of liability coverage if, in MIHS's opinion, operations by or on behalf of Contractor/CMAR/Design Professional create higher than normal hazards.

**END OF EXHIBIT A**

**EXHIBIT B: MAP OF MIHS CAMPUS & CARE REIMAGINED  
FOR REFERENCE ONLY**



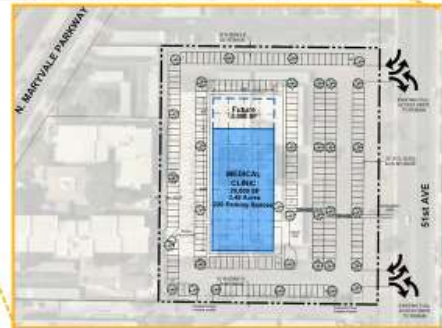
**END OF EXHIBIT B**



**EXHIBIT C: MAPS OF PROJECT SITES  
FOR REFERENCE ONLY**

Note that all existing building demolition will be completed by MIHS.

**Central Phoenix Ambulatory Clinic**  
4551 N 51<sup>st</sup> Ave, Phoenix AZ 85031



Maricopa Integrated Health System | CARE REIMAGINED  
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Source: Vann CM, updated 11.18.18

**West Maryvale Ambulatory Clinic**  
7808 W Thomas Rd, Phoenix AZ 85033



Approximately 76th Avenue looking at Site



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Source: Vann CM, upa 07.26.18

**Chandler Ambulatory Clinic**  
838 N Alma School Rd, Chandler AZ 85224

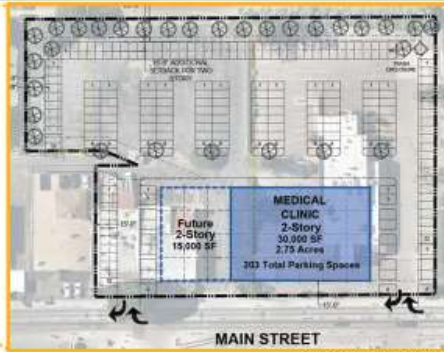


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Source: Vahr CM, 02.02.18

**Mesa Primary & Specialty Care Center**  
932 & 950 E Main St, Mesa AZ 85034



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Source: Vahr CM, upd 07.26.18

**END OF EXHIBIT C**









**END OF EXHIBIT D**