



**MARICOPA COUNTY SPECIAL HEALTHCARE DISTRICT  
dba**

**Valleywise Health  
Contracts Management Department  
2619 East Pierce Street  
Phoenix, Arizona 85008-6092  
Phone: 602-344-1403**

**REVIEW OF QUALIFICATIONS**

**ROQ No. 90-22-178-1**

**MARYVALE BEHAVIORAL HEALTH COURT II**

**CONSTRUCTION MANAGER AT RISK (CMAR)**

**Due Date & Time**

**ALL SOQ'S MUST BE RECEIVED VIA EMAIL NO LATER THAN  
MARCH 17, 2022 @ 11:00 AM, PHOENIX, AZ. TIME**



**MARYVALE BEHAVIORAL HEALTH COURT II**

**CONSTRUCTION MANAGER AT RISK**

**ROQ No. 90-22-178-1**

**ROQ ISSUANCE DATE:** February 24, 2022

**SUBMITTAL DUE DATE AND TIME:** March 17, 2022 at 11:00 A.M. Phoenix AZ time

**SUBMITTAL SHALL BE EMAILED TO;** Mary.Hammer@valleywisehealth.org

**QUESTIONS AND CORRESPONDENCE:** Mary.Hammer@valleywisehealth.org

All questions must to be submitted via email only  
No Later Than 12:00 PM, March 9, 2022. Answers  
to questions and other clarifications will be in the  
Addenda issued through the Valleywise Health  
Procurement Website.

**PRE-SUBMITTAL MEETING:** None

**ONE-STEP PROCESS:** This is a one-step competition. The successful  
Respondent will be selected at the end of the ROQ  
process.



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**SECTION I: LEGAL ADVERTISEMENT**  
**FOR VALLEYWISE HEALTH ROQ NO. 90-22-178-1**  
**CONSTRUCTION MANAGER AT RISK**  
**MARYVALE BEHAVIORAL HEALTH COURT II**

Maricopa County Special Healthcare District dba Valleywise Health is seeking a qualified Construction Manager/General Contractor to serve as the Construction Manager at Risk (“CMAR”) for Maryvale Behavioral Health Court II.

Total construction cost is estimated to be between \$ 1,600,000 and \$2,194,800.

No Pre-Offer conference will be held.

If your firm is interested in being considered for this project, you may obtain a copy of the Review of Qualifications (“ROQ”) packet at the Valleywise Health Contracts Management website: <https://valleywisehealth.org/about/procurement/open-solicitations/>

Any/all associated addenda for this ROQ will be available at the Valleywise Health Contracts Management website: <https://valleywisehealth.org/about/procurement/open-solicitations/>

The Respondent bears the sole responsibility to check the website for any/all addenda. Valleywise Health will not email or send out copies or notifications of any/all addenda(s).

This is a one-step competition.

The successful Respondent, if any, will be selected and recommended to the appropriate Valleywise Health Officer and the Valleywise Health 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 Valleywise Health signatory.

Statements of Qualifications (“SOQs”) shall only be received via email at the following email address until the date and time cited:

**Mary.Hammer@valleywisehealth.org**

SOQs received by the correct time and date shall be accepted, and only the name of the Respondents will be posted on the Valleywise Health Procurement Website at:

<https://valleywisehealth.org/about/procurement/open-solicitations/bid-and-award-tabulations/solicitations-in-evaluation/>

The list only reflects the name of the respondents who submitted their SOQ by the due date and time; it does not indicate if the SOQ is responsive. All other information contained in the SOQ shall remain confidential until Award is made.

All Submittals received after the date & time stated in the ROQ will not be considered. The Respondent assumes the risk of any/all delay(s) in transmitting their response.



Responses must contain an attachment size of 5MB or less to ensure receipt by Contracts Management. If a larger attachment is needed, multiple emails with a fragmented response may be sent, but this must be clearly indicated in the email subject line (i.e., Response 1 of 2, Response 2 of 2) It is strongly suggested that responses be sent with enough time to resolve any issues that may arise while submitting their SOQ. **Hard copies of the response or any portion of the response shall not be accepted due to COVID-19.**

This announcement does not commit Valleywise Health to award a contract and Valleywise Health shall not reimburse any Respondent for any costs incurred in the preparation of a response. Valleywise Health 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 ROQ. Valleywise Health reserves the right to waive any informality or irregularity in any SOQ's received and to be the sole judge of the merits of the respective SOQ's received.

Any contract awarded shall be based upon the response determined by Valleywise Health most advantageous to Valleywise Health.

No contract shall exist unless and until properly executed by Valleywise Health, including formal approval by the Valleywise Health Board when required. The Maricopa County Special Health Care District Procurement Code ("Procurement Code") governs this procurement and is incorporated into the ROQ by this reference. If there is any conflict between this advertisement and the terms of the ROQ or any applicable code or statute, the Procurement Code and/or statute shall prevail over this advertisement.

Valleywise Health will endeavor to ensure in every way possible that minority and women-owned business enterprises shall have every opportunity to participate in providing professional services, purchased goods, and contractual services to Valleywise Health without being discriminated against on the grounds of race, religion, sex, age or national origin.

**All questions for this project must be received no later than March 9, 2022 @ 12:00 PM Phoenix, AZ. time. Questions received after that time and date will be given no consideration.**

Answers to questions will be posted as an Amendment on the Valleywise Health Procurement website, it is the CMAR's responsibility to check the website for any/all Amendments issued.

**All SOQ's must be received via email no later than March 17, 2022 @ 11:00 AM, Phoenix, AZ time.**

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

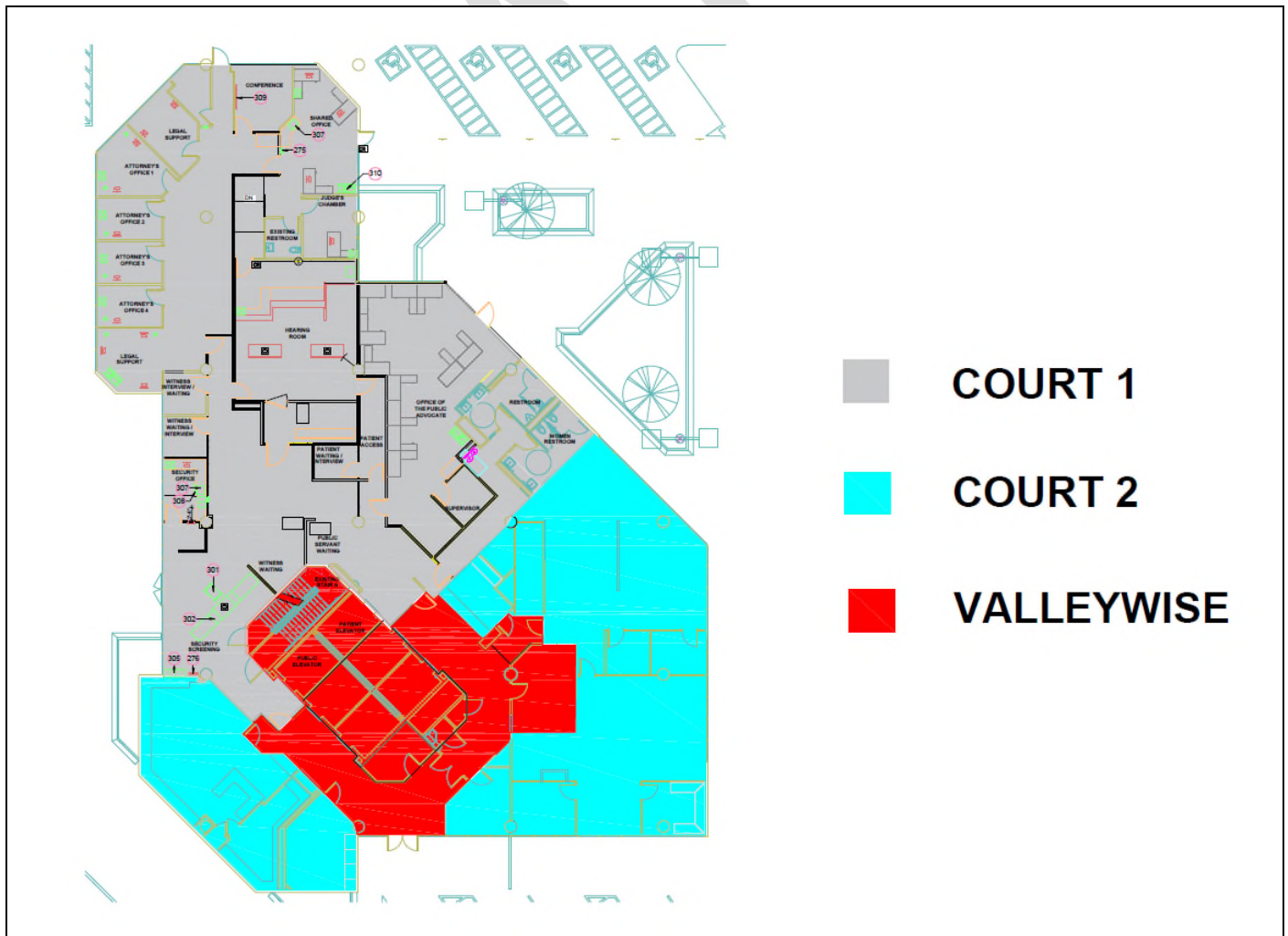
## SECTION II: PROJECT DESCRIPTION

### 1.1 Background

The Maryvale Behavioral Health Hospital at 5102 W. Campbell Ave., was opened in April 2019 with 48 inpatient behavioral health beds. In April 2020, an additional 192 inpatient behavioral health beds were added. To provide the best service for our patients, a Court was opened in Mar 2020 to support onsite hearings similar to Mesa and Phoenix facilities. The demand has since increased and created a need for a second Court at the same facility. The area under review is on 2<sup>nd</sup> floor, adjacent to the current court space. There is approximately 3177 SF of unconstructed space that is under evaluation for a second court space.

### 1.2 Construction Area

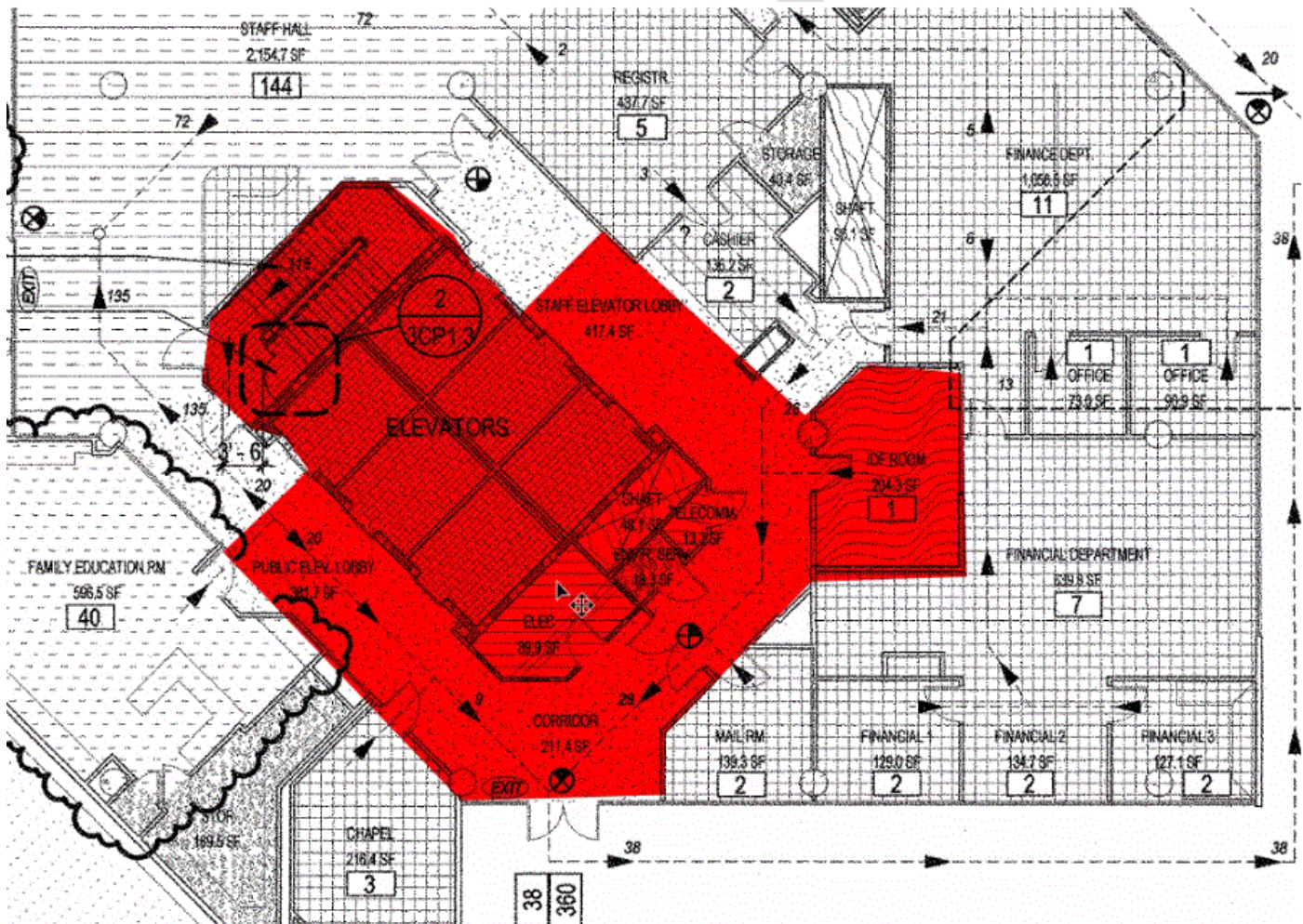
Below drawings highlights the scope of area for construction for Court II and usage for areas around it.





Valleywise Health will maintain ownership of below areas highlighted in red:

- Elevators
- Elevator Lobby
- IDF room
- Electrical room
- Ramp access leading to 2<sup>nd</sup> floor space
- Parking spaces



## 2. Court Space Requirements

### 2.1 Hearing room

The space will have following areas and try to match existing standards on Court 1:

- Minimum area required for each space to match existing court room as much as possible – confirmed in priority matrix section 3.1
- Match millwork standards and mirror existing court room for ballistics, camera, and general protection.
- Court security requires review of path to court room 2 from main entry and number of doors to go through.

- Per Shawn Friend, a non-prison like feel to court room would be preferred with a therapeutic feel.
- Card reader at all entry to hearing room
- Judge's bench
  - Ballistic proof millwork
  - Panic alarm – total of 5
    - Judge's chambers, clerk desk, and 3 inside court room
  - Rack for FTR equipment located near Judge bench
    - Contracted to provide space based on specification provided by FTE contractor
    - Rack tenant provided and installed
- Court clerk desk adjacent to Judge
  - Panic alarm
- Prosecution desk
- Defence attorney desk
- Witness box with glass view to Judge
  - Feedback from court that current witness box is an awkward space with criminal feel due to location. Architect to provide square footage available for this space and some options for review. Court Administration reviewed, not many options given the space and orientation per Shawn Friend. Preference is a traditional court setup, witness box will have an open setting, no glass needed or frame around it, ensure witness **cannot see documents** on commissioner's desk. Glass is not a requirement even in high security court rooms. Per David Fifer, Typically the court has "known dangerous" patients testify from Defense table and not the witness box. Security stands behind their chair during the hearing. No writing surface needed for David Fifer and Paul Knost.  
Set up approved by Shawn Friend, Sean Gibbs (discussion on Feb 1, 2022)
- Pillar within court room
  - Discussed position of the column within court room. The 3-D review showed best possible location. Design approved by Shawn Friend and Sean Gibbs (Feb 1, 2022).
- Gallery seating with swing door
  - Number of seating
  - Swing door requirements – no door is required – Confirmed by Sean Gibbs, Duane Perkins, Shawn Friend (Feb 1, 2022)
- Audio-video (FTR) requirements
  - Identify any technology changes
- Podium – this was discussed, confirmed as not required by MCAO. Confirmed by Shawn Friend (Feb 1, 2022)
- Windows
  - Not to seal all windows. Allow for windows above 6' height, small portion for daylight. Will need ballistic resistant film per court security due to location of this court room. Glare is not a concern per Shawn Friend. No ballistic film needed for window in witness waiting.



Recommended contractor – Metrotint. Approved by Shawn Friend, Sean Gibbs (Feb 1, 2022)

- Access and Entry
  - Main entry
  - Patient entry
  - Is a separate entry required for County attorneys? No
  - Is Gurney access needed? Yes, but door not required. The total dimension for gurneys used at Maryvale Hospital measures 38 inches wide with the safety rails raised in place and 35 inches wide with the safety rails lowered. The overall length is 88 inches from head to toe. Gurney access will be via Gallery.
  - Bollards or vehicle crash protection mechanism in SE area parking side to protect from vehicles crashing in. This is not guaranteed due to weight restrictions with 2<sup>nd</sup> floor; however, it will be evaluated by architect and court security at later time. Confirmed by Sean Gibbs (Feb 1, 2022)

## 2.2 Patient Waiting Room

- Requirement identified for a waiting room. Court teams to review if space not available during concept design discussions. Update 1/11/22 – refer to priority list in section 3.1. Added to concept plan.

## 2.3 Witness Interview Room

- If space available, provide a witness interview room. Otherwise, existing interview room in Court 1 will be used. Update 1/11/22 – refer to priority list in section 3.1. Added to concept plan. Window to witness room 02104 added per Duane Perkins and Seth Bouman (Feb 1, 2022). No roller shades. Non-ballistic Tint to match color with hearing room.

## 2.4 Court Chambers

The requirements for Court administration offices are provided below:

- Chamber size must match existing at a minimum. Can be larger but not too large.
- Ramp access to court room with direct access from parking or another doorway, not through public space.
- Retain windows in chamber with ballistic protection – ballistic film per Sean Gibbs (Feb 1, 2022)
- Reserved parking for Judge
- Separate access for Judge from dedicated parking space
- Judge's chamber
  - Panic button
  - Workstation
  - Phone
  - Printer
  - Ballistic protection for windows, retain some windows for lighting with ballistic protection

- Judge's restroom
- Court Admin Offices
  - Document to be provided on minimum requirement on space and desk for bailiff, clerk
  - Desk for Judicial assistant with panic alarm
  - Bailiff desk – workstation and phone
  - Clerk desk – workstation and phone
  - Secure mail drop-off, is existing one adequate and can it be distributed? Existing one is adequate
  - Is Conference space needed, not guaranteed - optional based on space
    - Shawn Friend confirmed mail room and conference room is not required in new space (Feb 1, 2022)
  - Preferred room layout, but not guaranteed due to limitations with existing space

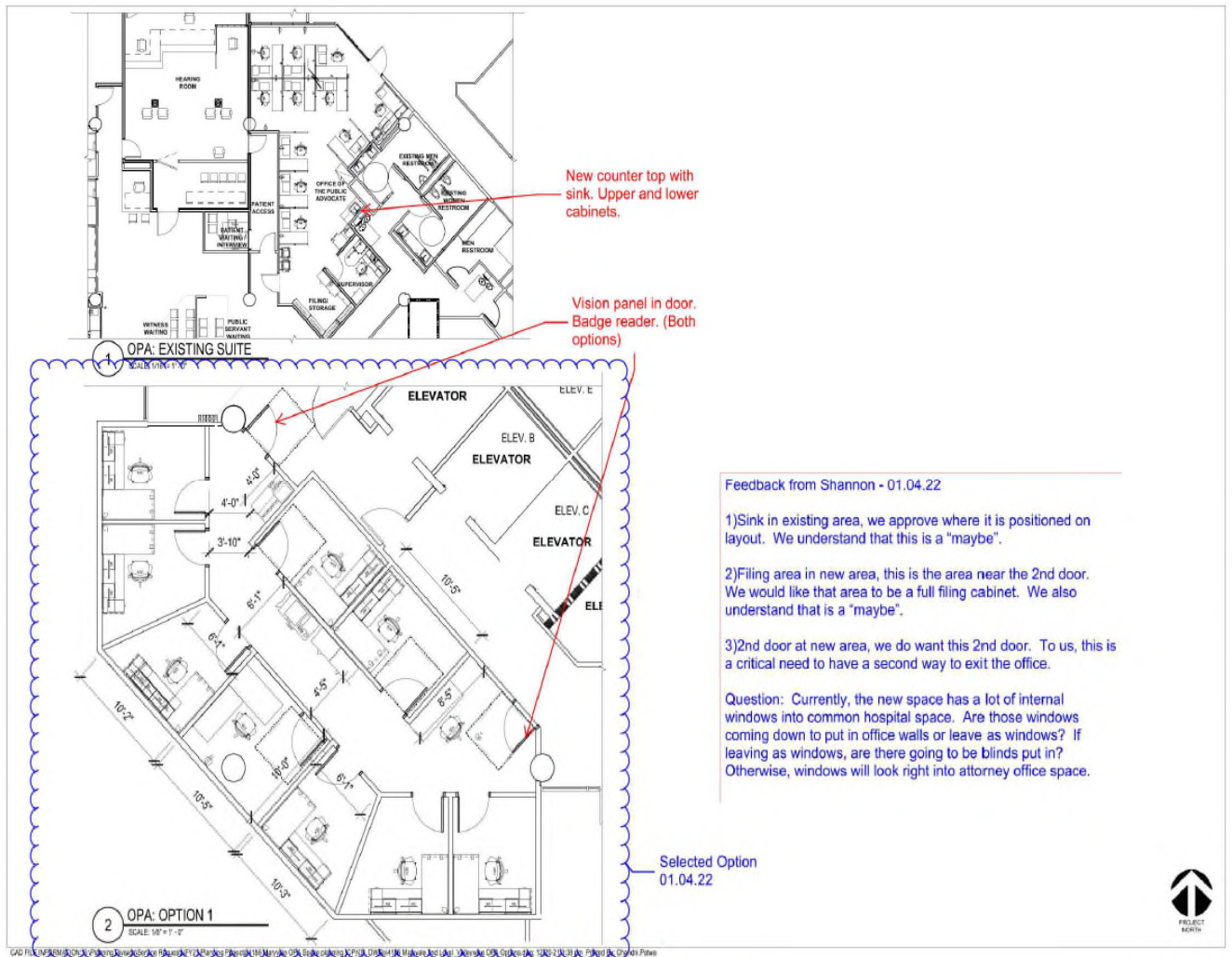
## 2.5 OPA Offices

The requirements for OPA offices are provided below:

- Per Shannon Burns, leave existing space as-is and make as many offices as possible and a storage space. No guest space needed. Attorneys to use new space. Support staff will use old space. Shannon confirmed one team in the spaces spread across two locations. Seth to meet with Shannon and confirm space requirements and changes. Also, consider printer, and other space needed. County architect met with OPA 12/10/2021.
- Access to OPA space will be through main Court entry with vision panel and one-way tint for main OPA entry door. Confirmed by Shannon Burns (Feb 1, 2022)
- Card reader to OPA space
  - One badge reader at main door to new OPA suite
  - No badge reader for exit door into Valleywise Health Space; this will be exit only with a vision panel (with tint option for privacy), door alarm and door will wing out. Confirmed by Shannon Burns (Feb 1, 2022).
- Configure existing space in Court I and add space in Court II to accommodate:
  - [10] to [12] Individual offices
    - Each office would have a minimum of 8' X 9' space and include:
      - Work desk and Chair
      - Guest chair to be determined based on furniture layout by FMD
  - [3] Cubicles
    - 6 X 6 workstations
  - Furniture will be reused from Court I OPA space
  - Storage space like in Court I – space for workstations and filing storage cabinets.
  - Space for Ricoh copier and cabinets in the corridor – plan for power and data
  - Use OPA space CAD drawing provided by County architect as baseline
- Add vision panel in new doors to new OPA suite
- T-stat for OPA suite. Temperature controls by Valleywise will allow  $\pm 5^\circ$  difference adjustments on T-stat.
- Appliance requirements to be provided

- Window coverings
  - OPA office windows may be walled off to make room, in which case this is not a concern. Evaluate leaving portion of window for lighting / transoms above doors. This applies for offices within OPA suite. Main entry to OPA suite would have side light.
- Copier, Printer, PC and Phone requirements to be provided
- Evaluate awning option for OPA space outside Court I
- TV monitors not required
- Small millwork area for under counter mini fridge and microwave.
- Countertop millwork requested with sink in existing suite behind drinking fountain space on plan (break room type – no garbage disposal needed).

Note: Changes to existing suite is not in scope, could be revisited if funds available. See additional notes below from County-OPA discussions



NOT FOR CONSTRUCTION

PROJECT NORTH

**A-1**

## 2.6 Restroom

Based on code, accommodation may be needed for public or staff restroom. If code allows, leave public restroom on 1<sup>st</sup> floor.

### 3. Infrastructure Requirements

- Construction Requirements
  - Sound insulation and walls to deck for perimeter walls for Court room, Judicial suite and OPA space
    - Not for individual offices within these areas
  - Complete enclosed space with restricted access
    - Secured with card readers
  - Work will require the following:
    - Demolition of existing lighting
    - Reconfiguration of HVAC air distribution
    - Addition of new flooring, partitions, ceiling, lighting, interior doors
      - Standard acoustic ceiling
    - Reworking of fire alarm devices and fire sprinkler heads in the remodeled areas.
  - All finishes will match existing finishes in adjacent suites and exam rooms.
  - Add 2" future full conduit for fire stop for future adds. Confirm with Eric Barcon (Feb 1, 2022)
  - Requirements for power, mounting, and backing
    - Power for appliances like microwave, refrigerator in break rooms
    - Areas where backing is needed to mount TVs or other Monitors
- Cabling requirements
  - Data cabling from data rooms
  - Carrier connectivity for County services
  - Include low voltage conduits (1") to stations in court room for future expansion
    - Locations to be determined on floor plan and count
  - JOC Contractor to provide as part of construction:
    - Back-boxes and conduit for the card readers
    - Correct door hardware for each card access door
    - Power for the Hirsch panels in the IDF room if additional capacity is needed
- CCTV Cameras
  - Provide specification
  - Locations to be identified on floor plan and count
  - Equipment connected to County rack in IDF
  - Per Sean Gibbs (Court Security), no changes to external camera. New cameras to be added at any new entry points. (Feb 1, 2022)
- Card Readers
  - Hirsch panel is the type of system
  - Provide specification
  - Locations to be identified on floor plan and count
  - Connected to County rack in IDF

- Panic Buttons
  - Provide specification
  - Panic buttons will be wired to a Hirsch panel
  - Locations to be identified on floor plan and count
  - Connected to county rack in IDF
  
- IT Requirements
  - Existing tenant rack in IDF on 2<sup>nd</sup> floor
  - Existing County Hirsch panel in IDF
  - Fibre standard is single mode fibre
  - Fibre distribution from MDF to all IDF is standard
  - Capacity analysis to be performed as part of design and planning
  - During walkthrough with IT, additional cabling requirements were identified for attorney desks in court room – extension cords pose a trip hazard in current court room
  - In addition, County IT has used extension cords below the judge’s desk in the court room. County to confirm if this is due to lack of quads or a surge protection. Any additional power or data requirements to be identified and confirmed by County IT. Cable management will be part of the furniture installation. IT requirement session to be scheduled to finalize requirements for card reader, cameras, panic buttons and Audio/Video requirements.
  
- Video conferencing requirements
  - No new requirements, maintain same as Court I
  
- Permit Requirements
  - Building Safety - Maricopa County PND
  - Fire Life Safety – Jensen Hughes, State Fire Marshall
  - Preliminary meeting with County to discuss permit timeframes
  
- Signage Requirements
  - Code required signage will be provided by Contractor
  - Architect will provide room numbers
  - Signage to be installed within area by County FMD
  
- Architecture Requirements
  - Requirements for infrastructure items must be provided on plan layout to architect prior to Construction documentation phase
  - Requirements for door operations and hardware must be provided on plan layout to architect prior to Construction documentation phase in conjunction with Valleywise Health security team
  - Schedule meetings for –



- Door hardware
- Card readers, Cameras, Panic buttons
  
- Communication Requirements
  - Any communication for architect or building contractor will be routed through Project manager or a communication copied to project manager
  - Weekly project meetings will be held for continued discussions, tracking progress and plan activities for upcoming weeks.

### 3.1 Other Considerations

- Existing chapel will need to be relocated as part of the project
  - Separate discussion on chapel need and saving of artifacts
- Move of BH legal (TBD)
  - Separate walkthrough for new location
- Window coverings
  - Blinds are not in scope (as of Jan 11, 2022)
- Exit doors may need replacement – outdated and damaged
- Window replacement to be evaluated during walkthrough
- County teams have prioritized the scope based on need as documented in priority matrix below. The architect would follow this matrix to design the space.

#### MIHS - Maryvale OPA and Courts - Space Priority List 12.21.2021

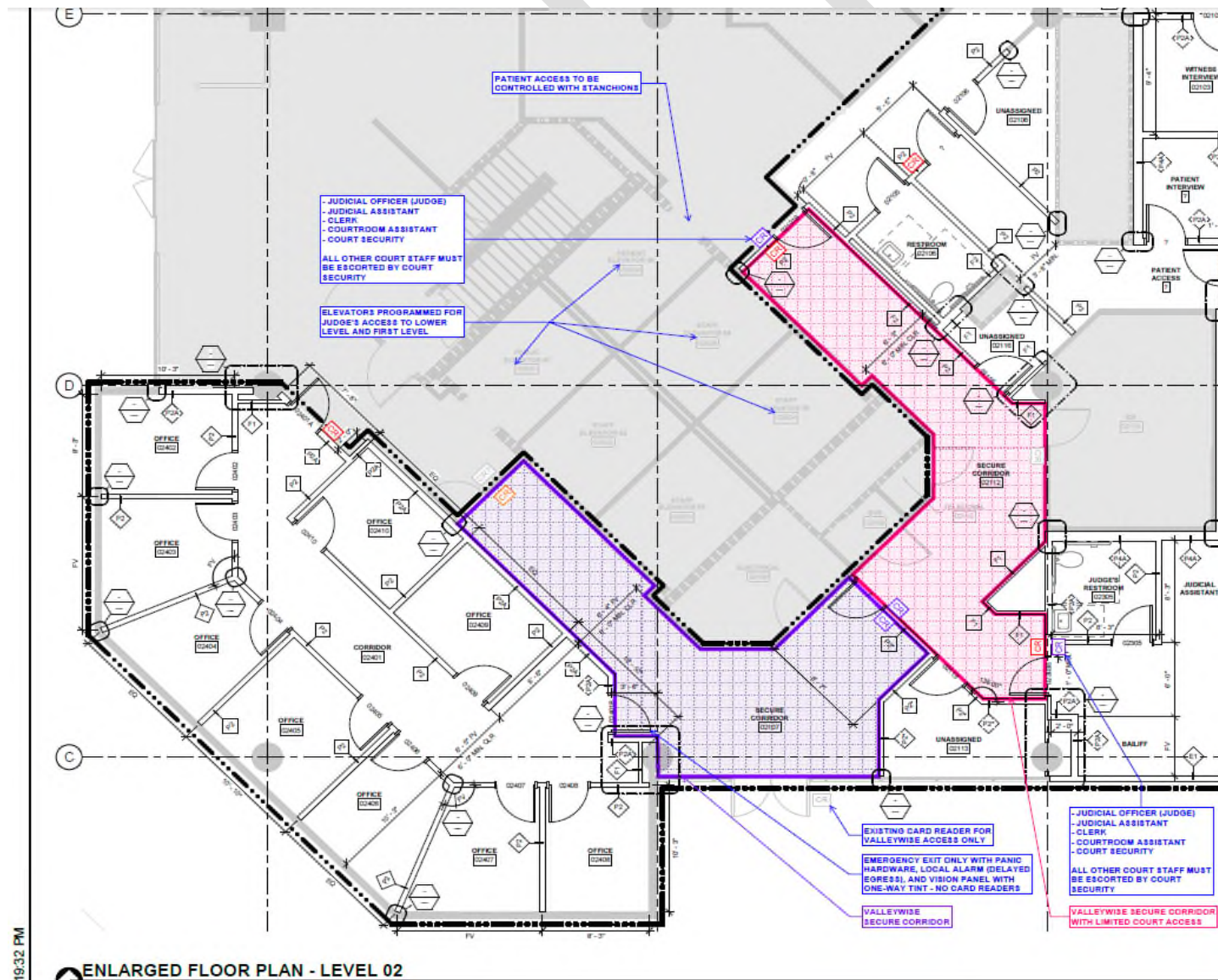
Space/Item	Requirement	User	Priority (1,2, or 3)	Response	Legend
Hearing room	Existing size or larger	Courts	1	1	1. Required
Gurney Access	Wider corridor	Courts	2		2. Important
High windows	ballistic film	Courts	3		3. Nice to have
Judges Chamber	130 SF	Courts	1	1	
High windows (placed higher than 6 feet)	ballistic film	Courts	2		
Dedicated parking		Courts	1		
Separate entrance (to suite)		Courts	1		
Judges Restroom	55 SF	Courts	1		
JA workstation	40 SF	Courts	1		
Baliff WS	40 SF	Courts	1		
Clerk WS	40 SF	Courts	1		
Interview room 1	70 SF	Shared	2	1	
Interview room 2	70 SF	Shared	3	1 or 2	
Patient waiting room	56 SF	Common	1		
Support staff workstation	36 SF	OPA	3		
Sink and Counter (Existing or New Suite)	2'x4'	OPA	3		
Additional office (9th office)	7'x10'	OPA	3		
Second door from suite		OPA	3	1	
Additional file storage area	14 SF	OPA	3	2	
Millwork counter and cabinets for Microwave and Undercounter fridge.(New Suite)	2'x4'	OPA	3		

### 3.2 New Considerations added Jan 21, 2022

Comments after review by County Architect and judicial officers –

- It appears there is no exit other than outside or through the courtroom for the judicial officer and staff to get to the rest of the floor (to check mail, talk to the other staff, etc.). That effectively traps staff in the suite if the judicial officer is on the bench and they need to go elsewhere within the facility. Per architect feedback in our meetings, the layout there is no way for judicial staff to access mail without going through exterior. This was mentioned by the architect when we discussed mail room access.

Leaders of Valleywise Health Security (Michael Gallante) and Court Security (Sean Gibbs) met onsite and identified Jan 26<sup>th</sup> and reviewed and agreed on the below operational flow. The below map documents the operational workflow agreed by both Security teams.



Below individuals will have access to secure corridor (area in pink identified on the map).

1. Judicial Officer
2. Judicial Assistant (JA)
3. Clerk
4. Courtroom Assistant (CA)
5. Court Security

- It appears there is no emergency exit available to witnesses, patients, attorneys without either going through chambers or going all the way to the main doorway. Exit for judge added to secure corridor.
- I see the STC rating of 55 on this document, but it not reflected in the scope of work that I could find. Can we make sure it is included in both – particularly between the hearing room and all surrounding areas?  
STC walls highlighted below for approval.



#### 4. Out of Scope

- Any construction outside the premise of current building exterior wall



- Any type of exterior improvements
- Stairwell opening between 2<sup>nd</sup> floor and 1<sup>st</sup> floor is a separate project – work completed
  - Egress will still be part of consideration and a requirement for refuge on 2<sup>nd</sup> floor will remain as-is today
  - Architect has requested evaluation of this project to ensure exit requirements for 1<sup>st</sup> floor are met and ensure code requirements for 2<sup>nd</sup> floor.
- Licensing for operations

#### 5. Valleywise Health Space Requirements

- Add card readers for access to elevator corridors
- Add cameras in the elevator lobby
- Add cameras in main Court lobby leading to Court II
- Keep existing card reader to IDF

#### 6. Timeline

##### 6.1 Schedule

Below is the tentative schedule as of Feb 24, 2022.

ID	Task Name	Duration	Start	Finish	% Complete
1	Maryvale Court II	239 days	Fri 10/1/21	Wed 8/31/22	0%
2	Define Scope	78 days	Wed 10/6/21	Fri 1/21/22	75%
3	Finalize Scope	6 days	Fri 1/21/22	Fri 1/28/22	75%
4	Preliminary walkthroughs	15 days	Mon 11/1/21	Fri 11/19/21	0%
5	Create Concept plan	65 days	Mon 11/8/21	Fri 2/4/22	0%
6	Survey for Asbestos	10 days	Mon 11/29/21	Fri 12/10/21	0%
7	Create Demo package	35 days	Mon 12/6/21	Fri 1/21/22	0%
8	Perform preliminary Demolition	22 days	Fri 1/28/22	Mon 2/28/22	0%
9	Demo Schedule	12 days	Fri 1/28/22	Sat 2/12/22	100%
10	Demo Preparation	16 days	Thu 1/27/22	Thu 2/17/22	65%
37	Sign off concept design	1 day	Fri 2/18/22	Fri 2/18/22	0%
38	Deliver detailed design package	21 days	Fri 1/21/22	Fri 2/18/22	0%
39	Plan county infrastructure requirements	14 days	Tue 2/8/22	Fri 2/25/22	0%
40	Plan valleywise infrastructure requirements	14 days	Tue 2/8/22	Fri 2/25/22	0%
41	Deliver construction drawings	26 days	Fri 2/18/22	Fri 3/25/22	0%
42	Obtain permit for construction	26 days	Fri 3/25/22	Fri 4/29/22	0%
43	Select CMAR	36 days	Mon 2/7/22	Mon 3/28/22	0%
44	Publish advertisement	12 days	Wed 2/16/22	Thu 3/3/22	0%
45	Q&A time for CMAR	12 days	Thu 2/24/22	Fri 3/11/22	0%
46	Submit offers to committee	1 day	Thu 3/17/22	Thu 3/17/22	0%
47	Review offers and select CMAR	8 days	Thu 3/17/22	Mon 3/28/22	0%
48	Submit paperwork for board approval	5 days	Mon 3/28/22	Fri 4/1/22	0%
49	Track and complete C360 approvals for project	11 days	Mon 4/4/22	Mon 4/18/22	0%

ID	Task Name	Duration	Start	Finish	% Complete
50	Approve project and budget for Valleywise	11 days	Wed 4/13/22	Wed 4/27/22	0%
51	Approve project and budget for County	11 days	Wed 4/13/22	Wed 4/27/22	0%
52	Obtain POs for Contractors	5 days	Mon 5/2/22	Fri 5/6/22	0%
53	Construction	83 days	Mon 5/9/22	Wed 8/31/22	0%
54	Move-in activities	15 days	Mon 9/12/22	Fri 9/30/22	0%





Design Professional: DWL Architects

Estimated Construction Cost: \$1.5M to \$2.2M

Contract Completion Date: August 2022

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

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

- 1.01 **Definitions:** Terms used in this ROQ 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 ROQ have the meanings indicated below:
- A. “CMAR” shall mean the Construction Manager at Risk which enters into a Contract with Valleywise Health to construct the Project pursuant to this ROQ.
  - B. “EMR” shall mean the published Experience Modification Rate is the ratio of actual losses to expected losses over a rolling three-year period average for the Respondent.
  - C. “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 ROQ.
  - D. “IPMO” shall mean the Valleywise Health Integrated Program Management Office.
  - E. Valleywise Health shall mean the Maricopa County Special Healthcare District dba Valleywise Health.
  - F. “Procurement Code” shall mean the Maricopa County Special Health Care District Procurement Code which governs this procurement and is incorporated in this ROQ by this reference.
  - G. “Project” shall mean the Project set forth in Section II Project Description set forth above.
  - H. “Respondent” shall have the same meaning as “Firm”.
  - I. “Response” or “Submittal” shall mean the SOQ.
  - J. “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.
  - K. “SOQ” shall mean a response submitted in response to this ROQ.
- 1.02 Valleywise Health operates under the latest revision of the MAG Specifications as amended by Valleywise Health Valleywise Health’s current effective amendment to the MAG Specifications may be downloaded
- 1.03 Valleywise Health also operates under the MAG Standard Details, as amended by Valleywise Health. Valleywise Health’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 Valleywise Health’s Web site referenced above.

- 1.04 Valleywise Health has additional guidelines, procedures and requirements applicable to work performed at or on any Valleywise Health sites and/or to the contractors, personnel, employees, subcontractors and others working on or at Valleywise Health sites and facilities, including, without limitation: Contractor’s Guide, Valleywise Health 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 Arizona Contractor’s License: All contractors engaged in construction for Valleywise Health shall be licensed by the Registrar of Contractors in the State of Arizona for the types of work (construction) included in the Project that is the subject of this ROQ. Each Respondent must hold a current license of the appropriate category issued by the Arizona Registrar of Contractors at the time the Respondent submits its Response and throughout the contracting period. Contractor’s license must be in good standing with the Registrar of Contractors.
- 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 Valleywise Health’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 Valleywise Health’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: Valleywise Health 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 Valleywise Health 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 Valleywise Health, the Insurance coverages and certifications and fully comply with the insurance requirements set forth in the General Conditions and in **Attachment 11** to this ROQ.
- 2.06 Experience Modification Rate (“EMR”): All contractors working on projects for Valleywise Health 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 II may, at the sole option of Valleywise Health, 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 Valleywise Health Standard Contract: Valleywise Health has developed standard forms of CMAR Contract and General Conditions. If selected, as the Construction Manager at Risk 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, Valleywise Health' 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 Valleywise Health 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 ROQ, any addenda to this ROQ issued by Valleywise Health, the SOQ of the successful Respondent, and such other terms as Valleywise Health 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 Valleywise Health, if any, are not applicable to this ROQ 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 an SOQ to:
- A. Examine and carefully study the ROQ, and any data and reference items identified in the Bidding Documents;
  - B. Visit the Site if access available, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
  - C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
  - D. Carefully study exist all available: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, especially with respect to technical data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions,

if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to technical data in such reports and drawings;

- E. Consider the information known to Respondent itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the ROQ; and the Site-related reports and drawings identified in the ROQ, with respect to the effect of such information, observations, and documents on: (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
  - F. Become aware of the general nature of the work to be performed by Respondent and others at the Site that relates to the Work as indicated in the ROQ;
  - G. Promptly give the Valleywise Health written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent discovers in the ROQ and confirm that the written resolution thereof by Valleywise Health is acceptable to Respondent by the due date and time posted within the ROQ; and
  - H. Determine that the ROQ are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- 4.02 Respondent's Representations: By signing and submitting its SOQ, Respondent represents, certifies and agrees that:
- A. Respondent has complied with every requirement of this Instruction and the ROQ;
  - 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 barred;
  - F. The Respondent is current in all obligations due to Valleywise Health, if any;
  - G. Based on the information and observations referred to in the preceding Instruction 4.01, that at the time of submitting its SOQ no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its SOQ and that Respondent has the financial, bonding, technical and resource capacity and capability to



fully and timely perform the scope of Work in accordance with the other terms and conditions of the ROQ 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 SOQ**

5.01 Response Format: All Responses shall include:

- A. A one-page cover letter;

5.02 Simple and Clear: Responses should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The SOQ must display clearly and accurately the capability, knowledge, experience and capacity of the Firm to meet the requirements all of this ROQ and respond to the evaluation criteria in Section V of this ROQ.

5.03 Response Length: Responses must not exceed 12 pages in length exclusive of the cover letter and additional documents referenced in the next paragraph. No oral, telegraphic, electronic, facsimile, or telephonic responses or modifications will be considered.

5.04 Additional Submittals: **The following must be completed and submitted within the Respondent's SOQ but are not included in the 12-page limit:**

- A. One (1) page (maximum) per each key individual resumes;
- B. A statement regarding the Respondent's bonding capacity issued by the Director of the State of Arizona Department of Insurance.
- C. A statement regarding the Respondent's insurability from a company or companies lawfully authorized to transact insurance business in the State of Arizona and rated at least A in the company's current A.M. Best Company rating.
- D. Evidence of Respondent's last three years of Experience Modification Rate (EMR).
- E. A letter from Respondent's insurer stating the Workers' Compensation Experience Modification Rate for the past three (3) years.
- F. Respondent's **Days Away** from work, job **Restrictions**, and/or job **Transfers** (the "**DART**" rate);
- G. Authorization to Submit Response and Required Certifications (**Attachment 1**)
- H. References (**Attachment 2**);
- I. Addendum Acknowledgement (if no Addendum issued insert "None") (**Attachment 3**);
- J. Legal Worker Certification (**Attachment 4**);

- K. Non-Collusion Affidavit (**Attachment 5**);
  - L. Organizational Information (**Attachment 6**)
  - M. Exceptions to ROQ Requirements and/or Contract Provisions (**Attachment 7**)
  - N. Valleywise Health Commercial Credit Card Program form (**Attachment 8**): and
  - O. Vendor Registration Form/Taxpayer I.D. Number (**Attachment 9**).
- 5.05 Other Forms: All other forms provided are for reference only and do not need to be included in the Response.
- 5.06 Contract Exceptions: The Respondent shall clearly identify any/all exceptions to the ROQ 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 ROQ and/or Valleywise Health's standard CMAR 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 CMAR Contract and General Provisions at: <http://www.mihs.org/about-mihs/procurement/open-procurements>. Exceptions to Valleywise Health's standard Contract terms, General Conditions, and/or the terms of this ROQ may, in Valleywise Health's sole discretion, be basis for the Response to be rejected as non-responsive.
- 5.07 Public Record/Confidential Information:
- A. All Responses submitted in response to this ROQ, whether or not accepted by Valleywise Health, shall become a matter of public record available for review, subsequent to the award notification, in accordance with Valleywise Health' Procurement Policy.
  - B. If a person believes that a response, offer, specification, or protest contains information that should be withheld, a statement advising Valleywise Health of this fact shall accompany the submission and the information shall be identified.
  - C. The information identified by the person as confidential shall not be disclosed until Valleywise Health makes a written determination whether the information must be disclosed under Arizona law. If Valleywise Health determines that the information must be disclosed, Valleywise Health 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, Valleywise Health will disclose the information and will not be responsible for any claims or losses arising from or related to such disclosure.
- 5.08 Signature: The Response shall be submitted with a 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.

- 5.09 Time: Periods of time, stated as number of days, shall be calendar days.
- 5.10 Modifications: No Response shall be altered, amended, or withdrawn after the specified due date and time.
- 5.11 No Reimbursement: Valleywise Health 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 ROQ 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.
- 6.01 Notice of Errors: Should a Respondent find any ambiguity, conflict, inconsistency, omission or other error in the ROQ 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 ROQ, via email only, and ask that the ROQ be clarified or modified by the posted due date and time for all questions and clarifications. If prior to the date fixed for submission of Responses, a Respondent knows of or should have known of an error in the ROQ, but fails to notify Valleywise Health 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.
- 6.02 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 ROQ. Questions improperly submitted and/or received by Valleywise Health after the deadline will not be answered.
- 6.01 Answers: Answers to the written questions or requests for clarification or modification of the ROQ submitted by Respondents as well as any other changes to the ROQ, will be provided by the date and time set forth on page 2 of this ROQ in the form of Addenda via the Valleywise Health Procurement website: <https://valleywisehealth.org/about/procurement/open-solicitations/>
- 6.02 Correspondence: Any correspondence related to the ROQ should refer to the appropriate ROQ ID, page and paragraph number.
- 6.03 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 Valleywise Health separately from a Response will not be accepted.

**INSTRUCTION 7: PRE-OFFER CONFERENCE**

**A PRE-OFFER CONFERENCE WILL NOT BE HELD**

**INSTRUCTION 8: SOQ SUBMITTAL, DUE DATE AND TIME**

- 8.01 Submittal: All offers shall be emailed to [Mary.Hammer@valleywisehealth.org](mailto:Mary.Hammer@valleywisehealth.org).
- 8.02 Due Date and Time: All SOQ's must be received via email by the Due Date and Time listed on page 2 of this RFP.
- 8.03 Timely Transmission: It is the responsibility of the Respondent to ensure on-time transmission of the Response of this ROQ. Late Responses shall not be considered under any circumstances.
- 8.04 Late Responses: Any SOQ or other Response received after the Response Due Date and Time will be rejected as non-responsive.

**INSTRUCTION 9: WITHDRAWAL OF RESPONSE**

At any time prior to the specified Response Due Date and Time, a Respondent may withdraw the Response by submitting a request via e-mail to the contact person whose name appears on page 2 of this ROQ. Any request to withdraw a Response must be made by a duly authorized representative of the Respondent. .

**INSTRUCTION 10: RESPONSE OPENING**

The name of each Respondent shall be recorded and posted on the Valleywise Health Procurement Website <https://valleywisehealth.org/about/procurement/open-solicitations/bid-and-award-tabulations/solicitations-in-evaluation/> . The posted list of each Respondent is not an indicator that an offer was responsive and/or responsible. All other information received in response of this ROQ shall be shown only to Valleywise Health personnel or personnel who have a legitimate interest in the evaluation process. After award of the contract, the successful Response and the evaluation documentation shall be open for public inspection.

**VALLEYWISE HEALTH RESERVED RIGHTS**

Notwithstanding any other provision of this ROQ, Valleywise Health expressly reserves the right to:

- a. Extend the date by which Responses are due;
- b. Withhold the award or cancel this ROQ for any reason Valleywise Health 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 ROQ;
- 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 Valleywise Health. 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 Valleywise Health under the terms of the ROQ, the Procurement Code, at law, or in equity.

**INSTRUCTION 11: ADDITIONAL PROHIBITIONS AND RESTRICTIONS**

- 11.01 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.
- 11.02 Lobbying/Influence/Gratuities: As prescribed in HS-902 of the Valleywise Health Procurement Code, any attempt to influence an employee or agent to breach the Valleywise Health 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 Valleywise Health, including but not limited to Valleywise Health's Board of Directors, officers, employees, and/or consultants hired to assist in the solicitation, is prohibited.
  - B. This prohibition is imposed from the time of the first public notice of the solicitation until Valleywise Health 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 Valleywise Health Board.



- C. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation, or to Valleywise Health-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.
- 11.03 Excluded Information: Respondents shall not submit to, or communicate in any way with Valleywise Health regarding, information on fees, price (hourly rates), man-hours or any other cost information. Arizona law prohibits Valleywise Health from considering any information on fees, price (hourly rates), man-hours or any other cost information during the request of qualifications competition when selection is based on qualifications only. Accordingly, any Response that contains any information of this type will be deemed non-responsive, will not be considered and the Response will be returned to the Respondent. This exclusion of information applies to the Response, to any interview and to all other aspects of the ROQ competition.
- 11.04 Restriction on Communications: Respondents and members of their teams shall not communicate concerning this ROQ with the Design Professional for this project, Valleywise Health's Project Manager, any Valleywise Health Consultant or Program Manager, Selection Committee members, or employees of Valleywise Health, except as stipulated in Inquiries and Addenda above. A Respondent's failure to abide by this requirement may result in rejection of a Response.
- 11.05 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. Valleywise Health 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.
- 11.06 All Remedies Available: With regard to any violation of any of the provisions of this Instruction 11, Valleywise Health expressly reserves the right to pursue any and all remedies available to it under the Valleywise Health 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 Valleywise Health'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, Valleywise Health may, by written notice to the Respondent, cancel the resultant contract. In the event Valleywise Health cancels the resultant contract pursuant to this provision, Valleywise Health 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 Valleywise Health as a result of the violation.

#### **INSTRUCTION 12: ACCEPTANCE PERIOD**

- 12.01 In order to allow for an adequate evaluation, Valleywise Health requires all SOQs 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.
- 12.02 No contract or agreement, expressed or implied, shall exist between Valleywise Health and any Respondent, or be binding on Valleywise Health, before formal approval by the Valleywise Health Board and the execution of the resulting written contract by both parties.
- 12.03 If agreement on the terms of a resultant Contract cannot be reached after a period deemed reasonable by Valleywise Health in its sole discretion, Valleywise Health may negotiate and enter a Contract with any other Respondent who submitted a timely and responsive Response to this ROQ, as provided by law.

#### **INSTRUCTION 13: EVALUATION**

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

#### **INSTRUCTION 14: PROTESTS**

Valleywise Health 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 Valleywise Health has fallen short of these goals, it may submit a written protest pursuant to the Valleywise Health Procurement Code, Article 7, Section HS-705. Protests should be directed to the Director of Procurement and Contracts.

### **SECTION IV – SCOPE OF WORK**

1. **Intent:** It is Valleywise Health’s intent to enter into a preconstruction services and construction services contract with a qualified construction manager/general contractor to complete a design constructability review and construction of the Project described in Section II above.
2. **Goal:** Valleywise Health has set the goal for the Project as completion of a quality Project meeting Valleywise Health’s needs, within budget, within the time schedule at a reasonable and appropriate cost to and with a reasonable and appropriate fee the CMAR and each subcontractor.
3. **Team Approach:** Valleywise Health intends to follow a team approach, consisting of the Valleywise Health Team as the Owners Representative, the CMAR, the design professional, the CMAR’s subcontractors and the design professional’s consultants that will 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 over-all

objective and not on protecting their own individual interests to obtain Valleywise Health’s Goal. Valleywise Health considers a team approach to be a critical qualification for the CMAR. The team approach may include a formal “partnering” arrangement at the option of the Valleywise Health.

#### 4. **Project Requirements:**

- 4.1 Compliance with Contract Documents: CMAR shall fully and comply with the Contract, General Conditions and all Contract Documents.
- 4.2 Pre-Construction Services: CMAR will provide all of the Pre-Construction Services required under the Contract, including, without limitation, the following services:
  - 4.2.1 Complete project site reviews at all facilities with the design team.
  - 4.2.2 Assume full budgetary responsibility in establishing the Guaranteed Maximum Price for the Project.
  - 4.2.3 Provide an independent cost estimate for all of the work within this project.
  - 4.2.4 Provide a constructability review of the project construction documents.
  - 4.2.5 Develop the project construction schedule.
  - 4.2.6 Conduct long-lead-time procurement studies and possible initiation of procurement of long-lead-time items
  - 4.2.7 Assist Valleywise Health and Design Professional with provisions for any phasing of the project.
  - 4.2.8 Identification of project conflict, sequencing, scheduling and/or coordination issues, between systems, designs, trades, space, material availability, Valleywise Health stakeholders and other items.
  - 4.2.9 Key personnel will attend all design phase meetings.
- 4.3 Management of Construction –CMAR will be responsible for the management of construction for the Project and as provided in the Contract. The services required for the construction program may be but are not limited to the following:
  - 4.3.1 Enter “At Risk” contracts with all subcontractors, material suppliers and equipment suppliers necessary for the construction of said facility.
  - 4.3.2 Schedule and conduct construction meetings.
  - 4.3.3 Provide continuous on-site management services throughout the construction phase. The management shall include, but is not limited to:
    - 1. Weekly job site meetings and minutes.
    - 2. Coordination with various Valleywise Health departments and other necessary agencies (e.g. utility companies, etc.)
    - 3. Maintain daily on-site project logs and schedule reports.
    - 4. Ensure project compliance with all applicable federal, state, county and local permitting requirements.
    - 5. Monitor subcontractor work performance for workmanship quality and deficiencies.

6. Ensure that all applicable bond & insurance requirements are fulfilled.
  7. Conduct bid process, award, and management of all construction related contracts and subcontracts in accordance with Valleywise Health bid requirements
  8. Oversee construction management staff and subcontractor safety programs.
  9. Maintain master sets of construction documents on-site to include all ASI and supplemental sketches and provide copies to all subcontractors concerned.
  10. Maintain cost controls for the project.
  11. Implement and maintain quality control measures for the project.
  12. Coordinate as much of the procurement of materials and equipment through the Valleywise Health GPO as Valleywise Health may determine to be reasonable.
  13. Manage the submittal and materials delivery process.
  14. Provide and maintain continuous construction site traffic controls and signage.
  15. Ensure that a code of conduct, typical for municipal construction projects, is strictly enforced with all CMAR staff and subcontractors for the project.
- 4.3.4 Develop, update and maintain a detailed construction schedule that includes a Substantial Completion date and submittal schedules.
- 4.3.5 Process payment requests for approval.
- 4.3.6 Coordinate special consultants and testing lab services contracted by owner as required.
- 4.3.7 Administer post-construction closeout and warranty collection, start-up and transition to operation.
- 4.4 Work with Design Professional and Valleywise Health: In full compliance with the Contract, CMAR will be required to work with the Design Professional and Valleywise Health's design team on the Project as required under the Contract, including without limitation, for the following:
- 4.4.1 Provide Value Engineering when necessary.
  - 4.4.2 Submit pay request for approval, issue Request for Information when necessary and assist the Owner and Design Professional as required for the timely completion of the Project.
  - 4.4.3 Coordinate all materials supply and installation schedules with Valleywise Health personnel, and utility entities if and as necessary.
  - 4.4.4 Complete and turn in as-built drawings.
  - 4.4.5 Coordinate their activities with Valleywise Health staff and any third party contracts or contractors that Valleywise Health may provide for this project.
  - 4.4.6 Work effectively with Valleywise Health Personnel and Project Design Professional to develop plans, schedules, costs and other relevant items.

## **SECTION V – EVALUATION**

1. An appropriately qualified Selection Committee shall evaluate the Responses and performance data that are submitted in response to the ROQ for the proposed contract.

2. In order of preference, based on criteria established by the Selection Committee and included in the ROQ, a short list of Respondents deemed to be the most qualified to provide the construction services by the Selection Committee will be established. The number of Respondents on the short list shall be the number of Respondents specified in the selection process.
3. Valleywise Health shall enter into negotiations for a contract with the highest qualified Respondent for the construction services. The negotiations shall include consideration of compensation and other contract terms that Valleywise Health determines to be fair and reasonable. In making this decision, Valleywise Health shall take into account the estimated value, the scope, the complexity and the nature of the construction services to be rendered. If Valleywise Health is unable to negotiate a satisfactory agreement with the highest-ranked Respondent, at a price and with terms which Valleywise Health determines to be fair and reasonable, negotiations with that Respondent will be formally terminated. Valleywise Health may then undertake negotiations with the next highest-ranked Respondent in sequence until an agreement is reached, or determine to reject all Submittals and re-solicit for ROQ, or use another selection process that Valleywise Health deems prudent.
4. Respondents that are unable to accommodate Valleywise Health regarding acceptable fees and/or costs will not be allowed an opportunity to resubmit fees and/or costs once they have been released from negotiations.

## **5. Evaluation Process**

### **5.1. Selection Committee**

A Selection Committee will evaluate the Responses submitted in response to this ROQ. The evaluation will be to determine the qualifications of each Respondent to perform the Construction Manager at Risk services under this ROQ based on the selection criteria listed herein.

In making its determination, the Selection Committee will evaluate the Response, client references, interviews (for Respondents on the short-list 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.

During the selection process, Valleywise Health will evaluate each Response to determine which Respondent (if any) is best qualified to perform the required Construction Manager at Risk Construction services and can provide the experience specified in this ROQ.

### **5.2. Short List**

After receipt of the Responses, the Selection Committee will use the selection criteria listed below to perform an initial review of all Responses and will select a shortlist of no more than five (5) Respondents to participate in the interview process for the development of the Final List.

Shortlisted Respondents Evaluation (If necessary)

The Evaluation Committee will evaluate finalist Respondents by inviting the finalist Respondents to attend team oral presentations/interviews and evaluating the finalist Respondents based on the criteria described below. Valleywise Health 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 Response. Only the individuals proposed for the project team are allowed. Individuals other than the project team will not be allowed in the interviews; absolutely no exceptions.

- Finalist Respondents Team Interview (Maximum 500 Points)

Valleywise Health may provide interview questions in advance to Respondents. Valleywise Health' Selection Committee will evaluate interviews based on the team's responses to questions, ability to effectively communicate, and the Committee's assessment of the team's ability to work successfully with each other and Valleywise Health staff. Valleywise Health may also ask Respondents to submit written responses to some questions in advance of the interviews.

- Strategic Fit (Maximum 500 Points)

Valleywise Health will evaluate proposed solutions based on overall best fit with the Valleywise Health goals and objectives. The Committee will consider solution simplicity, overall alignment with the requirements set forth in the ROQ, as well as compliance with contract terms and conditions and any and all additional findings from Valleywise Health' due diligence process.

**5.3. Project Site Visit:** The shortlist Respondents may be invited to participate in a pre-interview project site visit with Valleywise Health Project Manager and other representatives. A maximum of two representatives from each Respondent may participate in the site visit. All participants must display proper company identification badge when visiting Valleywise Health site.

**5.4. Roundtable Discussion/Interview**

During this solicitation process, if the Selection Committee wants to learn more about the Respondents, and more specifically their ability to provide Construction Manager at Risk design phase services and construction phase services of exceptional quality to an institutional client. The Selection Committee may be tasked with interviewing 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 roundtable discussion will last thirty (30) minutes for questions and discussion from the Committee. This time limit will be strictly enforced. No more than six (6) representatives of the Respondent's team may be present (this includes presentation operators if needed). The prospective Project Manager and Superintendent (key personnel) must be present.

The format of the presentation is at the discretion of the Respondent. The committee may ask questions that clarify or follow up on the responses of the team, or the committee may ask



questions about the specific Response submitted by the team being interviewed for clarification. A letter invitation will be sent via email to each interviewed Respondent with the specific evaluation and scoring criteria along with the Time, Date and Location of the interview; Respondents who are invited to attend the interview will not be given access to the conference room prior to the interview.

The order in which the Respondents appear before the Selection Committee will be determined by lottery.

Valleywise Health will enter into negotiations with the Respondent who ranks highest. If negotiations are successful, Valleywise Health will request approval from the Board of Directors to execute Valleywise Health's standard CMAR contract for the Project including Preconstruction and Construction Services. If negotiations are not successful, Valleywise Health may then negotiate with the second or third most qualified Respondent. Unsuccessful negotiations with a Respondent will disqualify a Respondent from further consideration. No work on this project shall begin prior to a fully executed contract.

- 5.5. Ranking:** After the interviews the Selection Committee will select the three (3) Respondents deemed to be the most qualified to provide the Construction Manager at Risk services stated herein and will rank the three (3) selected Respondents in order of preference.
- 5.6. Notice of Intent to Award:** The next step will be for Valleywise Health to issue a Notice of Intent to Award, and if applicable notices of the intent not to award at all or to some Respondents. Valleywise Health reserves the right to cancel this ROQ, 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 Valleywise Health.
- 5.7. Regulations:** Should negotiations result in a contract, the agreement will be subject to all the provisions of Valleywise Health Procurement Code and will include all the terms, clauses, and conditions required by the Valleywise Health Procurement Code.
- 5.8. Delivery of Insurance Policies or Certificates and Execution of Contract Documents:** Within five (5) days of receipt of notice of intent to award, the successful Respondent shall deliver to Valleywise Health the required insurance policies or certificates in a form satisfactory to Valleywise Health. Policies or Certificates must reference Valleywise Health Project Number and Valleywise Health 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 Valleywise Health receives satisfactory insurance policies or certificates Valleywise Health 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 Maricopa County Special Health Care District d/b/a Valleywise Health all copies of the contract documents within five (5) 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.

- 5.9. Vendor Registration:** All vendors/contractors are required to register in Valleywise Health’ Vendor Portal, create a company profile, and supply company-level data for authentication and credentialing by Valleywise Health’ third party partner, Vendormate. Vendor registration allows Valleywise Health 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 Valleywise Health’ Vendor Portal at <https://mihs.vendormate.com> and is responsible for the annual registration fee payable to Vendormate. Fees may vary based on your companies risk profile. Failure to register and maintain a current registration will prevent issuance of payment for any product or service rendered. Representatives of CMAR that require onsite access to Valleywise Health’ facilities may be required to fulfill additional requirements and pay additional fees for more extensive authentication and credentialing.
- 5.10. Changes in Respondent Organization:** In order for a Respondent to remain qualified for award under this ROQ after it has been shortlisted, unless otherwise approved in writing by Valleywise Health, the Respondent’s organization as identified in its Response must remain intact for the duration of the procurement process. 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 Valleywise Health a written request for approval of the change. Any such request shall be addressed to Valleywise Health’s designated point-of-contact for this ROQ. 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 Valleywise Health to demonstrate that the changed Team Member meets the ROQ criteria. Valleywise Health 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.
- 5.11 General Procurement Office (“GPO”):** CMAR shall work with the Valleywise Health GPO if Valleywise Health determines it is in the best interest of Valleywise Health to do so.

## **6. Evaluation Criteria**

### **6.1 Mandatory Compliance**

**This is a compliance section and carries no evaluation points. Respondents must meet minimum criteria as specified to receive further consideration.**

- A. The Arizona Corporation Commission shall properly have certified the CMAR for corporation and limited liability companies.
- B. The CMAR must be properly registered, licensed and certified at the time of submission. Provide a copy of the current Arizona General Contractor’s license and current report from Arizona Registrar of Contractors.
- C. The CMAR must have been in continuous business for a minimum of five years.

- D. The CMAR must provide a statement indicating the Respondent will warranty all work for a minimum of one (1) years from final completion.

## **6.2 Financial Stability:**

Respondents must demonstrate the availability of resources and financial capability required to complete the project. This section carries no evaluation points.

- A. Copies of audited financial statements are not required with the Submittal. Prior to the final selection, Valleywise Health reserves the right to require the CMAR to provide a copy of the Respondent's financial statements for the previous two fiscal years.
- B. The financial capability shall also include the bonding capacity of the Respondent. (The Respondent will be required to bond on the guaranteed maximum price of the project). CMAR shall provide a statement describing the company's bonding capacity.
- C. Valleywise Health 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.

## **6.3 The Evaluation Criteria for Responses:**

### **A. Respondent's Capabilities (200)**

1. Provide a general description of the Respondent and/or team that is proposing to provide construction management services and general construction services. Explain the legal organization of the proposed Respondent or team. Provide an organization chart showing key personnel. Explain what personnel and financial resources will be used to undertake the work.
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. Explain the Respondent's internal methods that will ensure schedule maintenance and work quality.
  - b. Identify any contract or subcontract held by the Respondent or officers of the Respondent, which has been terminated within the last five years. Identify any claims arising from a contract resulting in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.
  - c. Explain how project specific requirements will be met and provide a schedule for all CMAR activities to meet project completion requirements.



- d. Provide a statement to the Respondent's bonding capacity from a surety company or companies holding a Certificate of Authority to transact business in Arizona, issued by the Director of the State of Arizona Department of Insurance. Respondents will also be required to provide Contract Performance and Payment bonds, for 100% of the contract amount if a Respondent is successful in receiving an award.
- e. 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 CMAR will be required to furnish a certificate(s) of insurance meeting Valleywise Health's insurance requirements.
- f. All contractors working on projects for Valleywise Health shall have an average annual Total Case Incident Rate ("TCIR") and Days Away, Restricted, or Transferred ("DART") Rate at or below the contractor's national industry standard rate for the preceding twelve (12) month period.
- g. Provide the Respondent's last three years of EMR. All contractors working on projects for Valleywise Health 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.

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 (<http://www.the-osh-a-advisor.com/OSHAGOALS.html>))

**B. Experience on Similar Projects (200)**

- 1. Identify at least three comparable projects in which the Respondent served as either CMAR, agency Construction Manager during design and construction phases (without providing construction services), and/or General Contractor. Special consideration will be given to Respondents that have provided CMAR services on similar successful projects requested in this ROQ.
- 2. For each comparable project identified, provide:
  - a. Description of project
  - b. Role of the Respondent (specify whether Construction Manager at Risk, Construction Manager or General Contractor). If CMAR or General Contractor, identify the percent of work self-performed. Also specify services

provided during design phase, i.e. cost estimating, scheduling, value engineering, etc.)

- c. Project's original contracted construction cost and time and final construction cost and time
  - d. Respondent's partnering efforts and successes
  - e. Project Owner's name, address, and phone number
  - f. Reference information (three names with telephone numbers and email addresses per project)
3. List all projects where the Respondent/team provided CMAR, or agency construction management in the last five years. These include either completed or ongoing projects.
  4. Have the individuals in the proposed project team for this project successfully worked together previously in completing the projects described in references? If so, please state the members of the project team and the project(s).
  5. Explain the role of all anticipated professional disciplines that you will require during the pre-construction phase that is applicable to this project.

C. Staff Qualifications/Resumes (100)

1. For the proposed Project Manager and Superintendent (key personnel) list the individuals to be assigned to the project and identify their positions on the project team. Include a resume describing applicable qualifications and experience. List examples of their experience on similar projects, identifying project size, schedule and complexity, as well as their specific role. Describe Construction Manager at Risk project delivery method experience or comparable experience.
2. Identify the home office location of key staff on this project, their length of time with the Respondent, and the percent of their work expected to be done locally. Identify how key staff members previously completed similar projects.
3. List any proposed consultants, including key staff names and the experience and qualifications of these individuals. Explain how these key staff personnel for this proposed contract have sufficient experience.
4. Provide a brief overview of the pre-construction services the Respondent offers.

D. Project Understanding and Project Approach (200)

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. Describe your team's approach to constructing this project. Provide information on how your Project team would apply their combined experience, management approach, team organization and qualifications to the pre-construction and construction phases. Describe systems used for planning, scheduling, estimating and managing construction. Briefly describe the team's experience on quality control, dispute resolution, and safety management. Explain your team's understands of the major tasks necessary to complete the project.
3. This project has an extremely expedited timeline; describe what practices, procedures and resources you propose for this Project to save time and/or dollars in completing this Project, and how you have demonstrated this in the past.
4. Describe your teams approach to ensuring the safety of the patients, staff, and public during construction. Has the proposed team provided similar construction services in a similar type of environment before? If yes, please state where.
5. Describe your teams approach to ensuring the work area will be maintained in a clean and safe manner.
6. Briefly outline your subcontractor selection plan for this project and describe how it meets the requirements of the project ensuring competition and Valleywise Health involvement in the subcontractor selection process.
  - Describe qualifiers used in selecting subcontractor(s).
  - Describe subcontractor bidding format to be used.
  - Describe your process to replace a non-performing subcontractor.
7. What makes the Respondent stand out above its peers and why should Respondent be chosen as the most qualified CMAR for this project?

E. Scheduling and Cost Control (200)

The Respondent's scheduling system and costs control system shall be described. Methods for assuring subcontractor's and material supplier's adherence to schedule shall be highlighted. Describe the Respondent's ability to hold to original schedules and budgets.

The following questions shall be addressed:

- i. Do you use or provide computer-generated schedules for the management of construction?
- ii. Do you include the processing of shop drawings and other Submittals in your schedule?
- iii. How do you coordinate development of schedule information from subcontractors and material suppliers?
- iv. Attach a sample schedule that includes a Substantial Completion date which best illustrates your overall scheduling capabilities.





- v. List the last five (5) construction management projects you have completed. Provide original and final contract dollars and schedule.

F. References/ Past Performance Form (100)

Include the name, contact person, address and telephone number of three (3) 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.

**SECTION VI: AWARD**

This is a one-step competition. The successful Respondent, if any, will be selected and recommended by the Selection Committee to the appropriate Valleywise Health Officer and/or the Valleywise Health Board of Directors for Award. Any Contract resulting from this ROQ will be awarded consistent with the appropriate Valleywise Health authority under the current Valleywise Health 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 CMAR and the properly authorized Valleywise Health signatory.



**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 Valleywise Health 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 Valleywise Health 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 in response to this ROQ.

- All amendments to this ROQ issued by Valleywise Health have been received by the person/organization below. All amendments are signed and returned with the Response.
- No amendments have been received.

The price (if any) and 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	EMAIL	ROC LICENSE NUMBER
-----------------------	-------	--------------------

AUTHORIZED SIGNATURE	DATE
----------------------	------

PRINTED NAME AND TITLE

**MINORITY BUSINESS/WOMEN BUSINESS/SMALL BUSINESS/DISADVANTAGED BUSINESS**

(Check appropriate item):

- |   |  |
|---|--|
| <input type="checkbox"/> Minority Business Enterprise (MBE) | <input type="checkbox"/> Small Business Enterprise (SBE)         |
| <input type="checkbox"/> Women Business Enterprise (WBE)    | <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) |



**ATTACHMENT 2 – REFERENCE FORM**

Valleywise Health requires a minimum of THREE (3) references and or a maximum of five (5) (most recently) completed projects, which are similar in magnitude, complexity, and dollar value.

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 Valleywise Health  
Contracts Management Department  
2619 East Pierce Street  
Phoenix, Arizona 85008-6092

As required by Arizona Revised Statutes §41-4401, Valleywise Health 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 Valleywise Health. Valleywise Health 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 is \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Business)

Bidding on 90-22-178-ROQ for the construction of Valleywise Health 3<sup>rd</sup> Floor Behavioral Health/Medical Unit in the County of Maricopa, State of Arizona.

That, in connection with the above-mentioned project, neither he, 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 and 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. Detail corporate experience within the last five years relevant to the proposed ROQ, including specific details regarding the Respondent's experience.
8. 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.
9. Does the organization have any uncorrected audit exceptions? \_\_\_\_\_  
If yes, please explain.
10. Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your program? \_\_\_\_\_  
If yes, please explain.

11. 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:
  
12. 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.

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

Respondents must use this section to state any exceptions to the ROQ 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 this statement with your Response.

I have read Valleywise Health’ 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 8: Valleywise Health COMMERCIAL CREDIT CARD PROGRAM**

Valleywise Health' preferred method of payment is the Commercial Credit Card Program with Commerce Bank. Payments via credit card with Commerce Bank would result in quicker turnaround time for payments, once an approved CMAR invoice is received. If the successful Respondent indicates that they will accept such payment, further information will be available at time of award. Please indicate below whether or not you would be willing to accept credit card payments.

Yes  No

Comments: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_



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

**Document follows.**

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Form **W-9**  
(Rev. November 2005)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
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	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

#### Part I Taxpayer Identification Number (TIN)

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 *How to get a TIN* 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.

Social security number
OR
Employer identification number

#### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

#### Purpose of Form

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.

**U.S. person.** 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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.

**Note.** 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
  - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
  - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** 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.
- 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:
- The U.S. owner of a disregarded entity and not the entity,



**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 Valleywise Health, 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.***

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**Maricopa County Special Health Care District, dba, Valleywise Health (“Valleywise Health”)  
Contractor Employment Record Verification Form and Employee Verification Worksheet**  
Complete and return within 30 days of receipt or as specified in cover letter to:

**Valleywise Health  
Contracts Management  
2619 E. Pierce St.  
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 Valleywise Health 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; and
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:





## ATTACHMENT 11: INSURANCE REQUIREMENTS

*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 Valleywise Health, to submit the forms in this Attachment 11 as a condition of the Contract.*

***NOTE: IT IS NOT NECESSARY TO INCLUDE THE DOCUMENTS IN ATTACHMENT 11 WITH YOUR RESPONSE.***

General Liability and Property Insurance: CMAR shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect CMAR and Valleywise Health from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract.

CMAR shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.

CMAR shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

- i. Projects less than \$1,000,000: CMAR shall have total limits of insurance to include primary and excess coverage in an amount not less than \$2,000,000. For example, coverage may include \$1,000,000 primary and \$1,000,000 excess, \$2,000,000 primary, or other equivalent combinations.
- ii. Projects greater than \$1,000,000: CMAR shall provide total limits of insurance to include primary and excess coverage in an amount of not less than \$5,000,000. For example, coverage may include \$1,000,000 primary and \$4,000,000 excess, \$2,000,000 primary and \$3,000,000 excess, or other equivalent combinations.
- iii. Automobile Liability: CMAR shall secure, and maintain at his or her own expense, until the completion of the Contract, coverage for any auto, including non-owned and hired autos, with a combined single limit of \$1,000,000 per occurrence. Valleywise Health shall be named as an Additional Insured.
- iv. Worker's Compensation Insurance: Before beginning work, CMAR shall furnish to Valleywise Health satisfactory proof that he or she has, for the period covered under the Contract, full Worker's Compensation coverage for all persons whom CMAR may employ directly, or through subcontractors, in carrying out the work contemplated under the contract, and shall hold Valleywise Health free and harmless for all personal injuries of all persons whom CMAR may employ directly or through subcontractors.
- v. Additional Insured: CMAR shall name Valleywise Health as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance.





- vi. Cancellation Notice of Material Change of Coverage: CMAR's required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to Valleywise Health.
- vii. Certificate(s) of Insurance: Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by Valleywise Health. CMAR is responsible for obtaining Certificates of Insurance establishing that CMAR and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing.
- viii. Rating of Insurance Company(ies): Any and all insurance company(ies) supplying coverage to CMAR must have no less than an "A" rating in accordance with the A.M. Best rating guide.
- ix. Waiver: Valleywise Health reserves the right to waive or reduce insurance requirements should it be in the best interest of Valleywise Health.
- x. Additional Insurance Requirements: CMAR is primarily responsible for the risk management of its Work under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Valleywise Health reserves the right to amend the requirements herein at any time during the Contract subject to at least 30 days written notice. CMAR shall require any and all subcontractors to maintain insurance as required herein naming Valleywise Health and CMAR as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. CMAR's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by CMAR shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, CMAR waives all rights of subrogation or similar rights against Valleywise Health, its board members, officers, officials, agents, and employees. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, Valleywise Health, its agents, board members, officers, directors, officials and employees as Additional Insureds. Valleywise Health reserves the right to require complete copies of all insurance policies required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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