



**MARICOPA COUNTY SPECIAL HEALTHCARE DISTRICT
Db
VALLEYWISE HEALTH
Contracts Management Department**

**2023/24 ANNUAL REQUEST FOR QUALIFICATIONS (“ARFQ”)
FOR
FACILITY- RELATED PROFESSIONAL SERVICES
ON AN AS NEEDED/IF NEEDED BASIS**

ARFQ No. 90-23-230-ARFQ

**SOQ’S WILL ONLY BE ACCEPTED VIA EMAIL AND MUST BE RECEIVED ON
OR BEFORE MAY 9, 2023, NO LATER THAN 11:00AM PHOENIX, AZ. TIME**



**2023/24 ANNUAL REQUEST FOR QUALIFICATIONS
FOR FACILITY-RELATED PROFESSIONAL SERVICES
ARFQ No. 90-23-230-ARFQ**

ARFQ ISSUANCE DATE: April 6, 2023

SUBMITTAL DUE DATE AND TIME: May 9, 2023, no later than 11:00 A.M. Phoenix, AZ Time

SUBMITTAL LOCATION: All SOQ's must be emailed to: Mary.Hammer@valleywisehealth.org.

QUESTIONS AND CORRESPONDENCE: All questions must be emailed to: Mary.Hammer@valleywisehealth.org

All questions and/or clarifications must be submitted using Attachment 17 via email only No Later Than **April 18, 2023, by 12:00 PM**, Answers to questions/clarifications will be in the form of an Addendum issued through the Valleywise Health Procurement Website approximately 3 – 5 business days after the deadline for questions. Questions received after **April 18, 2023 @ 12:00PM** may not be given consideration.

PRE-SUBMITTAL MEETING: No Pre-Submittal Meeting will be held.

PROCESS: To provide Valleywise Health with a consultant database (by interest and qualification) that may be used to develop shortlists/Awards with no further advertisement related to the Design Services.

A list firms submitting an SOQ will be available online within Seven (7) business days after the SOQ due date and time.

The list may be found using the following web-link:

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

This is only a list of firms who submitted an SOQ, the list is not an indication of accepted SOQ's. it is not a list of firms whose SOQ was accepted.

A list of firms who's SOQ was accepted can be located at the following web-link: <https://valleywisehealth.org/about/procurement/open-solicitations/bid-and-award-tabulations/awarded-solicitations/>. Please allow up to 60 days from the due date and time for this information to be provided.



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SECTION I: LEGAL ADVERTISEMENT

FOR VALLEYWISE HEALTH ARFQ NO. 90-23-230-ARFQ FOR FACILITY-RELATED PROFESSIONAL SERVICES ON AN AS NEEDED/IF NEEDED BASIS

LEGAL ADVERTISEMENT

Maricopa County Special Healthcare District dba Valleywise Health hereby invites interested and qualified Consultants for facility-related professional services, including, but not limited to, Design Professional ("DP") Architectural, Pre-Construction, Cost Estimating, Commissioning, Facility Project Programming, and Engineering Services.

ALL INTERESTED FIRMS (INCLUDING FIRMS THAT ALREADY HAVE A 2023/24 ANNUAL RFQ ON FILE MUST SUBMIT NEW QUALIFICATIONS PACKAGES TO BE CONSIDERED FOR SELECTION TO PROVIDE THESE SERVICES AS OF JULY 1, 2023. Qualification packages will be valid through June 30, 2024.

Purpose:

1. To provide prospective Consultant(s) with the opportunity to indicate interest in being considered for work at Valleywise Health by establishing areas of interest, expertise, and experience
2. To provide Valleywise Health with an updated and current consultant database (by interest and qualification) that will be used to develop shortlists with no further advertisement related to design consulting services. Individual project fees will not exceed **\$250,000** for Professional Services by an architect / architect firm or for Professional Services by a person or firm other than an architect / architect firm. Individual project fees will not exceed **\$500,000** for services from assayers, engineers, geologists, home inspectors, landscape architects and land surveyors

Additional Information:

Consulting services with fees near or over the above limits are generally procured by a separately advertised Request for Qualifications (RFQ) pertaining to the particular project. It is Valleywise Health's intent to have the option to have this ARFQ apply for projects for amounts up to the maximum permitted under Valleywise Health Procurement Code.

This ARFQ is a means to establish qualifications only, there is no guarantee of work. To be eligible for consideration, applicants **must be** registered professionals in the State of Arizona. The Consultant is responsible for the accuracy of information submitted but incurs no further obligation to enter into an agreement as a result of the submittal.

Valleywise Health reserves the right to reject any or all submittals for any reason it may determine and to waive or decline to waive any irregularities therein.

Note: Be advised that agreements are subject to revision without notice.

Submittal of Qualifications Packages:

Follow the instructions within the ARFQ on how to submit. No material beyond that requested under the ARFQ should be submitted.

Statements of Qualifications must be **received** via email no later than **May 9, 2023, at 11:00AM** Phoenix, AZ. Time

If your firm is interested in providing Design Services under this ARFQ, you may obtain a ARFQ packet at:

<https://valleywisehealth.org/about/procurement/open-solicitations/>

Any/all associated addenda for this ARFQ will be available at the Valleywise Health Contract Management website:

<https://valleywisehealth.org/about/procurement/open-solicitations/>

The Respondent bears 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).

A pre-submittal conference will not be held.

This announcement does not commit Valleywise Health to award any contract(s) 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 this ARFQ. 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 SOQs received. Any contract awarded shall be based upon the response determined by Valleywise Health most advantageous to the 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 ARFQ by this reference (<https://valleywisehealth.org/about/procurement/>). If there is any conflict between this advertisement and the terms of the ARFQ or any applicable code or statute, the ARFQ, code and/or statute shall prevail over this advertisement.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO
CAREFULLY READ THE ENTIRE ARFQ**



SECTION II: PROCUREMENT SCHEDULE

Procurement Schedule for this ARFQ (all dates are approximate) and may be changed by Addendum:

- | | |
|---------------------------------------|--|
| A. ARFQ issued | April 6, 2023 |
| B. Pre-Submittal Meeting | No Pre-Submittal Meeting |
| C. Questions due to Valleywise Health | Date and time set forth on Page 2 of this ARFQ |
| C. SOQ due | Date and time set forth on Page 2 of this ARFQ |

SECTION III: INSTRUCTIONS TO RESPONDENTS

INSTRUCTION 1 DEFINED AND CONTROLLING TERMS

- 1.01 **Definitions:** Terms used in this ARFQ 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 ARFQ have the meanings indicated below:
- A. “Consultants” shall mean the Sub consultants retained by the Design Professional for the performance of any of the Design Services to be provided by the Design Professional under the Contract Documents.
 - B. “Design Professional” shall mean the qualified, licensed person, firm or corporation who furnishes Design Services under the Contract Documents.
 - C. “Design Services” shall mean any and all services to be provided under the Contract Documents and may include, but not be limited to: site master planning, development of Construction Documents; review of Contractor Submittal(s); review of and response to Requests for Information, approval and certification of progress payment applications; construction administration, Substantial Completion, and Final Acceptance and Completion, if so designated, and any and all other services required for the full, professional and timely performance by the Design Professional and its Consultants.
 - D. “Firm” shall mean each or any of the individuals, firms, partnerships, joint ventures, corporations or other legal entities submitting their qualifications in response to this ARFQ.
 - E. “General Conditions” mean the General Conditions adopted by Valleywise Health and which apply to all Valleywise Health construction projects.
 - F. “IPMO” shall mean the Valleywise Health Integrated Program Management Office.
 - G. “Valleywise Health” shall mean the Maricopa County Special Healthcare District dba Valleywise Health.
 - H. “Procurement Code” shall mean the Maricopa County Special Health Care District Procurement Code which governs this procurement and is incorporated in this ARFQ by this reference.



- I. "Project" shall mean the Project specified in the Project Order.
 - J. "Project Order" shall mean the written instrument issued after execution of the Contract signed by Valleywise Health and Design Professional, stating their agreement upon the terms under which Design Professional shall provide Design Services for a specific Project or group of Projects as set forth in the Project Order.
 - K. "Respondent" shall have the same meaning as "Firm".
 - L. "Response" or "Submittal" shall mean the SOQ.
 - M. "Site" shall mean the physical location where the Project is located and any ancillary or adjacent areas to be utilized in relation to the Project.
 - N. "SOQ" shall mean a response submitted in response to this ARFQ.
- 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 at: <http://www.azmag.gov/Programs/Public-Works/Specifications-and-Details>
- 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 the 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 Design Professional License/Certification/Registration: All individual architects, engineers, Consultants and other design professionals engaged in providing Design Services for Valleywise Health shall be licensed shall be licensed or certified by and/or registered with the State of Arizona as required pursuant to A.R.S. § 32-121, *et seq.*, for the types of work (construction) included in design services to be rendered by them related to the Project that is the subject of this ARFQ.
- 2.02 Arizona Office: Respondents will be required to have and maintain an office in the State of Arizona. If one does not already exist, the Respondents shall establish an office in Arizona within 30 days after the date of Valleywise Health's letter of intent to award contract for a specific project. 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' compliance with A.R.S. § 41-4401, every Respondent must comply with A.R.S. § 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 11** hereto.

- 2.04 No Israel Boycott: Valleywise Health is prohibited by A.R.S. § 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 **Attachment 16** to this ARFQ.
- 2.06 Failure to Meet Minimum Requirements: Any violation or failure to meet the requirements of this Instruction 2 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 any resultant Contract 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 Design Professional Contracts, other construction contracts and General Conditions. If selected, as the Design Professional for a Project, 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, Respondent also acknowledges its understanding and agreement that Valleywise Health may make changes in the standard form of contract documents and 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 Respondent will be given the opportunity to review the changes.
- 3.02 Contract Documents: The Contract Documents may include, without limitation, this ARFQ, any addenda to this ARFQ issued by Valleywise Health, the SOQ of the selected Respondent, The Project Order for the Project for which the Respondent is selected, 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 ARFQ 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 ARFQ, and any data and reference items identified in the ARFQ Documents.
- B. Become familiar with and satisfy itself as to all Laws and Regulations that may affect progress, and performance of the Design Services.
- C. Carefully study all available Valleywise Health specific requirements related to performing the Design Services.
- D. Promptly give the Valleywise Health written notice (by the due date and time for inquiries) of any/all conflicts, errors, ambiguities, or discrepancies that Respondent discovers in the ARFQ; and
- E. Determine that the ARFQ is generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Design Services.

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 ARFQ.
- 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, may 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.



INSTRUCTION 5: PREPARATION OF SOQ

5.01 **SOQ Contents:** All SOQs shall include all of the information, documents, Attachments and other items set forth in this Instruction 5, fully completed.

A. **Required SOQ Contents in addition to Attachments:** The SOQ shall include:

1. Letter of Introduction on company letterhead (cover sheet), which includes the name, address, title, telephone number and email address of the primary consultant contact, for the main contact.

B. **Required Attachments:** The following Attachments **must** be included in the SOQ and **are not included in the page count**:

1. Authorization to Submit Response and Required Certifications (**Attachment 1**).
2. Addendum Acknowledgement (if no Addendum issued insert "None") (**Attachment 2**).
3. Questionnaire (**Attachment 3**).
4. Key Personnel Information (**Attachment 4**).
5. Firm and Key Personnel Licenses/Registration (**Attachment 5**).
6. References (**Attachment 6**).
7. Exceptions to ARFQ Requirements and/or Contract Provisions (**Attachment 7**).
8. Proprietary and/or Confidential Information (**Attachment 8**).
9. Valleywise Health Commercial Credit Card Program (**Attachment 9**).
10. Vendor Registration Form/Taxpayer I.D. Number (**Attachment 10**).
11. Legal Worker Certification (**Attachment 11**).
12. Non-Collusion Affidavit (**Attachment 12**).
13. Conflict of Interest Certification (**Attachment 13**).
14. Design Professional Data Sheet (separate attachment) (**Attachment 14**).
15. Comparable Projects (**Attachment 15**).

- C. **Other Forms/Attachments:** Attachments 16 through 18 are for reference only and *should not be included* in the SOQ.
- D. **Insurance Certificates:** Insurance certificates *DO NOT need to be submitted* with the SOQ. Insurance certificates will be submitted, if at all, in relation to the award of a Contract for a specific Project under Section VI below.
- 5.02 **Evaluation Criteria:** The SOQ must establish Respondent's ability to comply with the Initial and Continued Mandatory Compliance requirements set forth under Instruction 13 below.
- 5.03 **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, expertise and capacity of the Firm to meet all of the requirements of this ARFQ.
- 5.04 **SOQ Format and Length:** *All Responses must be in ink or typewritten and must not exceed fifteen (15) pages in length* (exclusive of resumes, attachments and letters of recommendation). No oral, telegraphic, electronic, facsimile, or telephonic responses or modifications will be accepted or considered, no exceptions shall be made.
- 5.05 **Design Professional Data Sheet:** **Attachment 14** is where the disciplines/scopes of services which Respondent is qualified to and intends to provide Design Services to Valleywise Health are designated.
- 5.06 **Contract Exceptions:** The Respondent shall clearly identify any/all exceptions to the ARFQ Contract terms on **Attachment 7**. This is the only means for a Respondent to identify any/all exceptions to this ARFQ and/or Valleywise Health' standard Design Professional Contract terms, including the General Conditions. Exceptions raised at a later time, or in any other location in the SOQ, will not be considered in any negotiations. Respondents may review the Design Professional Contract and General Conditions at: https://valleywisehealth.org/wp-content/uploads/2019/08/8.23.19_Design-Professional-Master-Contract_Blank-10.05.18.pdf. Exceptions to Valleywise Health's standard Contract terms, General Conditions, and/or the terms of this ARFQ may, at Valleywise Health' sole discretion, be the basis to find the SOQ as nonresponsive & rejected.



5.07 Public Record/Confidential Information:

- A. All SOQs submitted in response to this ARFQ, 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 as proprietary or confidential, a statement advising Valleywise Health of this fact shall accompany the submission and the information must be clearly identified on **Attachment 8 Respondents shall not label their entire offer proprietary or confidential, if an entire SOQ is labeled proprietary and/or confidential Valleywise Health may deem it non-responsive.** If Respondent fails to properly identify proprietary and/or confidential on Attachment 8, Valleywise Health will treat the SOQ as if there is no proprietary/confidential information in the SOQ. Respondent shall mark one box only; making both boxes may deem your offer non-responsive & reject it.
- C. The information properly identified on **Attachment 8**, 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 SOQ requires a signature (electronic signature will be accepted) by a person authorized to sign the offer. If the Respondent is a corporation or other legal entity, the SOQ 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 SOQs may be considered nonresponsive and be rejected.

5.09 Time: Periods of time, stated as number of days, shall be calendar days unless otherwise noted.

5.10 Modifications: Erasures, interlineations, or other modifications in the Response shall be initialed in by the authorized person signing the SOQ. No Response shall be altered, amended, or withdrawn after the specified due date and time, except as allowed under the terms of this ARFQ.

5.11 No Reimbursement: Valleywise Health shall not reimburse any of cost of or associated with 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 ARFQ package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a SOQ. Negligence or errors in preparing a Response confers no right of withdrawal or correction after Response due date and time.
- 6.02 Notice of Errors: Should a Respondent find any ambiguity, conflict, inconsistency, omission or other error in the ARFQ 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 ARFQ, via email only, by the time and date set for inquiries and ask that the ARFQ be clarified or modified. If prior to the date fixed for submission of SOQs, a Respondent knows of or should have known of an error in the RFQ, but fails to notify Valleywise Health of the error, the Respondent shall submit an SOQ at its own risk, and if awarded any Contract shall not be entitled to additional compensation or time by reason of the error or its later correction.
- 6.03 Questions: All questions regarding the contents of this solicitation and the solicitation process shall be directed to the contact person listed on page 2, via email only, and shall be submitted no later than the stated deadline for submitting questions on page 2 of this ARFQ. Questions improperly submitted and/or received by Valleywise Health after the deadline will not be answered.
- 6.04 Answers: Answers to the written questions or requests for clarification or modification of the ARFQ submitted by Respondents, as well as any other changes to the ARFQ, will be provided in the form of Addenda via the Valleywise Health Procurement website: <https://valleywisehealth.org/about/procurement/open-solicitations/>
- 6.05 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 including **Attachment 2** in the SOQ. Failure by a Respondent to acknowledge receipt of all Addenda may result in the Respondent's SOQ being deemed non-responsive and possibly rejected. Addenda acknowledgement returned to Valleywise Health separately from a SOQ will not be accepted.
- 6.06 Correspondence: Any correspondence related to the ARFQ should refer to the appropriate ARFQ number and title, page and paragraph number. However, the Respondent shall not place the ARFQ number and title on the outside of any envelope containing questions since such an envelope may be identified as a sealed Response and may not be opened until after the official ARFQ due date and time.



INSTRUCTION 7: SOQ SUBMITTAL, DUE DATE AND TIME

- 7.01 Submittal: Each Response shall be emailed to: Mary.Hammer@valleywisehealth.org
- 7.02 Due Date and Time: Respondents must email their SOQ to Mary.Hammer@valleywisehealth.org by the Due Date and Time and at the email address listed on page 2 of this ARFQ. SOQs will be accepted by Valleywise Health until the Due Date and Time specified.
- 7.03 Timely Email Delivery: It is the responsibility of the Respondent to ensure that the responses are emailed with enough time to be received no later than the email address listed on page 2 of this ARFQ. Emails that are sent prior to the due date and time but are not received by the due date and time will not be accepted. Late Responses **shall not** be accepted.
- 7.04 Late Responses: Any SOQ or other Response received after the Response Due Date and Time will be rejected as non-responsive, no exception will be made. Notification will be sent to the Respondent via email.

INSTRUCTION 8: WITHDRAWAL OF RESPONSE

At any time prior to the due date and time, a Respondent may request withdrawal the Response by submitting a request via e-mail to the contact person whose name appears on page 2 of this ARFQ. Any request to withdraw a Response must be made by a duly authorized representative of the Respondent. If a Response is withdrawn after the due date and time, the Respondent may not submit another ARFQ until Valleywise Health publishes a request for the next ARFQ.

INSTRUCTION 9: RESPONSE OPENING

Due to Covid-19, SOQs shall be received via email by the time designated in this ARFQ. A list of respondents will be available on the Valleywise Health Procurement Website usually within seven (7) business days after opening. The list does not determine if an SOQ is responsive and responsible, it is only to show which firms submitted a SOQ by the Due Date and Time.

INSTRUCTION 10: VALLEYWISE HEALTH RESERVED RIGHTS

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

- a. Extend the date by which SOQs are due.
- b. Cancel this ARFQ, in whole or in part, for any reason Valleywise Health determines.
- c. Reject any or all SOQs, in whole or in part.
- d. Waive any immaterial defect, irregularity or informality in any SOQ.
- e. Reissue an ARFQ; and/or
- f. Exercise any and/or all other rights available to Valleywise Health under the terms of the RFQ, 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 this ARFQ. 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 contribution or subsidy, that is offered or given with the intent to influence a decision, obtain a contract, gain favorable treatment, or gain favorable consideration of any kind.
 2. Any communication regarding this solicitation or future projects related to this AFRQ 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(s), or otherwise takes action which ends the solicitation process. This Section shall not prohibit public comment at any formal 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' Executive(s) Board Member(s), Board Member(s), Project Executive, any Valleywise Health Consultant or Program Manager, Selection Committee members, or employees of 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), person-hours or any other cost information during the request for qualifications competition when selection is based on qualifications only. Accordingly, any Response that contains any information of this type will be deemed nonresponsive. This exclusion



of information applies to the Response, to any future interview and to any/all other aspects of the ARFQ process.

- 11.04 Restriction on Communications: Respondents being considered for a specific Project and members of their teams shall not communicate concerning this ARFQ with any other Design Professional for the Project, Valleywise Health' Executive(s) Board Member(s), Project Executive, any Valleywise Health Consultant or Program Manager, Selection Committee members, or employees of Valleywise Health, except as may be 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 **At a minimum, all accepted SOQs must be valid until June 30, 2024.**
- 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 Valleywise Health (at the appropriate level under Valleywise Health rules, procedures and policies, including without limitation the then applicable Authority Matrix) and the execution of the resulting written Contract by both parties.
- 12.03 If agreement on the terms of any 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 the next most qualified Respondent who submitted a timely and responsive Response to this ARFQ, as provided by law.

INSTRUCTION 13: EVALUATION

- 13.01 As set forth in Section I, **the purpose of this ARFQ is to establish qualifications only** to be on Valleywise Health' database of qualified Design Professionals for facility-related "Design Services which database shall be valid through June 30, 2024. No Contract for Design Services of in relation to any specific Project will be awarded based solely upon the Responses to this ARFQ. Instead, it is Valleywise Health' intent to have the option to utilize the Design Professionals in the database established under this ARFQ to apply to provide Design Services for Projects for amounts up to the maximum permitted under Valleywise Health Policy.
- 13.02 Thus, subject to all terms of this ARFQ, timely and properly submitted complete and responsive SOQs submitted by fully qualified Respondents may be approved to be included in the database.to be considered, based upon the SOQs, in relation to such Projects, as Valleywise Health deems appropriate in its sole and absolute discretion.
- 13.03 If Valleywise Health determines that there is a minor problem or needs clarification with a submitted SOQ, Valleywise Health, may, in its sole and absolute discretion, follow the below process:
- A. The Contracts Specialist may send an email to the Respondent's contact email address listed in the SOQ.
 - B. The Respondent will then be able to make the required correction or clarification and resubmit the updated SOQ no later than one (1) business day after receipt of the email.
 - C. The corrected SOQ will be reviewed and either approved or rejected by Valleywise Health.
- 13.04 Initial and Continued Mandatory Compliance:** Respondents must meet minimum criteria at the time the SOQ is submitted and throughout the entire effective term of this ARFQ as specified to receive further consideration for award of a Contract in relation to any Project.



- D. The Arizona Corporation Commission shall properly have certified the Design Professional for corporation and limited liability companies.
- E. The Design Professional must be properly registered, licensed and certified within the state of Arizona at the time of submission.
- F. **The Design Professional must have been in continuous business for a minimum of five (5) years.**
- G. 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.

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 – PROJECT DESCRIPTION

The Project description will be provided at the time a project-specific fee proposal is requested by Valleywise Health and shall be incorporated into the applicable Project Order.

SECTION V – SCOPE OF SERVICES

Purpose

1. To provide the prospective consultant with the opportunity to indicate interest in being considered for Valleywise Health Work and to establish areas of interest, expertise, and experience.
2. To provide Valleywise Health with an updated and current consultant database (by interest and qualification) that will be used to develop shortlists with no further advertisement related to design consulting services. By submitting data to Valleywise Health, a respondent agrees to the terms and conditions contained in the Standard Form of Agreement Between Owner and Design Professional (Annual Request for Qualifications), also known as “open-end contracts” or “open-end agreements”, for these services. Individual project fees will not exceed **\$250,000** for Professional Services by an architect / architect firm or for Professional Services by a person or firm other than an architect / architect firm.
Individual project fees will not exceed **\$500,000** for services from assayers, engineers, geologists, home inspectors, landscape architects and land surveyors.

Consulting services near or over the above limits are generally procured by a separately advertised Request for Qualifications (RFQ) pertaining to the particular project. This ARFQ is a means to establish qualifications only.



The scope of services will be provided at the time a project-specific fee proposal is requested by Valleywise Health. Existing drawings, where applicable, will be made available and a visit to the Site, with the Valleywise Health Project Manager, may be arranged. The Scope of Services shall be incorporated into the applicable Project Order.

SECTION VI – IMPLEMENTATION PROCEDURE AND AWARD OF MASTER CONTRACTS AND PROJECT ORDERS

- 1. Vendor Registration: (if a firm is awarded a contract for a specific project, it will need to register, firms do not need to register to submit an SOQ)** All Design Professionals doing business with Valleywise Health will be 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 this ARFQ, Contractor agrees to register in Valleywise Health' Vendor Portal at <https://valleywisehealth.vendormate.com> and is responsible for the annual registration fee payable to Vendormate. Fees may vary based on a Firm's risk profile. Failure to register and maintain a current registration will prevent issuance of payment for any product or service rendered. Representatives of Design Professional 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.

It is not necessary to register in vendormate unless your firm is awarded a specific project under this ARFQ.

If you are awarded a specific project under this ARFQ you MUST register in vendormate.

- 2. Changes in Respondent Organization:** In order for a Respondent to remain qualified for award under this ARFQ 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 change notification request. Any such request shall be addressed to Valleywise Health' designated point-of-contact for this ARFQ. Valleywise Health is under no obligation to approve such requests.

3. Award of Master Contracts and Project Orders for Particular Projects:

A. General

1. Submission of an SOQ does not guarantee selection and/or negotiation of any contract. Submission of an SOQ will not entitle a Respondent to receive notice from Valleywise Health of any upcoming projects or Requests for Qualifications.
2. Respondents in the database are responsible for keeping information current and up-to-date and properly and promptly notifying Valleywise Health of any and all changes in writing.
3. Respondents in the database are responsible for maintaining, throughout the effective term of this ARFQ, compliance with all insurance and other qualification requirements under this



ARFQ, including without limitation, the Initial and Continued Mandatory Compliance requirements set forth in Instruction 13 above. Valleywise Health reserves the right to make such additional investigations and require any Respondent to submit such additional document, certifications, and/or information as Valleywise Health deems necessary to confirm the Respondent's continue compliance with these requirements.

B. Individual Project or General Services Selection Process:

The selection process includes the following steps:

1. A profile of the Project or Service will be developed by Valleywise Health. (Specific Projects have not yet been identified.)
2. Designated Valleywise Health person or persons may run queries against the information provided in the SOQ. A search may be made of the database compiled as a result of this ARFQ to identify firms with qualifications and interests matching the project or service profile.

C. Master Design Professional Contract

The Contracts Management Department will contact the selected Firm deemed for a specific project. Pricing in relation to a specific Project will be negotiated and a Master Contract will be executed on a project-by-project basis, the form of Project Order is included as Exhibit A to the Master Contract. Valleywise Health Contract forms are subject to revision without notice. Execution of a Master Contract does not obligate Valleywise Health to award a contract for any Design Services to the executing Firm in relation to any Projects, or otherwise.

D. Project Order

Valleywise Health will attempt to negotiate an appropriate and acceptable Project Order with the Firm in relation to the Project. If Valleywise Health is unable to negotiate a satisfactory Project Order for the Design Services to be provided, including fee, schedule, scope of work and other terms applicable to the Project, then negotiations with this Firm will be terminated. Valleywise Health may undertake negotiations with other qualified firm(s).

E. Multiple Projects

A Firm may be selected for one or more projects where the total fees for each project are anticipated to be less than \$250,000 for an architect or architect firm or less than \$500,000 for a person or firm other than an architect or architect firm, or such revised limitations as may be implemented by Valleywise Health. These limits are annual limits that cannot be exceeded.

F. Email Documents / Insurance Requirements

Every Firm Valleywise Health issues a contract and/or Project Authorization to shall, within five (5) days after notice of award, email Valleywise Health signed copies of the contract as well as all required insurance certificates. Valleywise Health asks that Insurance Certificates be submitted electronically to the designated Contract Specialist. All contracts must be supported by insurance certificates in a form satisfactory to Valleywise Health. Certificates must reference the Valleywise Health Project Number and Project Name. All certificates of insurance any other required pre-performance documentation will be reviewed and approved by Valleywise Health before Firms may proceed with services. Failure or refusal to furnish required insurance certificates in a form satisfactory to Valleywise Health will result in rejection of any proposed contract. All insurance requirements are stipulated in the Standard Form Agreement.



ATTACHMENT 1: AUTHORIZATION TO SUBMIT SOQ 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 SOQ by the award and execution of a contract will create a binding contract; and
- * 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, Master Contract 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 ARFQ.

The price (if any) and terms and conditions in this Response are valid for 180 days from the date of submission.

RESPONDENT (FIRM) SUBMITTING SOQ

ADDRESS

CITY STATE ZIP CODE

TELEPHONE

FEDERAL TAX ID NUMBER

EMAIL

AUTHORIZED SIGNATURE

DATE

PRINTED NAME AND TITLE



ATTACHMENT 2: ADDENDUM ACKNOWLEDGMENT

Receipt by the undersigned of the following addenda is hereby acknowledged:

- Addendum Number: 1
- Addendum Number: 2
- Addendum Number: 3
- Addendum Number: 4
- Addendum Number: 5
- Addendum Number: 6

(Respondent)

(Address Line 1)

(Print Name)

(Address Line 2)

(Print Title)

(Phone)

(Signature Required)

(Federal Taxpayer ID Number)

(Email Address)



ATTACHMENT 3: AFRQ QUESTIONNAIRE
Valleywise Health ARFQ Questionnaire

Please have an officer or person who is legally eligible to represent the Respondents firm fill out this form. Submittal of this ARFQ Questionnaire with your bid or proposal is an attestation that the information in this ARFQ Questionnaire and within your submittal documents is true and valid. Provide prompt notice to Valleywise Health if, at any time prior to contract award, any facts need to be corrected.

INSTRUCTIONS: This is a mandatory form. Submit this form with your response. Provide information to the extent information is available. If your response is incomplete or requires further description, Valleywise Health may request additional information within a specified deadline or may determine the missing information is immaterial.

Respondents Information	
Respondent's Legal Name	
"Doing Business Name" (dba) if applicable	
Mailing Address	
Contact Person and Title	
Contact Person's Phone Number	
Contact Person's Cell Phone Number	
Contact Person's E-Mail Address	
Dun & Bradstreet number (if available)	
Identify the City and State of your company headquarters	

Principals Information	
Respondent's Legal Name	
"Doing Business Name" (dba) if applicable	
Mailing Address	
Contact Person and Title	
Contact Person's Phone Number	
Contact Person's Cell Phone Number	
Contact Person's E-Mail Address	
Dun & Bradstreet number (if available)	
Identify the City and State of your company headquarters	



Respondent Billing Contact Person: Identify the person who will prepare and manage your invoices. This helps Valleywise Health offer instructions that ensure your invoices are promptly paid.	
Person and Title	
Person's Phone Number	
Person's Fax Number	
Person's E-Mail Address	

Licenses	Specify yes or no.
Please provide the type of licenses and license numbers your company currently holds (if applicable);	
Has your licenses been in good standings within the past five (5) years (required to be considered for a contract award)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does your firm have a minimum of five (5) years successful experience in AZ, providing the services as stated within the SOW?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Has your company ever been disciplined by any professional board? If so, please provide full disclosure of the discipline, including date, disciplining agency, discipline imposed, and your response.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does your company agree to provide background checks and any required immunizations at firm's expense?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Ownership	
Is your firm a sole proprietorship, partnership, corporation, limited liability company, subsidiary, parent, holding company, or affiliate of another firm? If yes, identify type and names and positions of principal(s).	
What year was your firm, under the present ownership configuration, founded?	
How many years has your firm been in continuous operation without interruption?	
What year did your firm begin providing, on a continuous basis, the types of services that are required from the ARFQ?	
What is your primary line of business?	
What are the total number of employees your firm claims (not including temporary or contract workers or independent contractors)	
Is your firm acting as the administrative agent for any other agency or organization? If yes, explain in detail.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your firm? If yes, please provide full disclosure.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Financial Resources and Responsibility	Specify yes or no.
Within the previous five years has your firm been the debtor of a bankruptcy?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is your firm in the process of or in negotiations toward being sold?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Has your firm been debarred or found non-responsible for contracting with any local, state, or federal governmental agency within the past five years? If yes, provide full disclosure.	Yes <input type="checkbox"/> No <input type="checkbox"/>



Within the previous five years has a governmental or private entity terminated your firm's contract prior to contract completion for failed performance? If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Within the previous five years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency? (The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) is at http://epls.arnet.gov on the Web.) If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does your organization have any uncorrected audit exceptions? If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Social Equity compliance	Specify yes or no.	
Within the previous ten years has your firm been found to have violated any local, state, or federal anti-discrimination laws or regulations, whether they are local, state, or federal? If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has your firm ever been found by Valleywise Health or any government agency, to have underpaid your employees (this includes instances where you may have provided the restitution to make the worker whole)? If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
A.R.S. § 41-4401 prohibits Valleywise Health from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Does your firm warrant that it complies and will continue to comply 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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Disputes	Specify yes or no.	
Within the previous five years has your firm been the defendant in court on a matter related to: payment to subcontractors or contract work performance? If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does your firm have outstanding judgments pending against it? If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Within the previous five years was your firm assessed liquidated or consequential damage on a contract? If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is your firm presently involved in a dispute (including litigation) regarding its right to provide the product or service being requested by Valleywise Health for this contract, including but not limited to notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to Valleywise Health? If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>



Fair Chance Employment Ordinance Compliance		
Criminal convictions alone may not be a basis for rejecting a proposal or individual. Valleywise Health may consider whether a conviction has material nexus to contract risks, and whether adjustments to work or assignments should be pursued accordingly. If background checks are needed for individuals who will perform work such as, Valleywise Health reserves the right to require such background checks at the firm's expense.		
Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your firm if your firm is a publicly traded corporation. If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Within the past ten years, has any owner, principal, or officer who will perform any of the work for Valleywise Health been convicted of a crime? If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If a license is required to perform, within the previous ten years has your firm or any principal, officer or employee who will perform work for Valleywise Health had a license suspended by a licensing agency or been found to have violated licensing laws? If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If hazardous materials are within the work to be performed, has any principal, officer or employee who will perform work for Valleywise Health had violations of improper disposal of such materials or violations of associated laws, rules or regulations in the previous five years? If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is there any other information Valleywise Health should be made aware of regarding your financial, criminal or legal history that has bearing on the work that Valleywise Health is considering you to perform? For example: conviction or civil judgement rendering against the firm for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust or similar statutes, relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, any present indictment for, or otherwise criminally or civilly charged by a government entity. If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has your firm ever paid appropriated funds (including profit or fee received under a contract transaction), to any person for influencing or attempting to influence an officer or employee of Valleywise Health or a Member or members of the Board, on his or her behalf in connection with this AFRQ. If the Respondent has engaged in any lobbying activities, the Respondent shall notify Valleywise Health and complete and submit, with its response, OMB standard form LLL, Disclosure of Lobbying Activities.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has your firm directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive pricing in the preparation and submission of its Offer? If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your firm? If yes, provide full disclosure.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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, provide full	Yes <input type="checkbox"/>	No <input type="checkbox"/>



disclosure.	
Valleywise Health is an ISO 9000 certified organization. It is important that Valleywise Health' suppliers also share the same value in quality commitment for their products and services. Does your organization have a quality management system (QMS) meeting the requirements of ISO 9001? If so, please briefly describe or provide a copy of your certificate.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Involvement by Current and Former Valleywise Health Employees	Specify yes or no.
Are any of your company officers or employees a current or former Valleywise Health employee or volunteer? If yes, identify the employee(s) name and position held while working at or currently working at Valleywise Health.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does any member of the firm (including officer, director, employee, trustee, or partner) have a business interest or a close family or domestic relationship with any Valleywise Health official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluation of the Firms performance? If yes, provide full disclosure.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Business History	Specify yes or no yes or no.
In the last five years, has your firm held other contracts with public agencies to provide similar products or services in a size and scope similar to that required by Valleywise Health?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Provide and/or attach a listing of contracts you have held in the past five years, sufficient for Valleywise Health to understand the depth and breadth of your experience, with a particular emphasis on contracts with public health agencies. Valleywise Health may use this to assess your capability and experience at this particular type of product provision or service work. Specify the name/contact that can serve as a reference for each. <ul style="list-style-type: none"> • If you have many such contracts, you can provide a brief summary. • If you are a subsidiary of a national firm, summarize the contracts that represent your local office. Have you provided this information with your response?	Yes <input type="checkbox"/> No <input type="checkbox"/>

The person signing certifies that all answers are correct; any inaccuracies in the information may result in the bid being non-responsive.

AUTHORIZED SIGNATURE

DATE

PRINTED NAME AND TITLE



ATTACHMENT 4: KEY PERSONNEL INFORMATION

Provide Information below for each key person to be involved in providing the Design Services. This format must be used for resumes and representative projects. List LEED certification after the individual's name, where applicable.

1. Name (Include LEED Certification, if Applicable): []
2. Role in this Contract: []
3. Years Experience - Total: []
4. Years Experience - With Current Firm: []
5. Firm Name and Location (*City and State*): []
6. Education (*Degree and Specialization*): []
7. Current Professional Registration (*State and Discipline*): []
8. Other Professional Qualifications (*Publications, Organizations, Training, Awards, Etc.*): []
9. Representative Projects. Projects should have been begun or completed within the last five (5) years. For each project, include the following information: []
 - A. Relevant Project - Title and Location (City and State): []
 - B. Relevant Project - Year Completed - Professional Services: []
 - C. Relevant Project - Year Completed - Construction (*If Applicable*): []
 - D. Relevant Project - Brief Description (*Brief Scope, Size, Cost Etc.*) and Specific Role: []
 - E. Relevant Project - Brief Description and if Project Performed with Current Firm: []



ATTACHMENT 5: FIRM AND KEY PERSONNEL LICENSES/REGISTRATIONS

(List Only Arizona Professional Licenses/Registrations for Firm)

Firm Name: _____

Firm Licenses/Registrations: _____

List your Firm's current individual Arizona Professional Licenses/ Only:

Branch (for work in Maricopa Co.)	Individual	Discipline	Arizona Licenses/Board of Technical Registration	Expiration Date



ATTACHMENT 6: REFERENCE FORM

Submitting Firm: | Valleywise Health requires a minimum of three (3) and a maximum of five (5) references from recently completed projects, which are similar in magnitude, complexity, and dollar value to this ARFQ.

1. Company Name: |
Contact Person: |
Address: |
Phone Number: |
Email Address: |
Bid # or Project #: |
Starting Budget: |
Final Budget: |
Date of Completion: |

Brief Project Description (clearly identify similarities to the services being proposed in the SOQ):

|
|
|
|

- 2. [Same] |
- 3. [Same] |



ATTACHMENT 7: EXCEPTIONS TO ARFQ REQUIREMENTS AND/OR CONTRACT PROVISIONS

Respondents must use this Attachment to state any exceptions to the ARFQ 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 Firm

Signature of Authorized Individual

Date



ATTACHMENT 8: PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

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

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

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

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

This is the only notice that will be given to Respondents regarding the Firm’s responsibility to clearly identify its proprietary and/or confidential information. If a public records request is submitted to the Valleywise Health and the Respondent did not clearly identify its proprietary and/or confidential information using this form at the time their SOQ is submitted, Valleywise Health will consider no information proprietary and/or confidential. Failure to clearly identify the proprietary and/or confidential information using this form will void any reference of proprietary and/or confidential on that may be clearly shown on specific pages within the SOQ. Failure to make an acknowledgement on this form will deem that there is no proprietary and/or confidential information within the SOQ. Valleywise Health **will not** provide Firm with any subsequent notice or opportunity to identify proprietary and/or confidential documents or information. Firms **shall not mark their entire SOQ proprietary and/or confidential**; doing so may deem their SOQ non-responsive. Do not check both boxes, if a firm checks both boxes, no information will be considered proprietary and/or confidential. If you do not check the appropriate box however indicate on pages of your SOQ that information is proprietary and/or confidential, no information will be considered proprietary and/or confidential.

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

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

Printed Name of Authorized Individual

Name of Submitting Firm

Signature of Authorized Individual

Date



ATTACHMENT 9: 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 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 Firm

Signature of Authorized Individual

Date

Email Address



ATTACHMENT 10: TAXPAYER I.D. NUMBER

A W-9 FORM MAY BE DOWNLOADED AT:

<https://www.irs.gov/uac/about-form-w9>



ATTACHMENT 11: LEGAL WORKER CERTIFICATION

As required by A.R.S. § 41-4401, Valleywise Health is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 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 Respondent, subcontractors and sub-subcontractors employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractors and sub-subcontractors 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)

(Federal Taxpayer ID Number)

(Email Address)

(Date)



ATTACHMENT 12: NON-COLLUSION AFFIDAVIT

(MARICOPA COUNTY SPECIAL HEALTHCARE DISTRICT DBA VALLEYWISE HEALTH SS
COUNTY OF MARICOPA)

_____ being first duly sworn deposes and says:

That he/she is the _____ of _____
(Title) (Name of Firm)

submitting this SOQ in response to the ARFQ identified below.

That, in connection with the above-mentioned Project, neither he/she, nor anyone associated with the aforesaid Firm, 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, as amended.

(Signature of Affiant)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

(Notary Public)



ATTACHMENT 13: CONFLICT OF INTEREST CERTIFICATION

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

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

(Firm)

(Address)

(Signature Required)

(Phone)

(Print Name)

(Email)

(Print Title)

(Federal Taxpayer ID Number)



ATTACHMENT 14: DESIGN PROFESSIONAL DATA SHEET

SEE SEPARATE ATTACHMENT

**ATTACHMENT 14, MUST BE COMPLETELY FILLED OUT,
FAILURE TO DO SO MAY DEEM YOUR RESPONSE NON-
RESPONSIVE AND GIVEN NO CONSIDERATION.
SUBMIT ATTACHMENT 14 USING THE EXCEL
SPREADSHEET PROVIDED DO NOT CONVERT ATTACHMENT
14 INTO AN ADOBE FILE.**



ATTACHMENT 15: COMPARABLE PROJECTS

**SUPPLEMENTAL INFORMATION
EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED
TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

Provide Supplemental Information for up to three projects per discipline for a total of up to fifteen (15) pages.

The ARFQ Supplemental Information is to cover up to **three (3) projects per specialization** for a total of up to **fifteen (15) letter size pages (Font no smaller than 10)** of supporting information in addition to the consultant data forms to illustrate ***specific experience and or emphasis on projects or other service specialties*** as indicated on the ARFQ Design Professional Data Sheet (**Attachment 14**). Each page is to utilize the format illustrated below. **Projects are to have been begun or completed in the last five (5) years.** List projects that have begun or have been completed since 2017. Focus on your main strengths. "ABC Sample Firm" on the first line provides a sample of the information needed in each area.

This section of the SOQ must be titled Attachment 15, Comparable Projects. However, you can reformat the page as long as you provide the requested information for each project referenced and reference Attachment 15 at the top of each page. For each of the disciplines selected, Consultants must include a discipline synopsis up for to three projects, and if applicable when your firm was the Architect or Engineer of Record for that discipline.

Supplemental Information Re: (Type of Project or Service Specialty)

- A. Project Title and Location (*City and State*):
- B. Year Completed – Professional Services:
- C. Year Completed – Construction:
- D. Project Owner’s Information – Project Owner:
- E. Project Owner’s Information – Point of Contact Name:
- F. Project Owner’s information – Point of contact E-mail Address:
- G. Project Owner’s Information – Point of contact Telephone Number: () -
- H. Brief description of project and relevance to this contract (Include scope, size, and cost):
- I. Firms/branches from section involved with this project

(1) Firm Name	Personnel	(2) Firm Location (City, State)	(3) Role

This material may be revised or withdrawn by the Consultant at any time.
Please limit material for Supplemental information to one page on one side only per project as supplemental information or service specialty.



ATTACHMENT 16: Valleywise Health INSURANCE REQUIREMENTS

Valleywise Health is committed to Sustainability Practices. Insurance Certificates must be sent electronically to:

All certificates and endorsements are to be received and approved by Valleywise Health before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

INSURANCE REQUIREMENTS ARE SET BY Valleywise Health RISK MANAGEMENT AND ARE NON-NEGOTIABLE. THE DESIGN PROFESSIONAL, ARCHITECT/ENGINEER, OR PROFESSIONAL CONSULTANT SHALL PROVIDE THE FOLLOWING MINIMUM INSURANCE COVERAGE FOR THE DURATION OF THE CONTRACT:

- A. **General.** The Design Professional shall, at its own expense, purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of A VIII, approved and licensed by the State of Arizona Department of Insurance.
- B. **Additional Insured.** The insurance coverage, except Workers' Compensation and Errors and Omissions, required by this Contract, shall name Valleywise Health, its agents, representatives, officers, directors, officials and employees (excluding contractors, architects, inspectors or any other party in direct privity of contract with Valleywise Health solely to perform work or services in relation to the Projects) as Additional Insured.
- C. **Duration of Coverage.** All insurance required herein shall be maintained in full force and effect during the term of this Agreement and until all work or services required to be performed under this Agreement has been satisfactorily completed and formally accepted by Valleywise Health. Thereafter, the insurance and indemnification provisions contained in this Agreement will extend beyond the termination date of this.
- D. **Continuation of Coverage.** In the event any insurance policy or policies required by this Agreement are written on a "claims made" basis, Design Professional agrees to maintain said coverage for at least ten (10) years beyond the termination of this Agreement.
- E. **Claim Reporting.** Any failure to comply with the claim reporting provisions of Design Professional's policies or any breach of a policy warranty shall not affect Design Professional's obligations or coverage afforded under the policies to protect Valleywise Health.
- F. **Waiver (Subrogation).** The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against Valleywise Health, its agents, representatives, directors, officers, and employees for any claims arising out of the Design Professional's work or service.



- G. **Deductible/Retention.** Design Professional's policies may provide coverage, which contain deductibles or self-insured retentions. The Design Professional shall be solely responsible for the deductible and/or self-insured retention.
- H. **Certificates of Insurance.** Prior to commencing work or services under this Contract, Design Professional shall, upon request, furnish Valleywise Health with Certificates of Insurance, or formal endorsements in forms acceptable to Valleywise Health evidencing that the required policies and/or coverage are in full force and effect during term of this Agreement and where relevant, thereafter. All Certificates of Insurance shall be identified with this Agreement by title and number.
- I. **Cancellation and Expiration Notice.** Insurance required by the terms of this Agreement shall not expire, be canceled, or materially changed without 15 days prior written notice to Valleywise Health. If a policy does expire during the life of this Contract, a renewal Certificate must be sent to Valleywise Health fifteen (15) days prior to the expiration date.
- J. **Copies of Policies.** Valleywise Health reserves the right to request and receive, within 10 working days of the request, certified copies of any or all of the above policies and/or endorsements referenced herein.
- K. **Primary Coverage.** Design Professional's insurance shall be the primary insurance under the terms of this Agreement as respects Valleywise Health for any negligent acts of Design Professional; any insurance or self-insurance program maintained by Valleywise Health shall not contribute to Design Professional's insurance obligations for its negligent acts hereunder.
- L. **Types of Coverage Required.** Design Professional is required to procure and maintain the following coverages:
 - 1. **Commercial General Liability.** Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering.
 - 2. **Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Design Professional's owned, hired, and non-owned vehicles assigned to or used in performance of the Design Professional's work or services under this Contract.
 - 3. **Workers' Compensation.** Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Design Professional's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$1,000,000 disease policy limit.
 - 4. **Errors and Omissions Insurance.** Errors and Omissions Insurance, other than Professional Liability Coverage referenced above, which will insure and



provide coverage for errors or omissions of the Design Professional, with limits of no less than \$1,000,000 for each claim and \$5,000,000 in the aggregate.

5. Privacy, Security and Data Breach. Privacy, security or data breach coverage with limits of not less than \$2,000,000 per claim/\$2,000,000 aggregate; such coverage may be provided via a separate policy or as an endorsement to any other policy the Design Professional maintains.

M. **Excess Liability.** If request for a specific Design Professional will also carry Umbrella Coverage to extend the above listed coverages to \$10,000,000.

(BONDING IS NOT A REQUIREMENT)



ATTACHMENT 17: ANNUAL ARFQ SUBMITTAL INQUIRY FORM

(Use this form ONLY to submit Questions and to request General Clarifications, etc. Do not include in your submittal). Email [to Mary.Hammer@valleywisehealth.org](mailto:Mary.Hammer@valleywisehealth.org).

PROJECT NAME: 2023/24 Annual ARFQ for Design Professional Services for Facility-Related Professional Services

ARFQ NUMBER: 90-23-230-ARFQ

INQUIRY DEADLINE: April 18, 2023- NLT 12:00 PM (Questions may not be accepted/answered after this date and time)

SECTION NUMBER: _____

PAGE NUMBER: _____

PARAGRAPH NUMBER: _____

COMPANY CONTACT: _____

Firm: _____

E-MAIL ADDRESS: _____

Phone Number: (____) _____ - _____

Date _____

QUESTION(S):



Attachment 18: PROJECT FEE PROPOSAL FORM
Do not submit this form with your SOQ

Valleywise Health Request for Fee Proposal Design Professional Services
(To be completed for each Project as Assigned)

Date: (Emailed this Date)

Name of Firm
Address
City, State, Zip

Attention:
Email:
Phone: (XXX) XXX-XXXX

RE: REQUEST FOR FEE PROPOSAL FOR:
Project Name: _____ **Project Number:** _____

This letter is to acknowledge and confirm that your firm, **XXXXXXXXXXXXXXXXXX**, has been selected by Valleywise Health to provide DP (A/E) services as outlined herein for the above listed project number and name, subject to a successful fee negotiation and acceptance of the pro-forma agreement to be sent under separate cover. The most current Agreement to be sent under separate cover.

Valleywise Health is requesting your firm to furnish your written fee proposal for the services requested for this project. **Your fee proposal is to include a detailed manpower loading plan and the fees for your services, consultants, and the hourly rate for each discipline.**

Fee: The contract fee shall be divided into the following as applicable:

I.	Program Development Sub-phase	<u>%</u>
II.	Schematic Design Sub-phase	<u>%</u>
III.	Design Development Sub-phase	<u>%</u>
IV.	Construction Documents Sub-phase	<u>%</u>
V.	Bidding and Bid Award Phase	<u>%</u>
VI.	Construction Phase	<u>%</u>
VII.	Closeout and Occupancy Phase	<u>%</u>

Valleywise Health reserves the right to accept the Scope of Services and fee in part by phase or in total for the entire project and to determine at schematic design phase whether or not to continue with the design and construction delivery method of CMAR or change to change to design/bid/build.

Please respond in writing by no later than the close of business on Month, Date, Year, if this is not possible, please contact my office to set-up another day for your written response. If you can prepare your fee submittal before this date, we will be ready to start the fee negotiations shortly thereafter the of receipt of your initial fee proposal, we will review it first, and then we will schedule a fee negotiation meeting at the Valleywise Health campus

Please submit your fee proposal via E-mail to: Mary Hammer @ Mary.Hammer@valleywisehealth.org

We are looking forward to hearing from you and working with you and your firm in the near future.

Sincerely,

(Contract Specialist)
(Department)(Attachment)