



**MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT
MARICOPA INTEGRATED HEALTH SYSTEM**

INVITATION FOR BIDS

**GENERAL MAINTENANCE /HANDYMAN/LIGHT
CONSTRUCTION/SMALL T.I. PROJECT SERVICES**

UNDER \$25,000.00

REQUIREMENTS CONTRACT

INVITATION FOR BID

90-25-374-IFB

DATE OF ISSUE:

JULY 24, 2025

PRE-OFFER CONFERENCE


NO PRE-OFFER CONFERENCE

DEADLINE FOR INQUIRIES:

AUGUST 18, 2025, NO LATER THAN 10:00AM

DATE & TIME PROPOSALS DUE:

SEPTEMBER 3, 2025, NO LATER THAN 11:00 AM, PHOENIX, AZ. TIME

	<p align="center"> GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER \$25,000.00- REQUIREMENTS CONTRACT INVITATION FOR BID TABLE OF CONTENT </p>	<p align="center">90-25-374-IFB</p>
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IFB ATTACHMENTS (These documents are provided as separate files for this solicitation. ALL documents be completed and submitted along with your bid).

ATTACHMENT “A” OFFER AND ACCEPTANCE

ATTACHMENT “B” VENDOR QUESTIONNAIRE

ATTACHMENT “C” AUTHORIZATION TO SUBMIT BID AND REQUIRED CERTIFICATIONS

ATTACHMENT “D” REFERENCES


ATTACHMENT” E” PRICING

ATTACHMENT “F” PROVISIONS AND STATED EXCEPTIONS TO SCOPE OF SERVICES & BID REQUIREMENTS

ATTACHMENT “G” PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

ATTACHMENT “H” ACCEPTANCE OF PAYMENT FROM CRMC VIA CREDIT CARD


ATTACHMENT “I: ACCEPTANCE OF REQUIREMENTS STATED WITHIN THE CONTRACTOR HANDBOOK.

	<p style="text-align: center;"> GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER <u>\$25,000.00- REQUIREMENTS CONTRACT</u> INVITATION FOR BID TABLE OF CONTENT </p>	<p style="text-align: center;">90-25-374-IFB</p>
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IFB EXHIBITS (These documents are provided as separate files for this solicitation. These documents **DO NOT NEED TO BE COMPLETED** and submitted along with your bid).

EXHIBIT “A” – PAYMENT AND PERFORMANCE BONDS-TEMPLATES

**EXHIBIT “B” – MARICOPA SPECIAL HEALTH CARE DISTRICT dba VALLEYWISE HEALTH
“PROCUREMENT CODE”**

	<p align="center">GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER \$25,000.00- REQUIREMENTS CONTRACT INVITATION FOR BID NOTICE OF SOLICITATION</p>	<p align="center">90-25-374-IFB</p>
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**NOTICE OF SOLICITATION
SOLICITATION #: 90-25-374-IFB
INVITATION FOR BIDS**

Maricopa County Special Health Care District dba Valleywise Health hereby solicits bids from qualified Bidders to provide General Maintenance/Handyman/Light Construction/Small Tenant Improvement (T.I.) Project Services under \$25,000.00.

An Invitation for Bids document may be obtained at the Valleywise Health web site:
<http://www.ValleywiseHealth.org/about/procurement/open-solicitations/>

Firms who currently hold contracts (in good standings) with Valleywise Health are not excluded from bidding on this solicitation.

Questions concerning this Invitation for Bids may be submitted to Mary Hammer, via e-mail at Mary.Hammer@valleywisehealth.org, by the due date and time listed on the cover page of this Invitation for bid.


Addendums: It is the responsibility of all potential Bidders to check the Valleywise Health web site (An Invitation for Bids document may be obtained at the Valleywise Health web site: <http://www.ValleywiseHealth.org/about/procurement/open-solicitations/> for any Addendums to the IFB and to ensure signed Addenda are included in their response to the Solicitation.

All bids must be submitted Via email to: Mary.Hammer@Valleywisehealth.org:

This notice does not commit Valleywise Health to award a contract or to pay any costs incurred in the preparation of bids. Valleywise Health reserves the right to accept or reject, in whole or in part, all bids submitted and/or to cancel this announcement without penalty to Valleywise Health. Valleywise Health reserves the right to award more than one contract based upon the most responsive and responsible, lowest bid(s) most advantageous to Valleywise Health. The initial term of this contract is for three (3) years with the option to extend for additional periods up to a maximum contract term of five (5) years. The Valleywise Health Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Full text of the Valleywise Health Procurement Code (Reference Exhibit "B").

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 without being discriminated against on the grounds of race, religion, sex, age or national origin.
Type of Contract: Fixed-price, indefinite delivery-indefinite Quantity (IDIQ)

NO BIDDERS CONFERENCE WILL BE HELD

	<p align="center">GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER \$25,000.00- REQUIREMENTS CONTRACT INVITATION FOR BID EXECUTIVE SUMMARY</p>	<p align="center">90-25-374-IFB</p>
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1.0 EXECUTIVE SUMMARY

1.1 General Valleywise Health Information

Valleywise Health a special healthcare district and political subdivision of Maricopa County, includes Valleywise Health Medical Center the Arizona Burn Center, the Comprehensive Healthcare Center, the Arizona Children’s Center, the 7th Avenue Walk-In Clinic, 13 community-oriented family health centers, and an attendant care program. Valleywise Health also is a premier training center for Arizona’s physicians. Our medicine, surgery, pediatrics, and OB/GYN programs, in particular, contribute to the body of knowledge of patient care.


Valleywise Health is located in central Arizona and serves as the health care safety net for citizens of Maricopa County. The health system serves people of many races and nationalities who come from diverse cultures and speak several different languages. Many of the patients face major challenges, such as lack of health insurance, complex medical problems, and difficult socioeconomic situations. Caring for these patients demands special knowledge and sensitivity. Valleywise Health is committed to giving culturally appropriate, sensitive medical care and helping its patients live healthier lives. Annually, Valleywise Health has over 17,000 inpatient admissions and over 450,000 outpatient and ambulatory visits.

Valleywise Health Medical Center is a 325-bed licensed, full-service hospital, which includes a level one adult and pediatric trauma center. Over 67,000 adults and children are treated annually in the Adult and Pediatric Emergency Departments. The Arizona Burn Center, Arizona's only regional burn center and the second largest in the nation, provides world-class care for critically injured burn patients from across Arizona and the Southwest. Valleywise Health’ Arizona Children’s Center features a 31-bed Neonatal Intensive Care Unit that provides critical inpatient services for babies transported across the Southwest. Specialty care is offered at our Comprehensive Healthcare Center, a multi-specialty care clinic located at the Valleywise Health Medical Center campus.

Valleywise Health has 13 Family Health Centers throughout the Valley. The professional medical staff at all 11 centers are trained and certified in primary care and focus on the treatment of both adults and children. Many of Valleywise Health’ Family Health Centers provide all health care needs in one location, including primary care, dental care, and pharmacy services.

Desert Vista Behavioral Health Center is a 122-bed licensed hospital that provides behavioral health care and psychiatric services. Additional behavioral health services are provided on the Valleywise Health Medical Center campus in a 68 bed licensed facility.

Valleywise Health Maryvale – 5102 W. Campbell Avenue, Phoenix, AZ. 85031


	<p align="center">GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER \$25,000.00- REQUIREMENTS CONTRACT INVITATION FOR BID SECTION II INSTRUCTIONS</p>	<p align="center">90-25-374-IFB</p>
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Please read this before continuing on to the bid document.

SOLICITATION RESPONSE CHECK LIST

Check off each of the Necessary actions when completed
(SOME AREAS MAY NOT BE APPLICABLE TO THIS BID).

- ☐ 1. All required information has been provided in all attachments; all attachments have been signed and are included. All Addenda's have been received, understood, signed and are provided with offer.
- ☐ 2. The prices offered have been reviewed.
- ☐ 3. The price extensions and totals have been checked and are accurate.
- ☐ 4. If required, any required drawings or descriptive literature have been included.
- ☐ 5. The amount of the bid surety has been checked and the surety has been included.
- ☐ 6. Review the insurance requirements, if any, to assure you are in compliance, insurance will not be negotiated or modified after contract award, failure to provide correct insurance will result in breach of contract.
- ☐ 7. If required, include copies of licenses, certifications, Osha DART (days away, restricted or transferred) rating etc.
- ☐ 8. All addenda's issued (if any) pertaining to this IFB have been read, the information is understood, the addenda(s) is/are signed and included with offer.
- ☐ 9. The response must be emailed to Mary.Hammer@valleywisehealth.org in time to be received no later than the time and date listed on the cover page and page seven (7).

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1. INTRODUCTION

Valleywise Health bids for General Maintenance and Repair Requirements Contract for a three (3) year period, in accordance with the specifications and provisions contained herein. If determined in the best interest of Valleywise Health this contract may be extended for a period not to exceed five (5) years.

2. SCHEDULE OF EVENTS

Bid Due Date: **SEPTEMBER 3, 2025, NO LATER THAN 11:00 A.M. local time.**
Local Arizona Time

Bid Submittal : All Bids must be sent via email to: Mary.Hammer@Valleywisehealth.org. All bids must be received by the due date and time. **Bids that are received after the due date and time will not be given consideration.** Complete bids must be emailed with the Solicitation Number (90-25-374-IFB) clearly visible on the subject line of the email as well as a clear numbering sequence if multiple emails are required to complete the bid. Electronic bids **must be received NO LATER THAN SEPTEMBER 3, 2025, No Later Than 11:00AM Phoenix, Arizona Time. BIDS RECEIVED AFTER 1100 AM on SEPTEMBER 3, 2025, PHOENIX, ARIZONA TIME WILL NOT BE GIVEN CONSIDERATON.** Offerors assume all risks associated by submitting their bid, a late bid shall not be accepted, nor shall a late proposal be reason for a protest or re-solicitation.
If an Offeror emails their proposal by the stated time and date but the bid is not received by the stated time and date, the bid shall not be given consideration. Vendors are strongly encouraged not to delay in submitting their bid

Submit Inquiries To: Mary.Hammer@Valleywise Health.org


Deadline for Inquiries: **AUGUST 18, 2025, NLT 10:00 A.M., PHOENIX, AZ TIME**

Pre-Offer Conference **No Pre-Offer Conference will be held**

Valleywise Health reserves the right to change dates and/or locations as necessary

3. GENERAL DIRECTIONS

- 3.1 This Invitation for Bid (IFB) package contains all the information and forms necessary to complete and submit a bid. Bidders are encouraged to review the IFB package in detail prior to commencing work.
- 3.2 Any person, firm, corporation or association submitting a bid shall be deemed to have read and understood all the terms, conditions and requirements in the specifications. Conditional bids will not be considered. All offers must be signed by an authorized


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signatory; unsigned offers may be rejected.

- 3.3 All offers and accompanying documentation will become the property of Valleywise Health at the time offers are opened. Offers deemed to be non-responsive will be returned to the Offeror.
- 3.4 Interested offerors may download the complete solicitation and any/all associated from [Open Solicitations | Valleywise Health](#) Internet access is available at all public libraries. It is the Offeror's sole responsibility to check the website and verify all required information is accurately completed and submitted with their offer. Valleywise Health shall not be held responsible or liable for offerors failing to submit all required information with their offer.

4. PREPARATION OF BID


- 4.1 All forms listed as attachments (separate documents), all addenda must be completed, signed as applicable and submitted with your offer **along with the bid bond**. It is permissible to copy forms, if necessary, but **absolutely no changes to the documents shall be allowed**. Any/All modifications of your offer shall be initialed by the authorized person signing the offer. No offer shall be altered, amended or withdrawn after the specified bid due date and time. Valleywise Health is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.
- 4.2 Any submission of an alternate term or condition with your offer may result in rejection of your offer. This solicitation is deemed to be thorough and complete to meet Valleywise Health's needs.
- 4.3 It is the responsibility of all offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
 - A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - B. Study and carefully correlate Offeror's knowledge and observations with the IFB document and other related data.
 - C. Promptly notify Valleywise Health of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the IFB document and such other related documents.

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- 4.4 Valleywise Health does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of Valleywise Health and will not be returned.
- 4.5 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offer submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than the minimums specified are not responsive and should not be submitted.
- 4.6 Bid responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for Valleywise Health's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. Valleywise Health will be the sole judge as to the acceptability of alternate products offered.
- 4.7 If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a bid, a written request for modification must be received by the Valleywise Health Contract Specialist by the time and date stated for inquiries. All request received after that time and date will not be given consideration. Valleywise Health may issue an addendum to this solicitation of any approved specification changes.
- 4.8 Prices shall be submitted on a per hourly basis by line item. Hourly rates are to be fully burdened rates. (The fully burdened labor rate refers to the company's total cost of paying a worker beyond the base salary or wages. Typically, this includes overheads like benefits, taxes, paid time off, training, travel, and equipment, etc.).

5. SUBMISSION OF OFFER

- 5.1 Reference the bid due date on the cover page and page seven (7).
- 5.2 Required Bid Format
To assist in the evaluation process, all offers should follow the same format. **Offers in any other format may be considered informal and may be rejected.**

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- Table of Contents
- Offer and Acceptance (Attachment A)
- Vendor Questionnaire (Attachment B)
- Authorization to Submit Bid and Required Certifications (Attachment C)
- Professional References (Attachment D)
- Bidder's Pricing (Attachment E)
- Provisions and Stated Exceptions to Scope of Services and Bid Requirements (Attachment F)
- Proprietary and/or Confidential Information (Attachment G)
- Acceptance of Payment from CRMC via Credit Card (Attachment H)
- Contractors Handbook (Attachment I)
- All Signed Addenda(s) to this IFB
- Technical and Descriptive Sales Literature (if required)
- Licenses, Certifications, Bonds, Insurance, Letter from Bonding Company, etc. (if required).

5.3 Offer and Acceptance (Attachment A)

Must be accurately completed and signed by a person authorized to make a binding offer for their organization. The signed document must be included in the submission.

5.4 Vendor Questionnaire (Attachment B)

Proposers must accurately complete the information requested.

5.6 Authorization to submit bid and required certifications (Attachment C)

Must accurately provide the information requested in Attachment C.


5.7 Professional References (Attachment D)

Bidders must use the format provided in Attachment D for Professional References. Bidders are to supply references (all information provide must be accurate) from at least Three (3) companies or organizations for which they provide similar services.

5.8 Pricing (Attachment E)

Attachment E is to be used by the Bidder to specify their proposed pricing. By completing the Bidder's pricing, the Bidder is submitting its firm offer.

5.9 Provisions and Stated Exceptions to Scope of Services and Bid Requirements (Attachment F) The Bidder shall clearly identify any exceptions to the Scope of Services and Bid

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Requirements using Attachment F. This is the only means for bidders to state exceptions to the Scope of Services and Bid Requirements in their Bid. **Exceptions raised at a later time or in any other location within their Bid, will not be considered in any negotiations and could subject the Bid to non-award on grounds of non-responsiveness.**

5.10 Proprietary and/or Confidential Information (Attachment G)

Attachment G must be verified and signed by a person authorized to make a binding offer for their organization. Pricing shall not be considered confidential.

Any information that is deemed proprietary and/or confidential by a bidder must be clearly identified as such PRICING CANNOT BE CONSIDERED PROPRIETARY. The Bidder shall submit justification for any information designated as proprietary and/or confidential in nature. Final determinations of nondisclosure, however, rest with the Procurement Officer.

Valleywise Health will not be held accountable if material from offers is obtained by parties other than Valleywise Health without the written consent of the Bidder. If bidder checks both boxes, no information will be considered proprietary.

5.11 Acceptance of payment from CRMC via credit card (Attachment H)

Attachment H must be completed and signed by a person authorized to make a binding offer for their organization.

5.12 Contractors Handbook (Attachment I)

Attachment I – The cover sheet must be signed by a person authorized to make a binding offer for their organization


5.13 Include bid bond in the amount of \$2,500.00 (10%)

5.14 Include copies of all required licenses, certifications, Osha DART (days away, restricted or transferred) rating etc.

IT IS NOT NECESSARY TO INCLUDE THE DOCUMENTS IN THE EXHIBITS WITH YOUR OFFER. THEY ARE BEING PROVIDED FOR INFORMATIONAL PURPOSES ONLY RELATED TO THIS SOLICITATION.

5.15 (Exhibit A) Payment and Performance Bonds

Contractors shall provide a bid bond with their offer and a payment bond if they receive a contract award; Exhibit A are the proper forms to use.

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5.16 **(Exhibit B) Procurement Code.**-A copy of the procurement code is include as reference if needed.

5.17 **Signed Addenda**

It is the Bidder's obligation to assure that they have received and reviewed all Addenda issued. Bidders must include a signed copy of each Addenda cover page issued in relation to this IFB within their Bid. Bidders who fail to submit all signed Addenda may be deemed non-responsive and may be rejected. Addenda returned to Valleywise Health separately from the Bid will not be accepted. Any/All Addenda to this solicitation will be posted on the Valleywise Health Web Site under the Solicitation number.


6. BIDDER'S INQUIRIES

6.1 All questions related to the content and requirements of this solicitation must be submitted to Mary Hammer, via email at Mary.Hammer@Valleywisehealth.org, by the due date and time stated for inquires on the cover page and page seven (7). Direct contact with any Valleywise Health personnel, associates, Valleywise Health employee's etc., other than the Contracting Specialist is not allowed beginning with the issuance of this document through contract award. Failure to comply with this requirement can and will cause disqualification of offer without exception. Firms already performing services for Valleywise Health, are only allowed to discuss their current project for completion of services under existing contracts.

7. ~~PRE-OFFER CONFERENCE (No pre-offer conference will be held)~~

7.1. ~~A Pre Offer Conference (if scheduled) will be held at the time and place indicated in the solicitation's 'Pre-Bid Conference' field, attendance is not required. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of Valleywise Health's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to Valleywise Health at the conference. Valleywise Health will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.~~

7.2. ~~Person with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting Valleywise Health Contracts Management Office. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.~~

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8. ADDENDA

- 8.1 Valleywise Health shall not be responsible for any oral instructions made by any employees or officers of Valleywise Health in regard to the solicitation, addenda, terms and conditions, instructions, and/or all other contract documents. All changes will be in the form of a written addendum. The offeror shall acknowledge receipt of any/all addendum by signing and returning the cover page for each amendment document with the bid submittal.

9. CERTIFICATION

- 9.1 By signature in the offer section of the Offer and Acceptance page, offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

10. WITHDRAWAL OF OFFER


- 10.1 At any time prior to the solicitation due date and time, an offeror (or designated representative) may submit an email withdrawing their bid, the request must be received from the duly authorized company representative.

11. BID RECEIVED


- 11.1 The names of the Companies/Individuals/Firms that submitted a bid by the due date and time will be posted on the Valleywise Health Contracts Management website at: [Bid and Award Tabulations | Valleywise Health](#). Posting the names of the Companies/Individuals/Firms does not imply responsiveness or responsibility.

12. Responsibility, Responsiveness and Susceptibility of Contract Award:

- 12.1. In accordance with Valleywise Health HS-303, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the offeror's responsiveness and susceptibility for contract award.

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- 12.1.1. Whether the Offeror has had a previous contract with Valleywise Health within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract.
- 12.1.2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references, or action taken by the Arizona Registrar of Contractors.
- 12.1.3. Whether the Offeror is legally qualified to contract with Valleywise Health and the Offeror's financial, business, personnel, or other resources, including subcontractors.
- 12.1.3.1. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 12.1.4. Whether the Offeror promptly supplied all requested information concerning its responsibility.
- 12.1.5. Whether the Offer was sufficient to permit evaluation by Valleywise Health, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, and any other data specifically requested in the Solicitation.
- 12.1.6. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference.
- 12.1.7. Whether the Offer limits the rights of Valleywise Health.
- 12.1.8. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon Valleywise Health necessary for successful Contract performance.

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Valleywise Health shall be the sole determiner as to the reasonableness of a condition.

12.1.9. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,

12.1.10. Whether the Offeror provides misleading or inaccurate information.

12.1.11 Valleywise Health reserves the right to request additional documentation from the offeror.


13. AWARD OF CONTRACT(S)

13.1 Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible offeror(s) who are regularly established and properly licensed in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by Valleywise Health include (but are not limited to):

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts.
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.

13.2 Notwithstanding any other provision of this solicitation, Valleywise Health reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation when Valleywise Health Contracts Management determines that it is in its best interest to do so (4) make an award to more than one offeror if in the best interest of Valleywise Health to do so.

13.3 A response to a solicitation is an offer to contract with Valleywise Health based upon the terms, conditions, and specifications contained in Valleywise Health solicitation. Offers do not become contracts until they are executed by the authorized Valleywise Health representative. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the

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procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

14. RIGHTS OF Valleywise Health

- 14.1 Valleywise Health reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest that is disclosed by the bid submitted or any other data available to Valleywise Health. This disqualification is at the sole discretion of Valleywise Health. Any offeror submitting a bid herein waives any right to object now or at any future time, before anybody, agency court or board.

15. PROTEST PROCESS

- 15.1 Valleywise Health believes that it can best maintain its reputation for treating suppliers 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 you feel that we have fallen short of these goals, you may submit a protest pursuant to the Maricopa County Special Health Care District procurement procedures, section HS-705 (A) (3), in particular section HS-705-(3).


Protests should be directed to:

Christopher Melton
Director of Procurement and Contracts Management
Valleywise Health
2601 E. Pierce Street,
Phoenix, AZ 85008


Please note that Valleywise Health takes protests very seriously, **Frivolous protests will not result in gain for your firm.**

16. CONTRACT DOCUMENT CONSOLIDATION

- 16.1 At its sole option, following any contract award(s) Valleywise Health may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operations; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

	<p align="center"> GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER \$25,000.00- REQUIREMENTS CONTRACT INVITATION FOR BID SECTION II INSTRUCTIONS </p>	<p align="center">90-25-374-IFB</p>
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- 16.2 Contract Implementation Meetings. Upon award, the Contractor may be required to participate in meetings for the successful implementation of the contract. Meetings (if any) will be at the discretion of Valleywise Health. The Contractor will be notified in advance of any meeting's time, frequency for future meetings (if any), and locations to ensure all appropriate Valleywise Health's and Contractor's staff and representatives attend. Valleywise Health reserves the right to decline conference call attendance or participation. Contractors staff shall be responsible to take meeting notes and issue a draft meeting summary no later than 48 hours after conference, if no modifications are made on the part of Valleywise Health within 48 hours the contractor shall issue a final meeting summary.

	<p style="text-align: center;">GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER \$25,000.00- REQUIREMENTS CONTRACT INVITATION FOR BID SECTION III GENERAL PROVISIONS</p>	<p style="text-align: center;">90-25-374-IFB</p>
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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

1.1 For purposes of this solicitation, the following definitions shall apply

Attachment means any item the Solicitation requires the Offeror to submit as part of the Offer.

Shall, Will, Must, means a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should means something that is recommended but not mandatory. If the offeror fails to provide recommended information, Valleywise Health may, at its sole option, ask the offeror to provide the information or evaluate the offer without the information.

May means something that is not mandatory but permissible.

Acceptable Invoice (Invoice) means an invoice that may be processed to adjudication without obtaining additional information from the Contractor or provider of service or from a third party, but it does not include invoices under investigation for fraud or abuse.

Back Order means an order or item that cannot be currently filled or shipped, but is requested nonetheless for when the item becomes available again.


Bid means any contractor, vendor, person or firm submitting a competitive bid, offer, quote or proposal in response to a solicitation such as a Request for Quote (RFQ), Invitation for Bid (IFB), Request for Qualifications (RFQ) or Request for Proposal.

Bidder means any contractor, vendor, person or firm submitting a competitive bid in response to a solicitation such as a Request for Quote (RFQ), Invitation for Bid (IFB), Request for Qualifications (RFQ) or Request for Proposal.

Broker, Packager means a firm that is not a manufacturer or regular dealer as defined Manufacturer's Representative, herein and whose role is limited to that of an extra participant.

Jobber means a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.

CEO means the Chief Executive Officer of Valleywise Health or his/her designee.

	<p style="text-align: center;">GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER \$25,000.00- REQUIREMENTS CONTRACT INVITATION FOR BID SECTION III GENERAL PROVISIONS</p>	<p style="text-align: center;">90-25-374-IFB</p>
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Comprehensive Health Center (CHC) means the Family Health Center, located on the Valleywise Health Medical Center campus, which provides outpatient primary and specialty care services.

Contract means this document and all its Agreements and amendments, including where applicable, contractors/respondents' quotation.

Contract/Agreement means the legal agreement executed between Valleywise Health and the Contractor.

Contract Amendment means a written document signed by an authorized agent of Valleywise Health that is issued for the purpose of making changes in the Contract.

Contract Representative Valleywise Health employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract

Contractor means any person who has a Contract with Valleywise Health.

Days means calendar days unless otherwise specified.


Deeming Authority means the authority granted to an accreditation organization by CMS in accordance with Section 1865 of the Social Security Act.

Department means any Department of Valleywise Health.

Desert Vista means the stand-alone mental health facility located at 570 West Brown Road, Mesa, Arizona 85207, owned and operated by Valleywise Health.

Employer means any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor.

Exhibit means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

	<p align="center">GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER \$25,000.00- REQUIREMENTS CONTRACT INVITATION FOR BID SECTION III GENERAL PROVISIONS</p>	<p align="center">90-25-374-IFB</p>
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Family Healthcare Centers (FHC) means one or more of the 12 facilities listed below:

Avondale FHC 950 East Van Buren Avondale, AZ 85323 Phone: (623) 344-6800	Chandler FHC 811 South Hamilton Chandler, AZ 85225 Phone: (480) 344-6100	Comprehensive Health Ctr. 2525 East Roosevelt Street Phoenix, AZ 85008 Phone: (602) 344-5407
Valleywise Community Health Center- West Maryvale 7808 W. Thomas Rd. Phoenix, AZ. 85033	South Central FHC 33 West Tamarisk Avenue Phoenix, AZ 85041	Guadalupe FHC 5825 East Calle Guadalupe Guadalupe, AZ 85283
Valleywise Behavioral Health Center- Maryvale 5102 w. Campbell Ave. Phoenix, AZ. 85031	Valleywise Emergency- Maryvale 5102 W. Campbell Ave. Phoenix, AZ. 85031	Valleywise Health Medical Center 2601 E. Roosevelt St. Phoenix AZ. 85008
Valleywise Community Health Center- South Phoenix/Laveen 5650 S. 35 th Avenue Phoenix, AZ. 85041	Valleywise Community Health Center-North Phoenix, 2025 W. Northern Ave., Phoenix, AZ. 85021	Valleywise Community Health Center-Mesa 950 E. Main St., Mesa, AZ. 85203
Valleywise Community Health Center- McDowell 1101 N. Central Venue Suite 204 Phoenix, AZ. 85004	Valleywise Behavioral Health Center-Phoenix 2619 E. Pierce St., Phoenix, AZ. 85008	Valleywise Behavioral Health Center-Mesa 570 W. Brown Rd., Mesa, AZ. 85201

Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. It includes any act that constitutes fraud under applicable state or federal law.

Gratuity means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Grievance means a complaint concerning an adverse action, decision, or policy by Contractor, its subcontractor, non-contracted provider, Valleywise Health, presented by an individual or entity.

	<p style="text-align: center;">GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER \$25,000.00- REQUIREMENTS CONTRACT INVITATION FOR BID SECTION III GENERAL PROVISIONS</p>	<p style="text-align: center;">90-25-374-IFB</p>
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HIPAA means the Health Insurance Portability and Accountability Act of 1996 (PL 104-191) and the United States Department of Health and Human Services (DHHS) final regulations on “Privacy Standards for Individually Identifiable Health Information”, as amended and clarified from time to time.

Valleywise Health means Valleywise Health Medical Center, the Comprehensive Healthcare Center (CHC), Desert Vista, the Family Healthcare Centers (FHCs), the Valleywise Health Urgent Care Clinic and any other health care related facility owned or operated by Valleywise Health. Valleywise Health is synonymous with the Maricopa County Special Health Care District.

Manufacturer means a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.

Valleywise Health Medical Center means the hospital component of Valleywise Health located at 2601 East Roosevelt, Phoenix, Arizona 85008.

Materials means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

Valleywise Health means Valleywise Health that executes the Contract.


Valleywise Health FISCAL YEAR means the period beginning with July 1 and ending June 30.

Valleywise Health Urgent Care Clinic (UCC) means the Urgent Care Clinic located at 1201 S. 7th Avenue, Phoenix, Arizona 85007.

Offer means any contractor, vendor, person or firm, etc., submitting a competitive bid, offer, quote or proposal in response to a solicitation such as a Request for Quote (RFQ), Invitation for Bid (IFB), Request for Qualifications (RFQ) or Request for Proposal.

Offeror means any contractor, vendor, person or firm submitting a competitive bid in response to a solicitation such as a Request for Quote (RFQ), Invitation for Bid (IFB), Request for Qualifications (RFQ) or Request for Proposal.

Packing Slip means a shipping list, packing list, waybill, packing slip (also known as a bill of parcel, unpacking note, packaging slip, (delivery) docket, delivery list, manifest or customer receipt), is a shipping document that accompanies delivery packages, usually inside an attached shipping pouch or inside the package itself.

	<p style="text-align: center;">GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER \$25,000.00- REQUIREMENTS CONTRACT INVITATION FOR BID SECTION III GENERAL PROVISIONS</p>	<p style="text-align: center;">90-25-374-IFB</p>
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Patient means any individual who is provided health care at an Valleywise Health owned, operated or contracted health care facility or by a Valleywise Health contracted provider.

Payer means any party other than Valleywise Health and Contractor who is obligated to make payments to Valleywise Health and/or the Contractor pursuant to a contract or standards of participation for the provision of health care services.

Payer Contract means an agreement between Valleywise Health and a Payer or funder, pursuant to which Valleywise Health agrees to provide or arrange to provide Covered Services to Members, Patients, or Beneficiaries.

Plan means a health benefits plan under which a Payer/Funder has contracted with Valleywise Health to provide or arrange to provide Covered Services to enrolled Members, Beneficiaries or Patients.

Procurement Officer means the person, or his or her designee, duly authorized by Valleywise Health to enter into and administer Contracts and make written determinations with respect to the Contract.

Regular Dealer means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

Services means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance but does not include employment agreements or collective bargaining agreements.


Solicitation means an Invitation for Bid (IFB) or Request for Quote (RFQ).

Subcontract means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

Subcontractor means one who enters into an agreement with and assumes some of the obligations of the primary Contractor.


Suppliers mean firms, entities or individuals furnishing goods or services directly to Valleywise Health.

Vendor means seller of goods or services.

	<p style="text-align: center;">GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER \$25,000.00- REQUIREMENTS CONTRACT INVITATION FOR BID SECTION III GENERAL PROVISIONS</p>	<p style="text-align: center;">90-25-374-IFB</p>
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2. LAWS, RULES AND REGULATIONS

- 2.1 This Contract and Contractor is subject to all state and federal laws, rules and regulations that pertain hereto, including OSHA statutes and regulations.
- 2.1.1 The Contractor warrants compliance with A.R.S. subsection § 41-4401, A.R.S. subsection § 23-214, the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to Valleywise Health upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under this Contract. I-9 forms are available for download at USCIS.GOV.
- 2.1.2 Valleywise Health may request verification of compliance for any Contractor or subcontractor performing work under this Contract. Should Valleywise Health suspect or find that the Contractor or any of its subcontractors are not in compliance, Valleywise Health may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 2.1.3 Contractor shall comply with Section 6032 of the Deficit Reduction Act of 2005, as amended, and Valleywise Health policies related to the detection of fraud, waste and abuse. The following documents are incorporated into this agreement by reference and available to Contractor via the links below. Contractor signifies receipt of the documents and agrees to comply with the requirements stipulated by federal law and Valleywise Health policy:
- A. The Valleywise Health False Claims Act policy is available at: [Privacy Policy | Valleywise Health](#)
 - B. Information about all Valleywise Health programs to detect and prevent fraud, waste and abuse is available at: [Privacy Policy | Valleywise Health](#) under the Compliance Policies and Information section.
- 2.1.4 The terms of this Contract shall be construed in accordance with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the appropriate municipality; any action thereon shall be brought in the appropriate court in the State of Arizona.

	<p align="center">GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER \$25,000.00- REQUIREMENTS CONTRACT INVITATION FOR BID SECTION III GENERAL PROVISIONS</p>	<p align="center">90-25-374-IFB</p>
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3 NO GUARANTEED VOLUME

- 3.1 Estimated Quantities or Dollar Amounts: Quantities and dollar amounts listed (if any) are Valleywise Health's best estimate and do not obligate Valleywise Health to order or accept more than Valleywise Health's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply Valleywise Health with its complete actual requirement for the contract period.

4. NON-EXCLUSIVE STATUS

- 4.1 Valleywise Health reserves the right to have the same or similar service provided by a vendor other than the Contractor. Contractor will not be obligated to render services exclusively on behalf of Valleywise Health or Patients; provided however, that such non-Valleywise Health activities do not hinder, impair or conflict with Contractor's ability to fully perform its obligations under this Contract.

5. IMPLIED CONTRACT TERMS:

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

6. ORGANIZATION – EMPLOYMENT DISCLAIMER


- 6.1 The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be Valleywise Health's employees and that no rights of Valleywise Health civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall save and hold Valleywise Health harmless with respect thereto.

7. SEVERABILITY

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

8. NON-WAIVER OF LIABILITY

- 8.1 Valleywise Health is a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby Valleywise Health agrees to limit in advance or waive any right Valleywise Health might have to recover actual lawful damages in any court of law under applicable Arizona law.

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9. PAROL EVIDENCE

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

10. CONTRACT ADMINISTRATION AND OPERATION


- 10.1 Records: All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by Valleywise Health for five years after completion of the contract. Such records will be produced at an office as designated by Valleywise Health.
- 10.1.1 Public Record: All offers submitted in response to this invitation shall become the property of Valleywise Health and become a matter of public record available for review pursuant to Arizona State law.
- 10.1.2 If an offeror believes that a specific section of its bid response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and Valleywise Health Procurement Division will review the material and make a determination.

11. ADVERTISING

- 11.1 Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Valleywise Health Director of Purchasing and Contracts Management.

12. CONFIDENTIALITY AND DATA SECURITY

- 12.1 All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Agreement is confidential, proprietary information owned by Valleywise Health. Except as specifically provided in this Agreement, the Contractor and its subcontractors shall not disclose data generated in the performance of the service to any third person without the prior written consent of Valleywise Health Manager, or his/her designee. Personal identifying information, financial account information, or restricted Valleywise Health information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or passwords protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

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- 12.1.1 When personal identifying information, financial account information, or restricted Valleywise Health information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.
- 12.1.2 In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the appropriate Valleywise Health Contracts Specialist immediately. Contractor agrees to reimburse Valleywise Health for any/all costs incurred by Valleywise Health to investigate potential breaches of this data and where applicable, the cost of notifying individuals who may be impacted by the breach.
- 12.1.3 Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.
- 12.1.4 The obligations of Contractor under this section shall survive the termination of this Agreement.

13. NON-DISCRIMINATION

- 13.1 The Contractor shall not in any way discriminate against any Patient on the grounds of race, color, religion, sex, national origin, age, disability, health status and genetics, political affiliation or belief. The Contractor shall include a clause to this effect in all its pertinent subcontracts. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

14. EQUAL EMPLOYMENT OPPORTUNITY

- 14.1 The Contractor will not discriminate against and shall take positive action to ensure that discrimination does not occur regarding any employee or applicant for employment because of race, color, religion, sex national origin, age, disability, or political affiliation. Employment discrimination includes harassment because of an individual's race, color, religion, sex, national origin, age or disability. The Contractor will, to the extent such provisions apply, comply with the Equal Pay Act of 1963; Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; the Immigration Reform and Control Act (IRCA) of 1986; and Arizona Executive Order 2009-09 and Federal Order 11246, which mandates that all persons shall have equal access to employment opportunities. Furthermore, Contractor shall not violate any local, state, or federal law, rule or regulation prohibiting discrimination in employment.

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15. LICENSES AND PERMITS

- 15.1 Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

16. EXCLUSIVE POSSESSION

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

17. OWNERSHIP OF INTELLECTUAL PROPERTY

- 17.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and Valleywise Health shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of Valleywise Health requesting the issuance of this contract shall own (for and on behalf of Valleywise Health) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify Valleywise Health, within thirty (30) days of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in Valleywise Health and shall take no affirmative action's that might have the effect of vesting all or part of the Intellectual Property in any entity other than Valleywise Health. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of Valleywise Health. If by operation of law, the Intellectual Property is not owned in its entirety by Valleywise Health automatically upon its creation, then Contractor agrees to assign and hereby assigns to Valleywise Health the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as Valleywise Health may reasonably request.

17.1.1 It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.


18. COSTS AND PAYMENTS

18.1 PAYMENT TERMS

Valleywise Health shall make every effort to process payment for the purchase of material or services within 45 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the bid.

18.1.1 LATE SUBMISSION OF CLAIM BY CONTRACTOR

Valleywise Health will not honor any invoices or claims which are tendered six (6) months after the last item of the account accrued.

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18.1.2 DISCOUNTS

Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

18.1.3 NO ADVANCE PAYMENTS

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

18.1.4 FUND APPROPRIATION CONTINGENCY

The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and Valleywise Health herein recognize that the continuation of any contract after the close of any given fiscal year of Valleywise Health, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of Valleywise Health providing for or covering such contract item as an expenditure therein. Valleywise Health does not represent that said budget item will be actually approved, said determination being the determination of Valleywise Health Board at the time of the adoption of the budget.

18.1.5 MAXIMUM PRICES

Valleywise Health shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Offeror certifies, by signing this bid that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Offeror shall promptly notify Valleywise Health of such price reductions.

19. F.O.B. POINT


- 19.1 All prices are to be quoted F.O.B. destination (includes inside deliveries) delivered, unless otherwise specified elsewhere in this solicitation. Contractor shall not assume loading docks are available and Valleywise Health shall not be charged unloading, handling or delivery fees of any kind.

20. CONTRACT CHANGES

20.1 CONTRACT AMENDMENTS

Contracts shall be modified only by a written contract amendment signed by the authorized Valleywise Health representative and persons duly authorized to enter into contracts on behalf of the Contractor.

- 20.2 **ASSIGNMENT - DELEGATION** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without prior written permission of Valleywise Health, and no delegation of any duty of Contractor shall be made without prior written permission of Valleywise Health, which may be withheld for good cause. Any assignment or delegation made in violation of

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this section may result in immediate termination of contract without penalty to Valleywise Health.

21. NON-EXCLUSIVE CONTRACT:

21.1 Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Valleywise Health. Valleywise Health reserves the right to obtain like goods or services from another source when necessary.

22. COOPERATIVE PURCHASING

22.1 Valleywise Health has entered into Cooperative Purchasing arrangements with the State of Arizona and the Strategic Alliance for Volume Expenditures (\$AVE). \$AVE includes many Phoenix metropolitan area municipalities and K-12 unified school districts. With the concurrence of the successful Bidder under this solicitation, any eligible political subdivision, school district or other governmental jurisdiction that is a participant in a Cooperative Purchasing arrangement in which Valleywise Health is also a participant, may utilize the services of a contract resulting from a solicitation issued by Valleywise Health. In the absence of a statement to the contrary, Valleywise Health will assume that a Bidder does wish to grant access to any contract that may result from this solicitation.

23. COOPERATION WITH OTHER CONTRACTORS AND SUBCONTRACTORS

23.1 Contractor shall fully cooperate with other Valleywise Health contractors and subcontractors and carefully plan and perform its own work to accommodate the work of other Valleywise Health contractors. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor, with the exception of those necessary to protect Patients, employees and visitors from danger.


24. SAFEGUARDING OF CONFIDENTIAL AND PRIVILEGED PATIENT INFORMATION

24.1 Valleywise Health and Contractor shall safeguard confidential and privileged Patient information i.e., medical, financial and patient specific information, and shall only disclose such information in accordance with all applicable federal, state and local laws, rules, and/or regulations, including HIPAA. The use or disclosure by any party of any information concerning a Patient served under this Contract or any other applicable Payer Contract is directly limited to services under this Contract subject to applicable federal, state and local laws, rules and/or regulations. Contractor's obligation to maintain the confidentiality of all medical, financial and patient specific information shall exist after termination or expiration of this Contract. Contractor shall assist Valleywise Health with regard to Valleywise Health's obligation to comply with HIPAA.

25. SUPPLY AND OWNERSHIP OF INFORMATION

25.1 Each party shall supply to the other party, upon request, any available information that is relevant to this Contract or any other applicable Payer Contract and to the performance of the parties hereunder.

25.1.1 Subject to applicable state and federal laws, rules and regulations, including without limitation those concerning confidentiality of Patient records, Valleywise Health shall have shared ownership rights to such records whether housed by Contractor or Valleywise Health

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and the shared right to inspect, reproduce, duplicate, distribute, display, disclose and otherwise use all records, reports, information, data and material prepared by the Contractor in performance of the Contract.

26. TAX AND INSURANCE OBLIGATIONS

- 26.1 Contractor assumes sole and exclusive responsibility for payment of any state and federal income taxes, federal social security taxes, worker's and unemployment insurance benefits for its physicians, staff, agents and employees as well as any and all other mandatory governmental deductions or obligations; in addition, Contractor assumes sole and exclusive responsibility for any pension or retirement program(s) for its staff, agents or employees whether required by law or not; in connection with the obligations contained in this paragraph, Contractor shall indemnify, defend and hold harmless Valleywise Health for any and all liability which Valleywise Health may incur as a result of Contractor's failure to pay such taxes or any such financial responsibility, as well as Valleywise Health' liability for any such taxes or mandatory governmental obligations.

27. RETENTION AND ADEQUACY OF RECORDS

- 27.1 The Contractor agrees to retain all financial books, records, and other documents pertaining to this Contract or any other applicable Payer Contract for at least six years after final payment or until six years after the resolution of any audit questions or disputes. Valleywise Health, state or federal auditors and any other persons duly authorized by Valleywise Health shall have full access to, and the right to examine, copy and make use of any and all said materials. The Contractor's record system will provide accurate, timely, complete, organized and legible information.


28. CONTRACT COMPLIANCE MONITORING

- 28.1 Valleywise Health shall monitor the Contractor's compliance with and performance under this Contract. On-site visits for compliance monitoring may be made by Valleywise Health, its designees and/or its Payer/Funder at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and copying for Valleywise Health' monitors, all records and accounts relating to the work performed or the services provided under this Contract or any other applicable Payer Contract. Upon request, the Contractor will investigate and respond in writing to appropriate Valleywise Health staff concerns within ten (10) calendar days of receipt or notification of a request.

28.1.1 If Valleywise Health needs the assistance or expertise of a private accounting, auditing, health care financing or contract compliance firm, and if Contractor and Valleywise Health agree in writing, they will equally share such expenses.

28.1.2 Contractor agrees to take timely corrective action to resolve any problem identified from monitoring findings.

28.1.3 Valleywise Health may change or add to these requirements, when applicable laws, rules and regulations are modified or created necessitating a change.

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29. AUDIT AND AUDIT DISALLOWANCE

29.1 Valleywise Health reserves the right to audit any financial records of the Contractor or any Subcontractor(s), which relate to the terms under this Contract including services and billings made to Valleywise Health. Such audits will be made at Valleywise Health' expense at a time and place convenient to the Contractor. If the Contractor desires to participate in the selection of the auditor, the Contractor must be willing to share equally in the costs.

29.1.1 Valleywise Health representatives displaying Valleywise Health identification shall have the right, during normal business hours, to enter the Contractor's facility for the purpose of examining records and related documents pertaining to services performed under this Contract or any other applicable Payer Contract and Contractor shall make available such records as requested.

29.1.2 If at any time it is determined by Valleywise Health that a service or commodity for which payment has been made is disallowed, Valleywise Health shall notify the Contractor in writing with the required course of action. It is at Valleywise Health' option to submit an invoice to Contractor for the amount, to adjust any future invoice submitted by the Contractor in the amount of the disallowance or to require repayment plus interest at the rate provided in A.R.S. § 44-1201 of the disallowed amount by the Contractor.

29.1.3 Contractor, upon written notice, shall reimburse Valleywise Health for any payments made under this Contract which are disallowed by a state, federal audit in the amount of the disallowance.


29.1.4 Should either party undertake court action concerning a disallowance, the prevailing party shall receive, as part of its remedy, compensation for reasonable attorney fees, costs, expenses and court costs'.

30. Valleywise Health RECOUPMENT RIGHTS

30.1 In addition to any other remedies set forth in this Contract, Valleywise Health has the right to recoup, offset or withhold from Contractor any monies that Contractor has received but not yet provided the services, or where such monies should not have been provided to Contractor under the terms of this Contract or any other Payer Contract or where Valleywise Health is obligated to recoup under state or federal laws.

31. GENERAL INDEMNIFICATION

31.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Valleywise Health, its agents, representatives, officers, directors, officials and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs) relating to, arising out of, or alleged to have resulted from the Contractor's acts, errors, omissions or mistakes relating to any service provided by Contractor as well as any other activity of or by Contractor under the terms of this Contract or any other Payer Contracts that are incorporated into this Contract. Contractor's duty to hold harmless, defend

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- 31.2 and indemnify Valleywise Health, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense, including but not limited to those attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes or omissions related to any service or professional services as well as any other activity under the terms of this Contract, or any other contracts that are incorporated into this Contract, including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

In addition to the indemnification obligations set forth above, if the Contractor provides goods or services other than direct patient care services under this Contract, Contractor must provide for the defense and defend Valleywise Health in any actions referenced above.

- 31.1.2 Nothing in this Contract or any other contract(s) including Payer Contracts that are incorporated into this Contract may be construed as limiting the scope of the indemnification provisions contained in this Contract.

- 31.1.3 The provisions of this paragraph and the Contractor's indemnification obligation will survive beyond the expiration or termination of this Contract.

- 31.1.4 The provisions of this paragraph and the Contractor's indemnification obligation will survive beyond the expiration or termination of this Contract.


32. INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK

- 32.1 The Contractor shall indemnify and hold harmless Valleywise Health against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by Valleywise Health of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against Valleywise Health and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify Valleywise Health against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. Valleywise Health may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

33. INDEMNIFICATION: (COMMODITY PURCHASE – COMMODITY SHIPPED)

- 33.1 Contractor (Indemnitor) must indemnify, defend, save and hold harmless Valleywise Health and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners,

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officers, directors, agents, employees or subcontractors. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor waives all rights of subrogation against


- 33.1.1 Indemnitee for losses arising from the work performed by Contractor for Valleywise Health. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

34. INTELLECTUAL PROPERTY OWNERSHIP.

- 34.1 All Intellectual Property that Contractor or any of its employees, contractors, subcontractors or agents may make, conceive, discover, develop or create, either solely or jointly with any other person or persons including Valleywise Health, pursuant to or in connection with the contract ("**Contract IP**"), will be owned by Valleywise Health, and where applicable, all copyrightable works will be considered "**Work Made for Hire**" under the U.S. Copyright Act, 17 U.S.C. § 101, *et seq.* To the extent that any Contract IP is not, by operation of law, considered work made for hire for Valleywise Health (or if ownership of all rights therein does not otherwise vest exclusively in Valleywise Health and agents to so assign, without further consideration, to Valleywise Health all right, title and interest to all Contract IP. "**Intellectual Property**" means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Contractor will make full and prompt disclosure of the Contract IP to Valleywise Health. During and after the term hereof, Contractor will, and will cause its employees, contractors, subcontractors or agents, on request of Valleywise Health, to do such acts, and sign, and deliver all such instruments requested by Valleywise Health to vest in Valleywise Health the entire right, title and interest to the Contract IP, and to enable Valleywise Health to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at Valleywise Health's cost and expense, to cooperate with Valleywise Health in the protection and/or defense of the Contract IP and any litigation arising in connection therewith.

35. CONTRACTOR'S INTELLECTUAL PROPERTY OWNERSHIP RIGHTS

- 35.1 Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs Valleywise Health in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to Valleywise Health a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based

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on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to Valleywise Health in the course of performing the Services.

36. DATA OWNERSHIP

- 36.1 Valleywise Health will own, or retain all of its rights in, all data and information that Valleywise Health provides to Contractor, as well as all data managed by Contractor on behalf of Valleywise Health, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through Valleywise Health's or Contractor's use of the Services or Deliverables (collectively, the "Valleywise Health Data"). The Valleywise Health Data includes student data, metadata, and user content. The Valleywise Health Data shall be Valleywise Health's Intellectual Property and Contractor will treat it as Valleywise Health's confidential and proprietary information. Contractor shall not use, access, disclose, or license or provide to third parties, any Valleywise Health Data, or any materials derived therefrom, except: (i) for Contractor's internal, non-commercial purposes; (ii) to the extent necessary to fulfill Contractor's obligations to Valleywise Health hereunder, or; (iii) as authorized in writing by Valleywise Health. Without limiting the generality of the foregoing, Contractor may not use any Valleywise Health Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, Valleywise Health's prior written consent. Upon request by Valleywise Health, Contractor will deliver, destroy, and/or make available to Valleywise Health, any or all of the Valleywise Health Data.

37. INFORMATION SECURITY

- 37.1 All systems containing Valleywise Health Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed so they are in compliance or are consistent with Valleywise Health's policies and standards regarding data usage and information security. To diminish information security threats, Contractor will (either directly or through its third-party service providers) meet the following requirements:
- (a) **Access Control.** Control access to Valleywise Health's resources, including sensitive Valleywise Health Data, limiting access to legitimate business need based on an individual's job-related assignment. Access must be granted to individuals via unique user ids, and generic accounts are not permissible. Contractor will, or will cause the system owner to, approve and track access to ensure proper usage and accountability, and Contractor will maintain audit trails of activity related to access to Valleywise Health resources and make such information available to Valleywise Health for review, upon Valleywise Health's request.
 - (b) **Incident Reporting.** Valleywise Health Report information security incidents immediately to Valleywise Health (including those that involve information disclosure incidents, unauthorized disclosure of Valleywise Health Data, network intrusions, successful virus attacks and unauthorized access or modifications).
 - (c) **Off Shore.** Direct services under the contract will be performed within the borders of the United States. Any services that are described in the contract that directly serve Valleywise Health and may involve access to secure or sensitive Valleywise Health Data or personal client data or


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development or modification of software for Valleywise Health will be performed within the borders of the United States. Unless stated otherwise in the contract, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers and to all Valleywise Health Data.

- (d) **Patch Management.** Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of Valleywise Health. Updates and patch management must be deployed using an auditable process that can be reviewed by Valleywise Health upon Valleywise Health's request.
- (e) **Encryption.** All systems and devices that store, process or transmit sensitive Valleywise Health Data must meet the requirements defined by HHS to render unsecured PHI Unusable, Unreadable or Indecipherable to Unauthorized Individuals. Specifically data at rest must be encrypted in a manner consistent with NIST SP800-111 and data in motion must be encrypted in a manner consistent with one of the following standards: NIST SP800-52, NIST SP800-77 or FIPS 140-2.
- (f) **Notifications.** Notify Valleywise Health immediately if Contractor receives any kind of subpoena for or involving Valleywise Health Data, if any third-party requests Valleywise Health Data, or if Contractor has a change in the location or transmission of Valleywise Health Data. All notifications to Valleywise Health required in this Information Security paragraph will be sent to the Director, IT Security and Compliance at Valleywise Health in addition to any other notice addresses in the contract.
- (g) **Security Reviews.** Complete SSAE 16 or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review and approval by Valleywise Health upon Valleywise Health's request. Currently, no more than two (2) reviews per year are required.
- (h) **Scanning and Penetration Tests.** Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in the contract at regular intervals in accordance with industry standards and best practices. Contractor must correct weaknesses within a reasonable period of time, and Contractor must provide results of all tests to Valleywise Health upon Valleywise Health's request.
Valleywise Health reserves the right (either directly or through third party service providers) to scan and/or penetration test any purchased and/or leased software regardless of where it resides.
- (i) **Secure Development.** Use secure development and coding standards including a software development lifecycle that includes security code review and secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning as appropriate prior to releasing new software versions. Contractor will provide internal standards and procedures to Valleywise Health for review and approval upon Valleywise Health request.

38. ASSIST WITH DEFENSE IN LITIGATION

- 38.1 Contractor agrees to cooperate in the defense of lawsuits or other quasi-legal actions arising from work performed under this Contract or any other applicable Payer Contract. Cooperation may include, but not be limited to, participating in depositions, interpreting medical records, meeting with Valleywise Health Attorney staff, or other representatives of Valleywise Health.

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39. Use of Valleywise Health Property

39.1 The Contractor shall not use Valleywise Health premises, property (including equipment, instruments and supplies), or personnel for any purpose other than the performance of the duties under this Contract.

39.1.1 Contractor will be responsible for any damages to Valleywise Health property when such property is the responsibility of or in the custody of the Contractor, his employees or subcontractors.

40. SEVERABILITY

40.1 Any provision of this Contract, which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

41. NO WAIVER OF STRICT COMPLIANCE

41.1 Acceptance by Valleywise Health of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations.

42. PROHIBITION AGAINST LOBBYING

42.1 Pursuant to P.L.101-121 (31 U.S.C.§1352) recipients of federal contracts, grants, loans, or cooperative agreements are prohibited from using appropriated funds to pay anyone to influence or attempt to influence Congress, or an executive agency, in connection with any federal grant, contract or loan.


42.1.1 Contractor shall not use, directly or indirectly, any of the monies received pursuant to the terms of this Contract for purposes of lobbying, influencing, or attempting to influence, any governmental entity, public official or member of any state, county, district or local governmental entity, with regard to any grant, contract or loan.

43. QUALITY MANAGEMENT

43.1 Contractor shall fully cooperate with Valleywise Health to fulfill any quality management program requirements undertaken by Valleywise Health or required by the Centers for Medicare and Medicaid Services (CMS), AHCCCS/ALTCS, Arizona Department of Health Services (ADHS), and all other regulatory or accrediting bodies, including but not limited to those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS, that pertain to services provided under this Contract.

44. CERTIFICATION OF COST AND PRICING DATA

44.1 The Contractor certifies that, to the best of its knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or mutually agreed upon date. The price(s) may be adjusted to exclude any amounts by which Valleywise Health finds that the price was increased because the Contractor furnished cost or pricing data that was inaccurate, incomplete or not current as of the date of certification. The Contractor has a continuing duty to report to Valleywise Health that the price was increased because the cost or pricing data was

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44.2 inaccurate, incomplete or not current as off the date of certification. The certifying of cost or pricing data does not apply when federal or state law or regulations set contract rates.

44.2.1 Where applicable, the Subcontractor's rate shall not exceed that of the Contractor's rate, as bid in the pricing sections, unless the Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to Valleywise Health, without mark-up. A copy of the Subcontractor's invoice must accompany the Contractor's invoice.

45. USE OF CONTRACTOR'S NAME, SYMBOLS AND SERVICE MARKS

45.1 Valleywise Health may utilize Contractor's name as one of its Contractors or vendors in its marketing literature. Use of the Contractor's name for any other purpose requires Contractor's prior approval.

45.1.1 While each party agrees to permit the other to use that party's address, photograph, telephone number, and description of services in its regulatory documentation or for marketing purposes, neither party may use the other party's name, symbols or trademarks, nor any proprietary information without prior written approval of the other party.

46. NO THIRD-PARTY BENEFICIARY RIGHTS

46.1 The obligation of each party under this Contract is intended to solely benefit the other party. No other person shall be a third-party beneficiary of this Contract, nor have any rights under this Contract.

47. ADJUSTMENTS TO CONTRACT TERM AND PRICE


47.1 Requests for change in Contract terms, including price adjustments, shall be submitted by Contractor 120 days prior to the expiration date. Any increase in the cost of service or price, must be mutually acceptable to Valleywise Health and the Contractor and be incorporated into this Contract by amendment.

48. AUTHORIZED CHANGES:

48.1 Valleywise Health reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on Valleywise Health unless evidenced in writing and approved by the authorized Valleywise Health representative prior to the institution of the change.

49. ASSIGNMENTS

49.1 Neither this Contract, nor any portion thereof, may be assigned to another party by Contractor without the written consent of Valleywise Health. Any attempt by the Contractor to assign any portion of this Contract without the written consent of Valleywise Health shall constitute a breach of this Contract, and may render this Contract null and void.

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49.1.1 No assignment shall alter the Contractor’s legal responsibility to Valleywise Health to assure that all of the provisions under this Contract are carried out. All terms and conditions in this Contract shall be included in all of the Contractor’s assignments.

49.1.2 Valleywise Health may, upon 90 days prior written notice, and without the consent of the other party hereto, assign this Contract.

50. DISPUTES

50.1 Except as otherwise provided by law, any dispute arising under this Contract shall be submitted to the Dispute Process as specified in the applicable Valleywise Health Procurement Code, Article 7 as amended from time to time.

51. NON-DISCRIMINATION


51.1 The Contractor shall not in any way discriminate against any Patient on the grounds of race, color, religion, sex, national origin, age, disability, health status and genetics, political affiliation or belief. The Contractor shall include a clause to this effect in all its pertinent subcontracts. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

52. EQUAL EMPLOYMENT OPPORTUNITY

52.1 The Contractor will not discriminate against and shall take positive action to ensure that discrimination does not occur regarding any employee or applicant for employment because of race, color, religion, sex national origin, age, disability, or political affiliation. Employment discrimination includes harassment because of an individual’s race, color, religion, sex, national origin, age or disability. The Contractor will, to the extent such provisions apply, comply with the Equal Pay Act of 1963; Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; the Immigration Reform and Control Act (IRCA) of 1986; and Arizona Executive Order 2009-09 and Federal Order 11246, which mandates that all persons shall have equal access to employment opportunities. Furthermore, Contractor shall not violate any local, state, or federal law, rule or regulation prohibiting discrimination in employment.

53. COVENANT AGAINST CONTINGENT FEES

53.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Valleywise Health shall have the right to terminate this Contract without liability and at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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54. INDEPENDENT CONTRACTOR STATUS AND NON-LIABILITY

54.1 The Contractor is an Independent Contractor in the performance of all work and the provision of all services under this Contract and is not to be considered an officer, employee, or agent of Valleywise Health.

54.1.1 This Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Contract.

54.1.2 Valleywise Health and its officers and employees shall not be liable for any act or omission by the Contractor occurring in the performance under this Contract or any other applicable Payer Contract, nor shall Valleywise Health be liable for purchases or contracts made by the Contractor in anticipation of funding hereunder.

55. DEFAULT

55.1 In case of default by the offeror, Valleywise Health may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or all other remedies as provided by law.

56. AVAILABILITY OF FUNDS


56.1 The provisions under this Contract or any other applicable Payer Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to Valleywise Health for disbursement. The CEO shall be the sole judge and authority in determining the availability of funds and Valleywise Health shall keep the Contractor fully informed as to the availability of funds.

57. CONTRACTOR'S CONDUCT

57.1 Contractor will not engage in any conduct, activities, business or professional arrangements that jeopardize this Contract or Contractor's performance, obligations or duties under this Contract.

58. Valleywise Health WEAPONS POLICY

58.1 Valleywise Health prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of Valleywise Health or its affiliated or related entities, in all Valleywise Health facilities, in all Valleywise Health vehicles, and at all Valleywise Health or Valleywise Health-affiliate sponsored events and activities, except as provided in § 12-781 of the *Arizona Revised Statutes* or unless written permission is given by the Phoenix Police Department and Maricopa County Sheriff's Department. Notification by contractors to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of contractor (Contractor Parties) of this policy is a condition and requirement of the contract. Contractor further agrees to enforce this contractual requirement against all Contractor Parties.

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59. TOBACCO FREE

59.1 Valleywise Health recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Therefore all tobacco is prohibited on Valleywise Health property, facilities, grounds, parking structures, Valleywise Health-owned vehicles and structures owned or leased by Valleywise Health.

60. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD.


60.1 For e-commerce business and/or credit card transactions, Contractor will comply with the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Contractor must at all times during the term of the contract be in compliance with the then current standard for Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS) for hardware, and Contractor will provide attestation of compliance to Valleywise Health annually. The technical solution must include the following:

- (a) Contractor maintains its own network operating on its own dedicated infrastructure. Contractor's network includes a firewall that includes access control rules that separate Contractor's PCI network from Valleywise Health and that restricts any communication between Contractor's network devices and Valleywise Health systems.
- (b) Contractor treats Valleywise Health network as an untrusted network and encrypts all cardholder data traversing Valleywise Health network using industry standard encryption algorithms.
- (c) A system where Valleywise Health has no ability to decrypt cardholder data Point-to-Point Encryption (P2PE).
- (d) Devices must be SRED (secure reading and exchange of data) and PTS 3.x compliant. EMV compliance is required by October 1, 2015.
- (e) Near Field Communication (NFC) contactless payment capability using Europay, Mastercard and Visa (EMV) Tokens and P2PE for payments from mobile devices.

61. RIGHT OF CANCELLATION PER A.R.S. § 38-511

61.1 The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

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61.1.1 Additionally, pursuant to A.R.S. § 38-511 Valleywise Health may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of Valleywise Health from any other party to the Contract arising as the result of the Contract.

62. CONTRACT TERMINATION

62.1 TERMINATION

A. Termination For Convenience

Either party may terminate this Contract, or any part thereof, at any time with **90** days' notice in writing to the other party. This provision does not preclude Valleywise Health from terminating the Contract sooner under other applicable provisions of this Contract. Notifications may be sent via email.


B. Termination by Mutual Agreement

This Contract, or any part thereof, may be terminated by mutual written agreement of the parties specifying the termination date therein. Notifications may be sent via email.

C. Termination for Cause

Valleywise Health may terminate this Contract for cause upon 14 calendar day's written notice (notifications may be sent via email) to the Contractor. Such cause may include, but not be limited to, the following:

- (1) Breach of this Contract which is not corrected within 14 calendar days after written cure notice thereof, emailed, served by certified or registered mail, return receipt requested.
- (2) Professional misconduct as determined by Valleywise Health's Medical Staff in accordance with the Valleywise Health's Medical Staff Bylaws or Rules and Regulations.
- (3) Continual neglect of duty or violation of Valleywise Health's Policies or Valleywise Health's Medical Staff Bylaws or Rules and Regulations.
- (4) Inability to discharge the duties and responsibility under this Contract for a continual period of 14 calendar days or more.
- (5) In the opinion of Valleywise Health, Contractor provides personnel who do not meet the requirements of the contract.
- (6) Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract.
- (7) Contractor attempts to impose on Valleywise Health personnel or materials, products or workmanship, which is of an unacceptable quality.
- (8) Contractor fails to furnish the required service and/or product within the time stipulated
- (9) Contractor fails to make progress in the performance of the requirements of the contract and/or give Valleywise Health a positive indication that Contractor will not or cannot perform to the requirements of the contract.

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D. Immediate Termination

- (1) Valleywise Health may terminate this Contract immediately when the life, health or safety of a Patient, Beneficiary, Valleywise Health employee or Valleywise Health Contracted employee is jeopardized by the activities or in-activities of Contractor.
- (2) Valleywise Health may also terminate this Contract immediately, with notice to the Contractor, upon the occurrence of any of the following events:
 - a. Loss, restriction or suspension of Contractor's license, certification or other authority essential to its ability to perform its obligations under this Contract,
 - b. Insolvency, dissolution or bankruptcy of the Contractor. Notifications may be sent out via email.

E. Termination - Availability of Funds


If any action is taken by Valleywise Health, federal department, or any other agency, payer or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract or any other applicable Payer Contract, Valleywise Health may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, Valleywise Health shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Contract or any other applicable Payer Contract. Valleywise Health shall give written notice at least 10 days in advance of the effective date of any suspension, amendment, or termination under this section. Notifications may be sent out via email.

- F. Such notice shall be given by personal delivery or by registered or certified mail. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

- G. If this Contract is terminated on the basis of Paragraph(s) 62. A, B, or D, the provisions of Paragraph 50, Disputes, do not apply (Notification may be sent out via email to Contractor).

- H. Valleywise Health shall have the right to immediately terminate the contract at any time in the event Contractor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business. Notice of termination will be emailed to Contractor.

- I. Title to all materials, work-in-process and completed but undeliverable goods, will pass to Valleywise Health after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit Valleywise Health to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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63. RISK OF LOSS AND LIABILITY

63.1 TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to Valleywise Health until Valleywise Health actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

63.1.1 ACCEPTANCE

All material or service is subject to final inspection and acceptance by Valleywise Health. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

63.1.2 FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

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


63.1.4 LOSS OF MATERIALS

Valleywise Health does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

63.1.5 DAMAGE TO Valleywise Health PROPERTY

Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of Valleywise Health at no cost to Valleywise Health.

63.1.6 Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish matching existing

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material as approved by Valleywise Health at Contractor's expense.

64. WARRANTIES

64.1 GUARANTEE

Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by Valleywise Health against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to Valleywise Health except where it be shown that the defect was caused by misuse and not by faulty design.

64.1.1 QUALITY

Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which Valleywise Health intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to Valleywise Health, its successors, and assigns.

64.1.2 RESPONSIBILITY FOR CORRECTION


It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give Valleywise Health first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, Valleywise Health has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by Valleywise Health.

65. LIENS

65.1 Contractor shall hold Valleywise Health harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before Valleywise Health will make payment.

66. QUALITY STANDARDS OF MATERIAL AND SERVICES

66.1 If desired by Valleywise Health, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by Valleywise Health to

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determine that the material(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the offeror.

67. REPAIR AND REPLACEMENT PARTS

67.1 Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturers (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.

68. WORKMANSHIP

68.1 Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

69. Valleywise Health's CONTRACTUAL RIGHTS

69.1 RIGHT TO ASSURANCE

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

69.1.1 NON-EXCLUSIVE REMEDIES

The rights and remedies of Valleywise Health under this Contract are non-exclusive.


69.1.2 STOP WORK ORDER

Valleywise Health may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by Valleywise Health after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

69.1.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contract Specialist shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

69.1.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH

Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will

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impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

69.1.4 ON TIME DELIVERY:

Because Valleywise Health is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Offeror.

69.1.5 COVENANT AGAINST CONTINGENT FEES

Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, Valleywise Health shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

70. COST JUSTIFICATION

70.1 In the event only one response is received, Valleywise Health may require that the offeror submit a cost proposal in sufficient detail for Valleywise Health to perform a cost/price analysis to determine if the bid price is fair and reasonable.

71. WORK PRODUCT, EQUIPMENT AND MATERIALS


71.1 All work product, equipment, or materials created or purchased under this contract belongs to Valleywise Health and must be delivered to Valleywise Health at Valleywise Health's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to Valleywise Health all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

72. STRICT PERFORMANCE:

72.1 Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

73. OFFEROR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

73.1 The Offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by Valleywise Health. At the request of Valleywise Health representatives, the offeror shall provide Valleywise Health:

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☐ Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.

A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.

73.1.1 Valleywise Health further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

74. COMPLIANCE WITH LAWS

74.1 Contractor agrees to fully observe and comply with all applicable 69.1 Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by Valleywise Health. Contractor agrees to permit Valleywise Health inspection of Contractor's business records, including personnel records to verify any such compliance.

74.1.1 Because the Contractor will be acting as an independent contractor, Valleywise Health assumes no responsibility for the Contractor's acts.

75. LAWFUL PRESENCE REQUIREMENT


75.1 Pursuant to A.R.S. §§ 1-501, Valleywise Health is prohibited from awarding a contract to any natural person who cannot established that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a Valleywise Health-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, Valleywise Health will offer the award to the next-highest responsive and responsible bidder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

76. AIR POLLUTION

76.1 In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, Valleywise Health formally requests that all products used in the performance of any contract that results from this solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.

77. ENERGY STAR

77.1 Arizona requires that we purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, we will select your competitor's product as meeting specifications and deem your product as not meeting specifications. See HB 2324, chaptered as Chapter 114, 46th Legislature, 1st Regular Session, amending A.R.S. 34-451.


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1. ORDER OF PRECEDENCE

- 1.1 In the event of a conflict in the provisions of the Contract, as accepted by Valleywise Health and as they may be amended, the following shall prevail in the order set forth below:
- A. Special terms and conditions
 - B. General Provisions/Standard terms and conditions
 - C. Statement or scope of work
 - D. Specifications
 - E. Attachments
 - F. Exhibits
 - G. Instructions to Offerors
 - H. Other documents referenced or included in the Invitation for Bid

2. IMMUNIZATION REQUIREMENTS

- A. **Contractors who provide direct patient care at Valleywise Health facilities or who will be working on or in a Valleywise Health Facility:** At the time the Contractor initially reports to work at any Valleywise Health facility, that person shall present to Valleywise Health designee evidence as follows:
- 1) proof of immunity or immunization in compliance with current Valleywise Health immunization requirements or a signed declination statement.
 - 2) All employees or subcontractors of the Contractor who fail to provide such evidence will not be permitted to work in patient care areas.
- B. **Contractors who do not provide direct patient care but may come in contact with patients at any Valleywise Health facility:** Contractor shall ensure that its employees, agents, and subcontractors meet minimum health standards. Upon request, the Contractor shall provide Valleywise Health with a current health status report (within the past 12 months) for each of its employees, agents and subcontractors who have worked in a Valleywise Health facility. The health status report shall include, without limitation,
- 1) proof of immunity or immunization in compliance with Valleywise Health immunization requirements or a declination statement
 - 2) date of last complete physical exam
- C. **Contractors who have potential occupational exposure to known or suspected Valleywise Health TB patients:** Contractors who are assigned to work where they may have potential occupational exposure to Valleywise Health patients with known or suspected infectious tuberculosis will have been evaluated, fit tested, educated and provided with a NIOSH approved particulate respirator, or protective devise consistent with state and federal regulatory standards by the Contractor. Each Contractor employee and subcontractors will bring their own TB particulate respirator or other protective device with them when assigned to work with Valleywise Health patients.

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- D. Valleywise Health will provide, if the Contractor elects, the option to use the Valleywise Health Employee Health Services Department to receive immunizations necessary to satisfy Valleywise Health requirements at the then current posted Valleywise Health fee schedule. Rates are subject to change annually and are established by Valleywise Health on the First of July each year and will be provided to the Contractor upon request.

2.1.2 Contractor Qualifications:


- 2.1.2.1 ***Have successfully performed tenant improvement/construction work successfully within a hospital environment for a minimum of one year, work must have been performed within the past five years, work must be verifiable.***
- 2.1.2.2 ***Contractor must have a minimum of three (3) year successful experience in providing the services as stated within the SOW under the same company name;***
- 2.1.2.3 Be properly licensed by the Arizona Registrar of Contractors (AROC) for the areas of interest prior to submitting their bid.
- 2.1.2.4 At Contractor's expense, possess and retain in force without any violations, complaints, or suspensions prior to or during the term of this contract, all licenses, and certifications, or fees and comply with all federal, state and local laws, statutes, ordinances, rules, and regulations. Be responsible to determine which licenses (if any) are required for each specific service.
- 2.1.2.5 Licenses must be in good standings
- 2.1.2.6 Be knowledgeable of and comply with building codes and obtain appropriate permits as necessary;
- 2.1.2.7 Comply with State, County, City, Medical and municipal facilities requirements for security, background checks and fingerprinting; and
- 2.1.2.8 Meet Federal, State and local standards for quality, health, and occupational safety requirements for performing maintenance and/or repairs in the food service facilities.
- 2.1.2.9 Parts/Materials: Valleywise Health will reimburse for parts and materials at Contractor's actual cost a maximum of plus **4%**.
- 2.1.2.10 If Contractor currently has or has held any Valleywise Health contract or a Contract with another similar type of Medical Facility, the contract must be or have been in good standings.
- 2.1.2.11 Contractors whose bonding company had to be contacted to complete any type of project are not susceptible for award; Valleywise Health maintains the right to reach out to Contractor's bonding company to verify.

2.1.3 Contractors Requirements:

- 2.1.3.1 All service work performed by Contractor shall be to a professional standard, performed in a neat and workmanship manner, meeting all required hospital, state and municipal building codes, and susceptible to Valleywise Health Project Managers inspection and approval. Documentation, through an audit and feedback system of contract administration shall be used in this contract, by Valleywise Health.

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- 2.1.3.2 Any permits (if required) by local municipal authorities shall be obtained by the Contractor for all time and materials and project work. Cost shall be paid by the Contractor and invoiced to Valleywise Health with not to exceed 4% mark-up administrative cost.
- 2.1.3.3 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.
- 2.1.3.4 The Contractor shall make necessary repairs to in such a manner that does not damage Valleywise Health property. In the event damage occurs to Valleywise Health property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to Valleywise Health. If damage caused by the Contractor has to be repaired or replaced by Valleywise Health, the cost of such work shall be deducted from the monies due the Contractor.
- 2.1.3.5 The Contractor shall ensure all trash generated by work performed (either repairs or retrofitting) shall be removed from the site. Additionally, the Contractor will ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the job. Such disturbances may include, but not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. If an inspection reveals that the Contractor fails to clean up after work has been performed, Valleywise Health will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor still fail to clean the area, Valleywise Health reserves the right to make other arrangements to have the area cleaned and Valleywise Health shall deduct the cost from the Contractor's invoicing.
- 2.1.3.6 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by Valleywise Health and be given one day to correct the work. Labor for all re-work will be at no cost to Valleywise Health.
- 2.1.3.7 A background check may be a requirement for all employees of Contractor's staff providing services to Valleywise Health, background checks shall be at the Contractor's expense.
- 2.1.3.8 Employees of the Contractor:


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No one except authorized employees of the Contractor is allowed on the premises of Valleywise Health. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

- 2.1.3.9 Report any work-related deficiencies immediately in writing on a service report with recommendations for rectifying such deficiencies.
- 2.1.3.10 Once repair measures have been approved and authorized by Valleywise Health, the Contractor shall commence work as soon as possible thereafter.
- 2.1.3.11 Notify Valleywise Health Project Manager when finished so that repairs/work can be tested for proper operation.
 - A. Contractor shall not have any disputed engagements with any client where Contractor personnel are providing resources.
 - B. Contractor and its personnel shall not be on any restricted status with any other organization for providing any current resources.
- 2.1.3.12 Provide written service reports detailing all repairs or service work done the site at the completion of the work. The service reports shall include:
 - 2.1.3.12.1 Arrival and departure times of every person on the job,
 - 2.1.3.12.2 Date(s) work is performed,
 - 2.1.3.12.3 Location of work,
 - 2.1.3.12.4 Ensure that employees are certified to perform the work as may be required.
 - 2.1.3.12.5 Contractor must have enough qualified employees who possess the technical expertise and certifications necessary to service Valleywise Health within the time lines stated herein.

3. GENERAL REQUIREMENTS


- 3.1. When working on-site, contractor and contractor's staff shall follow all Valleywise Health policies, procedures, and standards including, but not limited to:
 - a. No smoking, eating, drinking except in designated areas
 - b. Sign-in and present positive identification
 - c. Interact cordially and professionally with Valleywise Health employees and the public
 - d. Park in assigned locations
- 3.1.1 Invoices for services performed must include Building Name, Address, and work performed (no partial/progress payment will be made).

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- 3.1.2 Contractor shall maintain books, records, documents and all other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's office for the purpose of inspection, audit, and copying during normal business hours by Valleywise Health, or any of its authorized representatives. Such records shall be retained for 1 year after the completion/termination of this contract. Contractor shall also provide all documentation to Valleywise Health at the completion/termination of this contract within 72 hours after notification by an authorized Valleywise Health representative.
- 3.1.4 Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 3.1.5 When workers are finished for the day; all tools will be accounted for by the worker.
- 3.1.6 It is essential that construction operation remove all debris from the site
- 3.1.7 Anything of unusual nature as loss of key, identification cards, tools, piping, etc., shall be reported immediately to Appropriate Valleywise Health Administrator.
- 3.1.8 In the event that work requires the description of plumbing, electrical power, etc., needs to be repaired, the Valleywise Health Facility point of contact must receive at least Seventy-Two (72) hours advance notice in order not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be complete at night during a time when the institution's routine will not be interfered with.

4. PRICE

- 4.1 All rates submitted shall be firm and fixed for the initial one (1) year contract period. Thereafter, adjustments will be considered **annually** provided the adjustments are submitted in writing with thirty (30) days advance notice. Requests must be accompanied with written documentation supporting the request for price changes such as the current Bureau of Land Management rates. Mark-up percentage will not change through the life of the contract. Other price changes are restricted to the specifications stated in the solicitation and the contract. Valleywise Health will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than Valleywise Health Contract Specialist in the form of a contract amendment are invalid. The contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless the price increase was specifically approved in writing through an authorized Valleywise Health Contract Amendment.
- 4.2 **No minimum dollar amount is allowed under this contract.**

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5. AWARD


- 5.1 Valleywise Health reserves the right to award this contract in whole or in part to one or more contractors. Submittals without individual item prices listed will be considered as non-responsive and rejected.
If a contractor bids on some line items, they will only be able to perform the work for those line items.

6. INCORPORATION BY REFERENCE

- 6.1 All pricing, methods, procedures, techniques, etc. to be employed by the Contractor in performance of this Contract shall be as set forth in the quote submitted.
- 6.1.1 Nothing prohibits the addition of supplemental services, not identified in this Contract and deemed necessary by Valleywise Health and agreed to by the Contractor.

7. METHOD OF ORDERING (PURCHASE ORDERS)

- 7.1 Issuance of written purchase order(s) by the Procurement Division. Contractor shall deliver items and/or services only upon receipt of a written purchase order issued by the Procurement Division. All Contractor invoices and packing/delivery tickets must include Valleywise Health of purchase order and contract number. The contractor understands and accepts that the terms and conditions of this contract are incorporated into all purchase orders and no request of counter terms written on invoices, packing slips, etc., by the vendor for any purchase shall not be accepted.
- 7.1.1 Contractor SHALL NOT ACCEPT ANY CHANGES AND/OR REVISIONS TO THE PURCHASE ORDER BY ANY PERSON(S) OTHER THAN AN AUTHORIZED BUYER WITHIN THE Valleywise Health PURCHASING DEPARTMENT. Failure to comply with this contractual requirement shall result in 1. Item being considered an “overage” reference Paragraph 14, “Overage in Shipment” and contractor shall immediately be responsible to issue a pick up ticket for item. Valleywise Health is not liable for any items not ordered by an authorized purchasing representative of Valleywise Health.
- 7.1.2 All terms and conditions regardless if stated on the individual purchase orders placed against the contract are the terms and conditions stated within this contract document.
- 7.1.3 Blanket Order: Valleywise Health “Blanket Orders” releases issued by Valleywise Health Purchasing will specify the contact name and phone number of the individual(s) authorized to place orders against the “BPO”. Only those persons listed are authorized to place orders against the BPO. Valleywise Health Purchasing is an authorized to make any changes/revisions to any/all Blanket Orders.

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8. PACKING SLIPS MUST CONTAIN THE FOLLOWING INFORMATION (at a minimum) / (if applicable)

Company Name
Company Address
Company Phone Number
Company Contact Person
Contact persons Email Address
Valleywise Health PO Number:
Individual who placed the order along with contact information for that individual
Date order was placed
Quantities Ordered, Quantities Shipped, Unit of Issue, Product Number, Description
Any back ordered Items

Any “Drop Ship” orders MUST display the information shown above, no exceptions will be made.

All distributors shall be held accountable to provide the above listed packing slip information to the Mfg., etc., for all orders to include “drop ship” orders. Orders which do not contain all packing slip information may be refused or considered an error (reference paragraph 8), or Valleywise Health may also keep the merchandise at no charge without penalty.

9. CONTRACTOR TO PACKAGE GOODS (if applicable)

9.1 Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with the following: (a) Contractor's name and address; (b) Valleywise Health department's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes . Contractor shall bear cost of packaging unless Contractor receives pre-approval in writing by an authorized purchasing agent of Valleywise Health. This letter must expressly state that Valleywise Health agrees to pay a specific fee to the Contractor for packaging.

10. SHIPMENT UNDER RESERVATION PROHIBITED (if applicable)


10.1 Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods

11. BACK ORDERS: (if applicable)

11.1 Valleywise Health shall have the right to cancel and reorder from another contractor without penalty.

12. LOCAL PRESENCE (if applicable)

12.1 It is desirable for the contractor to have a local (Metropolitan Phoenix) stocked distribution center that accepts will call orders. Any additional fees associated with a will call order must be stated and agreed upon at the time order is placed.

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13. EMERGENCY ORDERS (if applicable)

- 13.1 Contractor must be able to accept and expedite all emergency orders. This may include but is not limited to will call, same day and overnight shipments.

14. OVERAGE IN SHIPMENT (if applicable)

- 14.1 If contractor ships any overages it shall be the contractors' responsibility to arrange and pay for pick up and shipping of the overage within three calendar days after notification from Valleywise Health. If contractor fails to pick up any/all overages Valleywise Health has the right to:

- Charge Contractor Storage fees of not less than \$10.00 but not more than \$300.00 per calendar day for the first 30 calendar days.
 - a. Storage costs are \$10 per pallet per day to upwards of \$25 per pallet per day
- If contractor fails to pick up item(s) within 30 calendar days, product may be destroyed by Valleywise Health without penalty.
- Keep overage at no cost or penalty to Valleywise Health. Contractor shall be responsible to pay all fees' associated with destruction.

- 14.1.2 Valleywise Health shall not be held liable for any/all loss or damages incurred to overage while in their possession.

- 14.1.3 All fees may be deducted from invoices.

15. RESTOCKING FEE'S (if applicable)


- 15.1 Any/all restocking fee's must be stated at the time request for return.

~~16. Valleywise Health INVENTORY:~~

- ~~16.1 Valleywise Health has a stocking warehouse that houses commonly used items throughout the facilities. Valleywise Health shall only accept items that have a minimum shelf life of no less than 12 months from date of receipt. Any product received that does not meet this requirement will be returned without any penalty and/or restocking fees.~~

17. COMPENSATION (if applicable)

- A. Subject to the availability of funds, Valleywise Health will, within 45 days from the date of receipt of an acceptable invoice, process and remit to the Contractor, a warrant for payment. Should Valleywise Health make disallowance in the invoice, the invoice shall be processed for the reduced amount. Contractor shall be notified in writing of the amount and reasons for any disallowances and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit an invoice for payment. Contractor will direct all invoice inquiries to the Accounts Payable Department at (602) 344-8405. If the Contractor does not understand or disputes the findings of the Accounts Payable Department, or if the Contractor

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does not believe that there has been a fair resolution of the issue, they may initiate the Disputes process in accordance with the Disputes clause of this Contract.

- B. The Contractor understands and agrees that Valleywise Health will not honor any invoice submitted beyond the allowable time frame. Initial invoices for payment must be submitted within six months after date of service. Invoices must be resubmitted no more than 60 days after the date of service. Contractor understands and agrees that Valleywise Health will not process any invoice for payment for services rendered prior to the Contract expiration date, which are submitted 60 days after the Contract expiration date without approval of the Chief Financial Officer.

18. METHOD OF PAYMENT

- 18.1 Payment to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period. Invoices must contain the agreement number or bid number under which the contract is awarded.


18.1.2 PAYMENTS

Partial payments are not authorized on individual written contract order release number issued. Payment will be made upon final delivery and acceptance of all supplies or services ordered on each contract order release number issued against the agreement.

- A. Contractor will provide separate invoices and mail to:
ap@ValleywiseHealth.org
- B. Invoices must consist of the following information:
- Contractor's name
 - Contractor's remit to address
 - Contractor contact Name, telephone number and email address
 - Contract Number
 - Purchase Order Number
 - Federal Tax ID number
 - Date(s) of service
 - Total charge
 - Itemized listing of services (if applicable)
 - Itemized listing of commodities, Product Number, Unit of Issue, Quantities, Unit Price, and Total Price.

18.2 PAYMENT USING COMMERCE BANK CREDIT CARD

If credit card payment is acceptable, Valleywise Health agrees to pay contractor within 5 days of receipt of acceptance of delivery.

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19. OPTION FOR ADDITIONAL QUANTITIES AND PRODUCTS (if applicable)

- 19.1 Valleywise Health anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual quantities or specific items that will be purchased under this contract. The District reserves the right to add or delete services associated with this solicitation, and the subsequent contract(s), as needed by the District

20. OPTION TO EXTEND

- 20.1 The contract is scheduled for award for the initial term of three (3) years with the option to extend for additional periods up to a maximum contract term of five (5) years.

21. DELIVERY TIME (if applicable)


- 21.1 All deliveries shall be made Monday through Friday, excluding Valleywise Health holidays, between during the hours of 8:00 A.M. – 3:00 P.M., local Arizona time. The contractor shall be responsible for any/all “reshipment/redelivery fees”.

22. SUBSTITUTION OF SPECIFIED ITEMS

- 22.1 Whenever in the specifications any item or process is requested or specified by manufacturer name, proprietary name or patent, such specifications shall be used for the purpose of facilitating descriptions of the item or process and shall be followed by the words “or equal.” The Offeror may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of Valleywise Health, equal in every respect to the specifications then the Offeror must furnish the item or material with one that in, the opinion of Valleywise Health, is equal.

23. LICENSES AND PERMITS

- 23.1 If required by law for the operation of the business or work related to this Bid, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.
- A. The Contractor shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker’s compensation. Contractor shall pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself current and fully informed of existing and future federal, state, and local laws, ordinances and regulations, which in any manner affect the fulfillment of this Contract and shall comply with the same.
- 23.1.2 The Contractor and Contractor’s employees must not be under any sanctions, restrictions or provisional status from any applicable federal or state licensing/certifying/ credentialing agency, including but not limited to those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS.


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24. SUBCONTRACTS

- 24.1 No subcontract alters the Contractor's legal responsibility to Valleywise Health to assure that all of the provisions under this Contract are carried out. All terms and conditions in this Contract shall be included in all of the Contractor's subcontracts.
- 24.1.1 Contractor may enter into Subcontractor agreements with qualified vendors or with professional corporations. All such subcontracts are subject to the review and prior approval of Valleywise Health.
- 24.1.2 Contractor agrees that it is liable and responsible for any act or omission by the Subcontractor, its employees, agents, officers and representatives, occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on Valleywise Health property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Subcontractor's performance of this Contract. Contractor shall bear the above stated liability for all consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by Valleywise Health to enforce this provision, even in absence of its own negligence, unless Valleywise Health actions caused the loss or damage.
- 24.1.3 If Contractor is a professional corporation, professional limited liability company, partnership or other association, Contractor shall obligate in writing each of its shareholders, members, partners or professional employees who may perform services under this Contract, to comply with all of the terms and conditions of this Contract.
- 24.1.4 Valleywise Health may require the termination of any subcontract or Subcontractor for the reasons set forth in Termination.

25. AMENDMENTS

- 25.1 All Amendments to this Contract must be in writing and signed by both parties, except as otherwise provided in this paragraph.
- 25.1.1 When Valleywise Health issues an amendment, the Contractor shall sign and return the required number of original copies of the amendment. The provisions of such amendment will be deemed to have been accepted 60 days after the date of mailing by Valleywise Health even if the amendment has not been signed by the Contractor, unless within that time the Contractor notifies Valleywise Health in writing that it refuses to sign the amendment. If the Contractor provides such notification, Valleywise Health will initiate a Dispute or Termination proceeding, as appropriate.
- 25.1.2 Valleywise Health may, by written amendment, make changes within the general scope of this Contract. If any such amendment causes an increase or decrease in the cost of, or the time

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required for, performance of any part of the work under this Contract, the Contractor or Valleywise Health may assert its right to an equitable adjustment in compensation paid under this Contract. The Contractor or Valleywise Health must assert its right to such adjustment within 30 days from the date of receipt of the change notice.


- 25.1.3 Valleywise Health may suspend, modify or terminate this Contract in whole or in part, immediately upon written notice to Contractor in the event of a non-performance of stated objectives or any other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Valleywise Health reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame or in the contractually prescribed manner.

26. INSURANCE REQUIREMENTS


- 26.1 Contractor must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims which may arise from or in connection with the purchase and or use of the commodity. These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Valleywise Health in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase such additional insurance as may be determined necessary. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

27. INSURANCE PROVISIONS AND REQUIRED COVERAGE, TERM AND TERMINATIONS

- A. **General.** The Contractor 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 VII^l, or approved unlicensed by the State of Arizona Department of Insurance.
- B. **Additional Insured.** The insurance coverage, except Workers’ Compensation, required by this Contract, shall name Valleywise Health, its agents, representatives, officers, directors, officials and employees as Additional Insured.
- C. **Duration of Coverage.** All insurance required herein shall be maintained in full force and effect during the term of this Contract and until all work or services required to be performed under this Contract has been satisfactorily completed and formally accepted by Valleywise Health. Thereafter, the insurance and indemnification provisions contained in this Contract will extend beyond the termination date of this Contract.

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- D. **Tail Coverage.** In the event any insurance policy or policies required by this Contract are written on a “claims made” basis, Contractor shall obtain coverage for at least two years beyond the termination of this Contract based on availability of such coverage and reasonableness of cost.
- E. **Claim Reporting.** Any failure to comply with the claim reporting provisions of Contractor’s policies or any breach of a policy warranty shall not affect Contractor’s obligations or coverage afforded under the policies to protect Valleywise Health.
- F. **Waiver (Subrogation).** The policies 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 Contractor’s work or service.
- G. **Deductible/Retention.** Contractor’s policies may provide coverage, which contain deductibles or self-insured retentions. The Contractor 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, Contractor shall, upon request, furnish Valleywise Health with Certificates of Insurance, or formal endorsements evidencing that the required policies and/or coverage are in full force and effect during term of this Contract and where relevant, thereafter. All Certificates of Insurance shall be identified with this Contract number and title.
- I. **Cancellation and Expiration Notice.** Insurance required by the terms of this Contract 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.** Contractor’s insurance shall be the primary insurance under the terms of this Contract as respects Valleywise Health for any acts of Contractor; any insurance or self-insurance program maintained by Valleywise Health shall not contribute to or be excess of Contractor’s insurance obligations for its negligent acts hereunder.
- L. **Types of Coverage Required.** Contractor is required to procure and maintain the following coverage’s indicated by a checkmark:

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- ☒ 1. **Commercial General Liability.** Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$3,000,000 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 Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor'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 Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- ☐ 4. **Professional Liability.** Professional Liability insurance (for health care, and health care related services) which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 for all (aggregate) claims.
- ☐ 5. **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 Contractor due to, but not limited to, internal and external theft, mismanagement, misuse, or inappropriate disclosure of electronic data, including protected health information as defined under HIPAA, or other technology errors or business interruptions related to the above listed coverage's, with limits of no less than \$1,000,000 (or up to \$5,000,000 based on exposure risk) for each claim and \$3,000,000 (or up to \$15,000,000 based on exposure risk) in the aggregate.
- ☐ 6. **Directors and Officers Liability Coverage.** Directors and Officer Liability, with coverage limits at levels that are customary in the community for group medical practices.
- ☐ 7. **HIPAA and cyber-security breach insurance. Security, Privacy, Data Breach Insurance.** Contractor shall maintain security, privacy, and data breach insurance (including coverages for HIPAA violations) in the amount of no less than \$5,000,000. in the aggregate per year. Upon request, Contractor shall furnish the District with certificate(s) from the insurance carriers (or from contractor's Risk Management Office if issued by governmental unit) evidencing such coverage including a provision of thirty (30) days' notice of cancellation or nonrenewal of coverage.

27.1 NOTICE OF CANCELLATION

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Valleywise Health, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be emailed or hand delivered or sent by certified mail to Valleywise Health Contracts Management, 2601 E. Pierce St. Phoenix, Arizona 85008; emailed to: the appropriate Contract Specialist. **ACCEPTABILITY OF INSURERS:**

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Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. Valleywise Health in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

27.1.2 VERIFICATION OF COVERAGE

Contractor must furnish Valleywise Health with certificates of insurance (ACORD form or equivalent approved by Valleywise Health) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

27.1.3 All certificates and any required 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. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract shall be sent directly to Valleywise Health Contract Specialist Address, 2611 E. Pierce St. 2nd Floor, Phoenix, AZ. 85008 Valleywise Health project/contract number and project description are to be noted on the certificate of insurance. Valleywise Health reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

28. ----- APPROVAL

28.1 Any modification or variation from the insurance requirements in this Contract must have prior approval from Valleywise Health Contracts Management, whose decision shall be final. Such action will require a formal contract amendment.

29. BONDS

29.1 Bid Bond (Required with the submittal of the bid)

All submitted bids must be accompanied by a Bid Bond in an amount of \$2,500.00 which is equal to ten (10%) percent of the required performance bond. The bid bond company may use their standard bid bond form to issue the bid bond.


29.2 Performance Bond

Contractor shall obtain, at its own expense, a performance bond in the amount of \$25,000.00 as required by A.R.S. § 34-222 **within 7 workdays after notification of intent to award**. Contractor warrants that performance bonds fully comply with A.R.S. § 34-222.


The \$25,000.00 performance bond will be required (form provided) for the entire term of any resultant contract.

30. VENDORMATE REGISTRATION

All vendors are required to register in Valleywise Health’s Vendor Portal, create a company profile, and supply company-level data for authentication and credentialing by Valleywise Health’s third-

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party partner, Green Security. Vendor registration allows Valleywise Health to access your company's data to process payments in a timely manner, ensure compliance with internal controls and regulatory requirements, and review accurate and complete vendor information to maintain ongoing relationships. During the term of the agreement, Contractor agrees to register in Valleywise Health's Vendor Portal at www.GreensecurityLLC.com and is responsible for the annual registration fee payable to Green Security. Fees may vary based on your company's risk profile. Failure to register and maintain a current registration will prevent issuance of payment for any product or service rendered. Representatives of Contractor that require onsite access to Valleywise Health's facilities may be required to fulfill additional requirements and pay additional fees for more extensive authentication and credentialing.

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1. SPECIFICATIONS/SCOPE OF WORK REQUIREMENTS

1.1 SERVICE GOAL

Valleywise Health invites sealed offers from qualified contractors to provide all labor, supervision, materials, replacement parts, supplies, tools, transportation, equipment and incidentals required to provide comprehensive General Maintenance & Repair for Valleywise Health owned **and/or maintained** facilities and properties. There are various disciplines required by this contract. Prospective contractors can bid on any or all of the disciplines. It is anticipated that this contract will result in multiple awards.

Valleywise Health reserves the right to add additional contractors, at Valleywise Health's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy Valleywise Health's needs or to ensure adequate competition on any project. This contract will be used to provide non-complex general alteration/repair work; no work under this contract will involve design.


Services will be required on an as/if-needed basis. The contractor receive a task order from the Valleywise Health Project Manager and the contractor will issue a firm fixed price quote using the rates provided in the "Pricing section" along with all materials needed, price of materials and 4% upcharge on materials only. If the contractor omits an item that will be needed, the contractor is not authorized to submit a revised quote or change order for the inclusion of material, service, etc.

1.2 BACKGROUND AND PURPOSE

Valleywise Health occasionally has small jobs suitable for handyman, light construction or, minor tenant Improvement work and desires a fast and efficient method for bringing on Contractors to perform the work. This contract would allow Valleywise Health Facilities Management to go directly to a Contractor to perform a project, without requiring additional steps or paperwork.

1.3 PURPOSE

Valleywise Health seeks to create contracts with companies, to provide on-call handyman, light construction or, minor tenant Improvement work as needed by Valleywise Health. Valleywise Health can call the contractors when small jobs are needed, where each specific project shall not exceed \$25,000 in value (absolutely no project can be fragmented into two smaller projects to avoid exceeding the \$25,000 limit). Valleywise Health Project Managers may request quotes from one or more of the contractors on any/all single project(s). Contractors will provide quotes using the rates listed within in the contract.

	<p align="center">GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER \$25,000.00- REQUIREMENTS CONTRACT INVITATION FOR BID SECTION V SCOPE OF WORK</p>	<p align="center">90-25-374-IFB</p>
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2. SCOPE OF SERVICES

2.1 GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES INCLUDES BUT IS NOT LIMITED TO:

APPLIANCE SERVICE TECHNICIAN	GLAZIER JOURNEYMAN
CARPENTER JOURNEYMAN	HVAC TECHNICIAN
CARPENTER JOURNEYMAN	HVAC TECHNICIAN JOURNEYMAN
CEMENT MASON	INSULATION INSTALLER
CEMENT MASON JOURNEYMAN	INSULATION INSTALLER JOURNEYMAN
CLEAN UP	IRONWORKER
DRYWALL	IRONWORKER JOURNEYMAN
DRYWALL JOURNEYMAN	JOINER
ELECTRICIAN	PAINTER
ELECTRICIAN JOURNEYMAN	PAINTER JOURNEYMAN
EQUIPMENT OPERATOR	PIPEFITTER
FENCING & GATES REPAIR CHAIN-LINK	PIPEFITTER JOURNEYMAN
FENCING & GATES REPAIR CHAIN-LINK JOURNEYMAN	PLASTERER
FINISH CARPENTRY	PLASTERER JOURNEYMAN
FINISH CARPENTRY JOURNEYMAN	PLUMBER
FRAMER	PLUMBER JOURNEYMAN
FRAMER JOURNEYMAN	SITE MANAGER
GARAGE DOOR TECHNICIAN	WELDER
GENERAL LABORER	WELDER JOURNEYMAN
GLAZIER	


It is not a requirement for a Contractor to provide all services listed.

2.2 SERVICE HOURS:

2.2.1 Service shall be made available to Valleywise Health 365 days per year, 24 hours per day.

- *NORMAL BUSINESS HOURS* shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday.
- *AFTER HOURS SERVICE* shall be work performed after 6:00 PM and before 6:00 AM the next morning.
- *WEEKEND AND HOLIDAY* shall be work performed during Saturday, Sunday or during any County, City, State or Federal holiday.

2.2.2 RESPONSE TIMES:

	<p align="center">GENERAL MAINTENANCE /HANDYMAN/LIGHT CONSTRUCTION/SMALL T.I. PROJECT SERVICES UNDER \$25,000.00- REQUIREMENTS CONTRACT INVITATION FOR BID SECTION V SCOPE OF WORK</p>	<p align="center">90-25-374-IFB</p>
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Response time to all *BUSINESS HOURS* within Two Business days (2) on-site after Contractor receives request from Valleywise Health Facilities Department, with the exception of an emergency which will be four 4 hours from time call is received.

AFTER HOURS and *WEEKENDS/HOLIDAY* repair request shall have a four (4) hour response time, unless declared an emergency, then it shall be two (2) hours on site.

The Contractor shall be required to provide Valleywise Health a twenty-four (24) hour toll free access to their staff via any communications system they choose

Contractor shall coordinate all work with Valleywise Health Facilities Department prior to the beginning work. All electrical connections requiring a power outage shall be made during an approved time limit and coordinated by Valleywise Health Facilities Department.

2.3 RENTAL OF EQUIPMENT.

Example: Back hoes Jack hammers Concrete cutters Excavators Chain hoists

These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed four percent (4%).

2.4 PROJECT WORK AND TIME AND MATERIALS:

Project work shall mean work performed on major projects or major repairs to facilities. Each of the contractors assigned to this contract may be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest comprehensive and responsive quote of the project. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope Of Work are those established in Attachment "E", PRICING.


(A) Project quotes will contain the following information:

Name and address of site;
Facility Project number;
Detailed scope of work,
Other information relative to the S-O-W, Project start/finish timeline (optional),
Provide detailed quote (provide breakdown in hours, etc.)
Signature of the Contractor

(B) Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, labor, supervision, costs, mobilization costs, demobilization costs, permits, etc.). These costs shall be the final project price.

2.4.1.3 Contractors shall be compensated for additional work requested by the Valleywise Health project manager that is not detailed in the scope via the labor rates bid in Attachment "E", PRICING. Note: all extra work outside the S-O-W must be in writing.

2.4.1.4 Project Price Ceiling Limits:

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The maximum threshold for time and materials to a single project work shall be \$25,000.00 Absolutely no work shall be broken into smaller portions to avoid the maximum dollar threshold. Should the contractor provide work that exceeds the maximum threshold under this contract, Valleywise Health has a right to immediately terminate their contract without penalty to Valleywise Health.

2.4.1.5 Trip Charges/Fuel Charges:

One (1) Flat Trip Charge may be billed for projects outside of the fifty (50) mile radius from the Contractor's closest business location to the repair site. A Flat Trip Charge shall not apply to any service performed where the repair site is located inside of the designated fifty (50) mile radius within the Contractor closest business location.

2.4.1.6 If work is issued to a Contractor and the work sites are in the same geographic area (50 miles out), only one trip charge will be paid.

2.4.1.7 Absolutely no Fuel surcharges are authorized under this contract

2.4.1.8 Quotes/Estimates/Troubleshooting/Lunch/Breaks/Travel time to and From the Jobsite:

Valleywise Health will not pay for quotes, estimates, troubleshooting, lunch breaks, breaks or any type of travel time. Valleywise Health will only pay for the time the contractor is actively working on the project.

2.4.1.9 Progress Payments

No progress payments are authorized under any resultant contract.

3. UNIT OF SERVICE

One unit of service equals one hour.

4. INCORPORATION BY REFERENCE


All methods, procedures, techniques, etc. to be employed by the Contractor in performance of this Contract shall be as set forth in the Contractor's response submitted in response to Valleywise Health Solicitation 90-25-374-IFB for General Maintenance/Handyman/Light Construction/Small T.I. Project Services under \$25,000.00 – Requirements Contract as modified by agreement of the parties. The Contractor's proposal, as modified, is incorporated by reference.

5. LOCATION OF WORK AND DEPARTMENT DESIGNATIONS

Work site may be at any Valleywise Health office or Valleywise Health facility. Any department may request any classification of temporary personnel listed in the Contract. The department/location designations in the work classification only indicate the most prevalent user department and/or locations.

6. OVERTIME

For purposes of this Contract, Overtime is defined as time in excess of forty (40) hours per week. Overtime must be approved in advance and in writing by the Valleywise Health department in order to be

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reimbursable. Overtime rate will be not exceed more than time and one-half their regular rates of pay.

The District reserves the right to add or delete services associated with this solicitation, and the subsequent contract(s), as needed by the District.