



STATE OF ARIZONA
Department of Health Services
NOTICE OF INVITATION FOR BID

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

SOLICITATION NUMBER: HB041034

SOLICITATION DUE DATE/TIME: October 7, 2009

SUBMITTAL LOCATION: Arizona Department of Health Services
Office of Procurement
1740 West Adams Street, Room 303
Phoenix, Arizona 85007

DESCRIPTION: Diagnostic and Medical Equipment Maintenance and Repair
Services

PRE-BID CONFERENCE:	<u>September 29, 2009</u>	<u>1:00 p.m. Local Time</u>	<u>Arizona State Hospital 2500 E. Van Buren, Hunt Bldg Phoenix, AZ 85008</u>
	Date	Time	Location

In accordance with A.R.S. § 41-2534, competitive sealed bids for the services specified will be received by the Arizona Department of Health Services (ADHS) at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each Bidder will be publicly read. To obtain a copy or review the solicitation, go to www.azdhs.gov and click on the Quick Links Procurement site. Please check periodically for any updates to the above solicitation. It is the responsibility of the supplier/Bidder to routinely check the ADHS web site for Solicitation Amendments.

Offers must be in the actual possession of the ADHS on or prior to the time and date, and at the location indicated above. Late Offers will not be considered.

Offers must be submitted in a sealed envelope or package with the solicitation number and the Bidder's name and address clearly indicated on the envelope or package. All Offers must be completed in ink or typewritten. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Terri Johnson

Arizona Department of Health Services

(602) 542-2928

E-mail: johnsote@azdhs.gov

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UNIFORM INSTRUCTIONS TO BIDDERS
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A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Bidder to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Bidders, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means Offer, bid or quotation.
8. *"Bidder"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Bid ("IFB"), a Request for Proposal ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"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.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. **Duty to Examine.** It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

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4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal Responses. A Bidder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Bidders should raise any questions about the Solicitation or the procurement at that time. An Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for bids or invitations for Offers.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Bidder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions.
 - 4.1 All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 4.2 Invitation for Offers. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 4.3 Request for Bids. All exceptions that are contained in the Offer may negatively affect the State's bid evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An Offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Bidder the cost of responding to a Solicitation.

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7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Bidders are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
10. Employee Identification. Bidder agrees to provide an employee identification number or social security number to the ADHS for the purposes of reporting to appropriate taxing authorities, monies paid by the ADHS under this contract. If the federal identifier of the Bidder is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
11. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing Offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
12. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Bidder shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
13. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 13.1 Special Terms and Conditions;
 - 13.2 Uniform Terms and Conditions;
 - 13.3 Statement or Scope of Work;
 - 13.4 Specifications;
 - 13.5 Attachments;
 - 13.6 Exhibits;
 - 13.7 Special Instructions to Bidders;
 - 13.8 Uniform Instructions to Bidders.
 - 13.9 Other documents referenced or included in the Solicitation.
14. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

D. Submission of Offer

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should

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be clearly identified with name of the Bidder and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Bidder believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Bidder certifies that:
 - 4.1 The Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 4.2 The Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. An Bidder (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
5. Offer Acceptance Period. An Bidder submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Bids, an Bidder shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
6. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 6.1 Waive any minor informality;
 - 6.2 Reject any and all Offers or portions thereof; or
 - 6.3 Cancel the Solicitation.

F. Award

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Bidder is not in the State's best interest, "all or none" Offers shall be rejected.

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2. **Contract Inception.** An Offer does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. **Effective Date.** The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests.

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

1. The name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
and
5. The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Bidders and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007

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A. Pre-Bid Conference

Prospective Bidders are invited to attend a Pre-Bid Conference. The date, time and location of this conference are indicated on the solicitation cover sheet. The purpose of this conference will be to clarify the contents of this request for bids in order to prevent any misunderstanding of the ADHS's position. Any doubt as to the requirements of this Invitation for Bids (IFB) or any apparent omission or discrepancy should be presented to the ADHS at this conference. The ADHS will then determine the appropriate action necessary, if any, and may issue a written amendment. Oral statements or instructions shall not constitute an amendment.

B. Bid Requirements

One (1) original and three (3) copies of each bid shall be submitted in the following format. The responses shall be typed using a 12-point font and single-spaced. The original copy of the bid should be clearly labeled "ORIGINAL", and all copies shall clearly state "COPY". Each bid shall include tabs for each response section. The material should be in sequence and related to the IFB. The original, ink-signed bid shall be provided in a 1 inch, 3 ring binder labeled with the Bidder's name and project title. The ADHS will not provide any reimbursement for the cost of developing or presenting bids in response to this IFB. Failure to include the requested information may have a negative impact on the evaluation of the bid. The bid shall include at least the following information and be organized in the following manner:

1. Table of Contents: The Bidder shall provide page numbers for each section of the bid;
2. Offer and Acceptance signed by authorized person;
3. Solicitation Amendment(s) signed by authorized person (if applicable);
4. Executive Summary: A brief overview of the project. The Executive Summary shall be no more than two (2) pages;
5. Experience and Expertise:
 - 5.1 Provide a description of experience and expertise regarding the services offered, company history, location, number of years in business, types of services provided, and number of full and part-time employees, and
 - 5.2 Provide resumes for key personnel responsible for delivery of services. Provide resumes for existing staff that will be part of the Contract and job descriptions for positions to be filled. Describe staff accountabilities and expertise. List how much time each person will spend on the project. Resumes shall include name, title, key responsibilities and previous experiences that are relative to that field. Include all professional licensure, certifications, experience, educational preparation, and professional awards;
7. Completed Price Sheet;
8. References

Bidder shall provide three (3) references including past similar contracts that support Bidder's ability to provide the proposed services. Use the format on Attachment One (1), References. The ADHS personnel shall not be provided as a reference;
9. Small, Woman or Minority-Owned Business Certification,
10. Completed Notices, Correspondence, Reports and Invoices section under Scope of Work, and
11. Other attachments.

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C. Bid Opening

Bids shall be opened publicly at the time and place designated on the cover page of this document. The name of each Bidder and price shall be read publicly and recorded. Bids will not be subject to public inspection until after contract award.

D. Evaluation Criteria

In accordance with the A.R.S. § 41-2533, Competitive Sealed Bids, awards shall be made to the responsible and responsive Bidder(s) whose bid(s) meet(s) the requirements and evaluation criteria set forth herein.

1. Cost

E. Confidential Information

1. If a person believes that a bid, offer, specification, or protest contains information that should be withheld, a statement advising the procurement officer of this fact and explaining the reasons for confidentiality shall accompany the submission, and the information shall be so identified wherever it appears. The person shall stamp or specifically identify all information the person believes remains confidential.
2. The information identified by the person as confidential shall not be disclosed until the Director makes a written determination.
3. The Director shall review the statement and information and shall determine in writing whether the information shall be withheld.
4. If the Director determines to disclose the information, the Director shall inform the bidder in writing of such determination.

F. Inclusive Bidders

If the Bidder uses subcontractors, Bidders are encouraged to make every effort to utilize subcontractors that are small, women owned and/or minority owned business enterprises. Bidders who are committing a portion of their work to such subcontractors shall do so by identifying the type of services and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

G. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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. Offerors shall declare all anticipated offshore services in the proposal.

H. Compliance With A.R.S. §41-4401

By submission of the offer, the Offeror warrants that the Offeror and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration

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status of their employees. The State may, at its sole discretion require evidence of compliance. The Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

I. Suspension or Debarment

The State may, by written Notice to the Contractor, immediately terminate any contract awarded under this solicitation if the State determines that the Contractor has 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. Submittal of an offer or execution of a Contractor shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the state.

J. Written Questions

All questions regarding this solicitation shall be submitted in writing no later than ten (10) calendar days prior to the IFB due date to:

Arizona Department of Health Services
Terri Johnson, Senior Procurement Specialist
1740 W. Adams, Room 303
Phoenix, AZ 85007
Email Address: johnsote@azdhs.gov

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A. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1. *“Attachment”* means any item the Solicitation requires the Bidder to submit as part of the Offer.
2. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Bidders, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *“Contractor”* means any person who has a Contract with the State.
5. *“Days”* means calendar days unless otherwise specified.
6. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *“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.
8. *“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.
9. *“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *“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.
11. *“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.
12. *“State”* means the State of Arizona and ADHS or Agency of the State that executes the Contract.
13. *“State Fiscal Year”* means the period beginning with July 1 and ending June 30,

B Contract Interpretation

1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.1 Special Terms and Conditions;
 - 3.2 Uniform Terms and Conditions;

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- 3.3 Statement or Scope of Work;
 - 3.4 Specifications;
 - 3.5 Attachments;
 - 3.6 Exhibits;
 - 3.7 Documents referenced or included in the Solicitation.
- 4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
 - 5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
 - 6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
 - 7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

C. Contract Administration and Operation.

- 1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
8. Ownership of Intellectual Property. 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 work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, 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 the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of this contract.

D. Costs and Payments

1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
3. Applicable Taxes.
 - 3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 5.1 Accept a decrease in price Offered by the Contractor;

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- 5.2 Cancel the Contract;
- 5.3 Cancel the contract and re-solicit the requirements.

E. Contract Changes

- 1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

F. Risk and Liability

- 1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 2. Indemnification
 - 2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' Departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
 - 2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 4. Force Majeure.
 - 4.1 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. Without limiting the foregoing, force majeure

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includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

4.2 Force Majeure shall not include the following occurrences:

4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

4.3 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 practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment 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.

4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

G. Warranties

1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

2.1 Of a quality to pass without objection in the trade under the Contract description;

2.2 Fit for the intended purposes for which the materials are used;

2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

2.4 Adequately contained, packaged and marked as the Contract may require; and

2.5 Conform to the written promises or affirmations of fact made by the Contractor.

3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

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5. Year 2000.
 - 5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 - 5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
6. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
7. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

H. State's Contractual Remedies

1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
2. Stop Work Order.
 - 2.1 The State 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 the State 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.

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- 2.2 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 Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

I. Contract Termination

1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity Offered by the Contractor.
3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has 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. Submittal of an Offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. 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. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
5. Termination for Default.
 - 5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory

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progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

- 5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

J. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

K. Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

L. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

B. Term of Contract (3 Years)

The term of any resultant contract shall commence upon award and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

C. Contract Extensions 5 Year Maximum

The contract term is for a three (3) year period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

D. Contract Type

Firm Fixed Price

E. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

F. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

G. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. If key personnel are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

H. Price Adjustment

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the

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Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment.

I. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

J. Volume of Work

The Arizona Department of Health Services does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

K. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

L. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

M. Order Process

The award of a contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with ADHS is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

N. Vendor Performance Reports

Program management shall document vendor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

O. Payment Procedures

ADHS accounting will not make payments to any Entity, Group or individual other than the Vendor with the Federal Employer Identification (FEI) Number identified in the Contract. Vendor invoices requesting payment to any Entity, Group or individual other than the contractually specified Vendor shall be returned to the Vendor for correction.

The Vendor shall review and insure that the invoices for services provided show the correct Vendor name prior to sending them to the ADHS Accounting Office for payment.

If the Vendor Name and FEI Number change, the Vendor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Vendor. ADHS must indicate consent on the form. A

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written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Vendor and entered into the system prior to any payments being made to the new Vendor.

P. Financial Management

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the ADHS when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

State Funding. Contractors receiving state funds under this contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

Federal Funding. Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

Q. Inspection and Acceptance

All services, data and required reports are subject to final inspection, review, evaluation and acceptance by the ADHS. The ADHS may withhold payment for services that are deemed to not meet contract standards.

R. Authorization for Services

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

S. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

T. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or

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“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.

U. Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “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) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property 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, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount 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 the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or Sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

V. Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1.1 Commercial General Liability – Occurrence Form

1.1.1 Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

1.1.1	General Aggregate	\$2,000,000
1.1.2	Products – Completed Operations Aggregate	\$1,000,000
1.1.3	Personal and Advertising Injury	\$1,000,000
1.1.4	Blanket Contractual Liability – Written and Oral	\$1,000,000
1.1.5	Fire Legal Liability	\$ 50,000
1.1.6	Each Occurrence	\$1,000,000

1.1.2 The policy shall be endorsed to include the following additional insured language: ***“The Department of Health Services, the State of Arizona, its Departments, agencies, boards,***

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3. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room, 303, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
5. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) 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.

All certificates and endorsements are to be received and approved by the State of Arizona 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 **The Arizona Department of Health Services, 1740 West Adams, Room 303, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

6. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
7. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
8. **EXCEPTIONS:** In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

W. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for

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purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

X. Pandemic Contractual Performance

1. The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 1.2 Alternative methods to ensure there are products in the supply chain.
 - 1.3 An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:
 - 2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms.
 - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
 - 2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided contract(s).

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A. Background

The Arizona State Hospital (Hospital) is a unit of the Division of Behavioral Health Services (BHS) of the Arizona Department of Health Services (ADHS). It is established and operated under A.R.S. 36-3701 “for the care and treatment of persons with mental disorders and persons with other personality disorders or emotional conditions who will benefit from care and treatment.”

The Hospital provides treatment and rehabilitative services to the most severely mentally ill persons in the state. This is a court-ordered and civil-committed treatment center. Individuals must be suffering from a behavioral health illness, which has severely impaired their functioning and ability to live within their family and community.

The Arizona State Legislature enacted A.R.S. 36-4606 in the 1997 legislative session requiring the housing of “sexually violent persons” (SVP) at the Arizona State Hospital in the Arizona Community Protection and Treatment Center (ACPTC) program.

ACPTC provides for a secure treatment environment for sexually violent persons (“residents”) who have been determined to have a mental disorder and need to be committed to protect the health and safety of others in the community.

The Hospital and ACTPC are located at 2500 East Van Buren Street, Phoenix, Arizona 85008. The Hospital and ACPTC operate twenty-four hours (24) per day, three hundred sixty-five (365) days per year.

B. Objective

To provide accurate and reliable diagnostic testing, maintenance and repair services for medical and diagnostic equipment, including but not limited to, medical, dental and radiology equipment.

C. Scope of Services

The Contractor shall perform all testing, preventative maintenance, equipment repairs, inventory, medical and diagnostic equipment, calibrations, electrical safety testing, training and consultation services as provided in these specifications.

D. Tasks:

1. The Contractor shall have an Inventory Identification Bar Code System developed in an electronic format, using Microsoft Office Excel or other spreadsheet production software. The database shall include a complete equipment inventory database of service history of approximately three hundred (300) items that includes, but is not limited to the following:
 - 1.1 Equipment description including equipment name, unique classification number, model, serial number, manufacturer, date activated, and equipment class;
 - 1.2 Equipment location;
 - 1.3 Preventative maintenance frequency schedule;
 - 1.4 Development and maintenance of an equipment risk assessment;
 - 1.5 Equipment repair/service history including inspection dates; and
 - 1.6 Updated equipment inventory report when new equipment is added.
2. The Contractor shall provide and maintain a comprehensive inventory of medical equipment used by the Hospital within thirty (30) days of Contract award.

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3. Preventative maintenance shall be performed according to established schedule, on the equipment shown in Exhibit 1, Equipment List. Preventative maintenance shall include, but is not limited to the following:
 - 3.1 Safety inspection of equipment;
 - 3.2 Cleaning and lubrication;
 - 3.3 Functional testing;
 - 3.4 Adjustments and calibrations of equipment; and
 - 3.5 Replacement of worn, defective or broken parts with new parts specifically designed for the equipment.
4. Equipment Repairs:
 - 4.1 Medical equipment repairs shall be performed using recognized procedures recommended by Original Equipment Manufacturers (OEM);
 - 4.2 Contractor shall obtain written authorization prior to making any equipment repairs. In conjunction with the Medical Materials Manager, the written itemized estimate shall be evaluated to determine cost/benefit of the repair or replacement of equipment;
 - 4.3 Contractor shall use either OEM or alternate parts that meet or exceed OEM standards;
 - 4.4 Contractor shall repair any defective parts purchased and installed by technicians and repair any damages caused to the equipment at no additional cost;
 - 4.5 Contractor shall bear financial liability for any damages that may result from the use or installation of alternate parts, and shall bear the expense of repairing or replacing damaged equipment or property due to the use of parts other than OEM parts;
 - 4.6 Contractor shall be responsible to repair improperly repaired equipment, correct any damages resulting from improper repairs, and supply all necessary parts and materials, at no additional cost, including replacement if necessary;
 - 4.7 Contractor shall purchase or own all tools and diagnostic equipment required to maintain and repair all medical equipment;
 - 4.8 Contractor shall provide non-emergency repair service Monday through Friday, 8:00 a.m. until 4:00 p.m.;
 - 4.9 Contractor shall respond with a qualified technician on-site within seventy-two (72) hours of notification of need of repair for all non-emergency repair services;
 - 4.10 Contractor shall respond with a qualified technician on-site within twenty-four (24) hours of notification of need for an emergency repair service;
 - 4.11 Contractor shall repair all equipment on-site. If the Contractor's technician determines that the equipment cannot be immediately repaired, the technician shall notify the Medical Materials Manager or designee, and provide an estimated cost and timeframe for repair;
 - 4.12 If it is determined that equipment cannot be repaired on-site, the Contractor shall provide pick-up and return delivery at no additional cost. The Contractor's technician shall notify the Medical Materials Manager or designee, and provide an estimated cost and timeframe for repair; and
 - 4.13 If the Hospital determines loaner equipment is necessary during the time repairs are being made, the Contractor shall provide loaner equipment at no additional charge.

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5. Consultation and Training Services:

- 5.1 Contractor shall assist the Hospital with new product acquisition by the identification of available options for consideration including pre-purchase evaluations;
- 5.2 Contractor shall provide equipment replacement planning information and prioritize existing equipment items to be considered for replacement. Factors to be considered include, but are not limited to, age and physical condition of equipment, function, equipment incident history, current utilization levels, clinical viewpoints regarding acceptability, technology status, availability of replacement parts, reliability of equipment and projected cost of maintenance requirements;
- 5.3 Contractor shall provide on-site installation support for new equipment when requested;
- 5.4 Contractor shall provide on-site clinical user education for equipment covered under this Contract when requested; and
- 5.5 Consultation and training on equipment covered under this Contract shall be provided to Hospital at no additional cost.

6. Inspection and Testing of Equipment and Electrical Distribution System:

- 6.1 Contractor shall provide comprehensive testing and inspection for all new or incoming equipment prior to the first use for patient care;
- 6.2 Approved equipment shall be tagged according to each industry defined risk category, Class 1 through 4. Equipment shall be added to the equipment inventory;
- 6.3 Contractor shall follow regulatory codes and accreditation standards for testing and inspecting the electrical distribution system, to ensure it is free from fire and shock hazards; and
- 6.4 Results for the tests shall be properly documented and incorporated into the equipment history.

7. Personnel:

- 7.1 Contractor shall assign qualified diagnostic and medical equipment maintenance and repair technicians;
- 7.2 Technicians who are required to work within a patient unit, shall always be escorted by Hospital staff;
- 7.3 All Contractor personnel shall observe and maintain the confidentiality of all Hospital patients, inclusive of all Federal and State laws, and regulations, including the Health Insurance Portability and Accountability Act (HIPAA);
- 7.4 All equipment repairs shall be coordinated with the Medical Materials Manager; and
- 7.5 The Contractor shall meet with the Medical Materials Manager for orientation with the Hospital, after Contract award.

8. Safety and Regulatory Standards:

- 8.1 Equipment shall meet industry standards and regulations as required by the Occupational Safety and Health Administration, (OSHA), and the Centers for Medicare and Medicaid Services, (CMS);
- 8.2 Services performed must meet or exceed the Arizona Department of Health Services (ADHS) Licensure Regulations, Arizona Administrative Code Title 9 Section 10, Department of Health Services, Health Care Institutions, Licensing (03-4);
- 8.3 Services performed shall meet the radiological physics requirement for certification by the Arizona Radiation Regulatory Agency, concerning ionizing radiation machines; and

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8.4 Contractor shall develop and implement a medical equipment program in compliance with all current laws and regulations, using equipment and techniques approved by the Association for the Advancement of Medical Instrumentation (AAMI), National Institute of Occupational Safety and Health (NIOSH), and the National Fire Protection Association (NFPA).

9. Risk Management Program:

9.1 Contractor shall, in accordance with The Joint Commission (TJC) 2009 Standard EC.02.04.01, 2009 EP:4 and TJC 2009 Standard EC.02.04.01, 2009 EP:5, coordinate with the Medical Materials Manager to develop and maintain an equipment risk program.

9.2 Contractor shall provide written documentation of all medical incidents that involve equipment covered under this Contract if the equipment has, may have caused or contributed to a patient's injury, serious illness or death. Documentation shall describe the incident, identify malfunctions and probability of occurrence, equipment involved in the incident and any subsequent examination of the equipment;

9.3 The Medical Materials Manager in consultation with Contractor shall provide direct oversight of all activities to decommission, sequester, and examine any equipment that has been involved in a medical incident;

9.4 Neither party shall use, clean, discard, alter, or repair any equipment involved in such incident prior to equipment's examination; and

9.5 TJC 2009 Standard EC.02.04.01, 2009 EP:4 and TJC 2009 Standard EC.02.04.01, 2009 EP:5 shall be provided upon request to the Contractor by Hospital.

10. Reporting:

10.1 Contractor shall provide electronic reports of inventory status, new equipment acquisition recommendations, repair and incident history and industry standard documentation for accreditation or regulatory surveys, as requested; and

10.2 Contractor shall provide manufacturer recall and medical equipment alert notices to the Medical Materials Manager when released.

E. Requirements

The Contractor shall:

1. Provide a Project Manager who shall serve as a primary day to day contact with the Hospital. The Project Manager shall at a minimum:

1.1 Attend, lead and prepare materials for meetings as requested,

1.2 Ensure all necessary operational components are completed,

1.3 Troubleshoot and correct problems,

1.4 Designate an alternate contact when the Project Manager is unavailable, and

1.5 Ensure that the Contractor, as well as any subcontractors, fulfills its duties and responsibilities under the Contract; and deliver required documents and services;

2. Provide only qualified, experienced or manufacturer certified technicians;

3. Have an Inventory Identification Bar Code System;

4. Provide preventative maintenance services in accordance with OEM guidelines;

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5. Provide onsite, off site and emergency repair services as determined by Hospital;
6. Inspect and test all equipment and electrical distribution system;
7. Perform all work in a safe and professional manner;
8. Provide and or purchase all tools and diagnostic equipment needed to provide the services;
9. Provide loaner equipment as determined by Hospital;
10. Provide consultation and training services;
11. Develop and implement a Risk Management program;
12. Meet all regulatory and safety standards as stipulated;
13. Contractor, as well as any subcontractors, shall fulfill its duties and responsibilities under the Contract and deliver required documents and service to the ADHS;
14. Provide a current and valid Certificate of Liability Insurance as per the Special Terms and Conditions within ten (10) days of Contract award;
15. Adhere to and comply with Federal, State County, City, rules, regulations and standards;
16. Obey all posted speed limits on Hospital grounds;
17. No camera, including cell phones with camera, is permitted on Hospital property;
18. Hospital grounds are drug-, alcohol- and tobacco-free;
19. No firearms are permitted on Hospital property;
20. State of Arizona Substitute W-9 form, if needed; and
21. Proof of registration with the State to perform services

F. Deliverables

1. Medical equipment inventory report within thirty (30) days of Contract award.
2. Manufacturer recalls and alerts when formally released by the manufacturer.
3. Invoices shall be itemized by service performed and shall contain date and time of service, description of repair, an itemized list of parts including any applicable discounts and a copy of the service/repair ticket. Invoices shall be submitted on the 15th day of the following month, in which actual work was performed.

G. State Provided Items

1. The Hospital will provide the Contractor with the most current inventory of medical equipment that will be included in the Medical Equipment Program within (ten) 10 working days from Contract award.
2. The Hospital will assist the Contractor with locating all medical equipment in the Hospital facility, as requested.
3. The Hospital shall ensure that appropriate staff accompanies the Contractor into patient care units/areas.
4. The Hospital will provide a location for on-site repairs, as requested.

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H. Notices, Correspondence, Reports and Invoices

Notices, correspondence, reports and invoices from the Contractor to Hospital shall be sent to:

Arizona State Hospital
Medical Materials Manager, Specialty Clinic
2500 E. Van Buren Street
Phoenix, AZ 85008
602-629-7041

Notices, Correspondence and Reports from ADHS to the Contractor shall be sent to:
(Contractor to complete)

Contractor _____
Attention: _____
Address _____
Address _____
City, State, ZIP _____
Phone _____
Fax _____
Email _____

Payments from ADHS to the Contractor shall be sent to:
(Contractor to complete if different from above)

Contractor _____
Attention: _____
Address _____
Address _____
City, State, ZIP _____
Phone _____
Fax _____
Email _____

PRICE SHEET / FEE SCHEDULE
SOLICITATION NO: HB041034

ITEM	UNIT	UNIT PRICE	EXTENDED PRICE
Class 1, 2, 3 & 4 Maintenance per established OEM schedule	MONTH	\$	\$
Consultation and Training on New Equipment	HOUR	\$	As approved by the Hospital and authorized by the Purchase Order
Equipment Repairs Monday – Friday 7:00 am to 4:00 pm	HOUR	\$	As approved by the Hospital and authorized by the Purchase Order
Equipment repairs – Overtime Rate After hours, Weekends & Holidays	HOUR	\$	As approved by the Hospital and authorized by the Purchase Order
Equipment Parts - % Discount off List Price		%	

The Monthly Rate is inclusive of inspection, personnel, safety, regulatory and Risk Management services. No additional charges shall be accepted.



OFFER AND ACCEPTANCE

SOLICITATION NO: HB041034

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Submit this form with an original signature to the:

**Arizona Department of Health Services
Office of Procurement
1740 West Adams, Room 303
Phoenix, Arizona 85007**

The Undersigned hereby Offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation.

In accordance with A.R.S. 35-397, the Bidder hereby certifies that the Bidder does not have scrutinized business operations in Iran.

In accordance with A.R.S. 35-397, the Bidder hereby certifies that the Bidder does not have any scrutinized business operations in Sudan.

Arizona Transaction (Sales) Privilege Tax License No:

Federal Employer Identification No:

For Clarification of this Offer, Contact:

Name: _____

Telephone: _____

FAX: _____

Email: _____

Company Name

Address

City, State, ZIP Code

Company Direct Telephone

Signature of Person Authorized to Sign Offer

Printed Name

Title

Telephone

OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona Use Only)

Your Offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract Number: **HB041034-**

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed purchase order or contract release document or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____, 2009

CHIEF PROCUREMENT OFFICER

**ATTACHMENT 1
REFERENCES
SOLICITATION NO: HB041034**

Please list the name, address, contact name, and telephone number for three (3) organizations for whom your company has provided services of a similar size and scope within the past thirty-six (36) months. Do not use references from any past or current contracts with ADHS. Do not use any current ADHS employee as a reference.

- A. ORGANIZATION: _____
ADDRESS: _____
CITY/STATE/ZIP CODE: _____
CONTACT: _____
TELEPHONE NUMBER: _____
DATE OF CONTRACT INITIATION: _____
TYPE OF SERVICES PROVIDED: _____
- B. ORGANIZATION: _____
ADDRESS: _____
CITY/STATE/ZIP CODE: _____
CONTACT: _____
TELEPHONE NUMBER: _____
DATE OF CONTRACT INITIATION: _____
TYPE OF SERVICES PROVIDED: _____
- C. ORGANIZATION: _____
ADDRESS: _____
CITY/STATE/ZIP CODE: _____
CONTACT: _____
TELEPHONE NUMBER: _____
DATE OF CONTRACT INITIATION: _____

ATTACHMENT 2
SMALL, WOMAN OR MINORITY OWNED BUSINESS CERTIFICATION
SOLICITATION NO: HB041034

Please check as many as applicable:

____ I certify that my company is a Woman-Owned Business Enterprise (WBE).

A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Minority-Owned Business Enterprise (MBE).

An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Small Business.

A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.

**EXHIBIT 1
EQUIPMENT LIST
SOLICITATION NO: HB041034**

Description	Location	Manufacturer	Model	Serial#	Equipment Class	Hospital Number
Air Compressor	SC-Dental	Jun-Air	5445100	520383	3	
Amalgamator	ACPTC-Dental	Crescent	MSD	2974	3	
Amalgamator	SC-Dental	Crescent Dental	MSD	3900	3	
Aspirator	ACPTC-Indigo	Allied Health	G180	160	1	
Aspirator	Cart E	GOMCO	G180	206002	1	00081
Aspirator	Cart I	GOMCO	G180	156	1	00156
Aspirator	Cart J	GOMCO	G180	206003	1	00057
Aspirator	Cart K	GOMCO	G180	206008	1	00076
Aspirator	Cart K	GOMCO	G180	76	1	00076
Aspirator	Cart M	GOMCO	G180	606001	1	00072
Aspirator	Cart O	GOMCO	G180	none	1	00295
Aspirator	Cart P	GOMCO	G180	206007	1	00058
Aspirator	Cart Q	GOMCO	G180	206005	1	00030
Aspirator	Cart S	GOMCO	G180	155	1	00155
Aspirator	CRU	GOMCO	G180	168	1	00168
Aspirator	Desert Sage-E	GOMCO	G180	169	1	00169
Aspirator	Ironwood 1-E	GOMCO	G180	158	1	
Aspirator	Ironwood 2-	GOMCO	G180	508	1	00163
Aspirator	Ironwood 2-E	GOMCO	G180	0708	1	00296
Aspirator	Juniper 1	Optivac		L190-GR	1	00183
Aspirator	SC-E130	GOMCO	G180	606002	1	00031
Aspirator	Wick 2	GOMCO	G180	167	1	00031
Aspirator	Wick 2	Gomco	G180	206006	1	00102
Aspirator	Wick 4	GOMCO	G180	164	1	00164
Aspirator	Wick 4	GOMCO	G180	606002	1	00031
Aspirator	Wick 5	Gomco	G180		1	00165
Audiometer	SC-Ortho	Beltone	119	11B9046	1	00025
Bath Tub	Palo Verde-E	ARJO	AF12114-US	SEE0710462	2	
Bath Tub	Palo Verde-N	ARJO	AF14104-US	SEE0742812	2	
Battery Charger	Specialty	ARJO	NDA4100	SE10990128	3	

Description	Location	Manufacturer	Model	Serial#	Equipment Class	Hospital Number
Bed, Hospital	Desert Sage 2	Hillrom	P1400C004007	D240AG9812	2	
Bed, Hospital	Desert Sage 2	Hillrom	P1400C004007	D249AG9922	2	
Bed, Hospital	Desert Sage 2	Hillrom	P1400C004007	D239AG9794	2	
Bed, Hospital	Desert Sage 2	Hillrom	P1400C004007	D252AG9942	2	
Bed, Hospital	Desert Sage 2	Hillrom		0240AG9814	2	
Bed, Hospital	Desert Sage-N	Hillrom	P1400C004007	D249AG9919	2	
Bed, Hospital	Ironwood 1-N	Hillrom	P1400C004007	D249AG9929	2	
Bed, Hospital	Ironwood 2-N	Hillrom	P1400C004007	D239AG9756	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C004007	D239AG9798	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C004007	D240AG9808	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C004007	D240AG9809	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C004007	D240AG9811	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C004007	D249AG9814	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C004007	D249AG9917	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C004007	D249AG9921	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C004007	D249AG9924	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C004007	D249AG9927	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C004007	D249AG9929	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C004007	D249AG9930	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C004007	D249AG9932	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C0040	D249AG9934	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C004007	D252AG9937	2	
Bed, Hospital	Palo Verde-N	Hillrom	P1400C004007	D252AG9940	2	
Bed, Low	Desert Sage-E	Carroll Health	171	CH489131	2	
Bed, Low	Palo Verde	Carroll Health	171	CH489130	2	
Bed, Low	Palo Verde	Carroll Health	171	CH526810	2	
Bed, Low	Palo Verde E	Arro			2	
Bed, Low	Palo Verde N	Arro			2	
Bed, Low	Storage	Arro		543458	2	
BiPAP	SC-E130	Respironics	1017442	4665449	2	00018
BiPAP	Wick 1	Respironics	1017342	4013819	2	00015
BiPAP Humidifier	SC-E130	Respironics	Remstar1005792	H1818327	2	00019

Description	Location	Manufacturer	Model	Serial#	Equipment Class	Hospital Number
BiPAP Humidifier	Wick 1	Respironics	Remstar1005792	H1293756	2	
BP Monitor	CRU	OMRON	HEM-907XL	5200179A	2	00256
BP Monitor	Desert Sage-E	OMRON	HEM-907XL	6100015A	2	00218
BP Monitor	Desert Sage-N	OMRON	HEM-907XL	5100201A	2	
BP Monitor	Ironwood 1-E	OMRON	HEM-907XL	5200331A	2	
BP Monitor	Ironwood 1-N	OMRON	HEM907XL	5100204A	2	
BP Monitor	Ironwood 2-E	OMRON	HEM-907XL	5100156A	2	00279
BP Monitor	Juniper 1	OMRON	HEM907XL	6100156A	2	00209
BP Monitor	Palo Verde-E	OMRON	HEM-907XL	5100202A	2	
BP Monitor	Palo Verde-N	OMRON	HEM-907XL	6100016A	2	
BP Monitor	SC-Dental	OMRON	HEM-773	5607863L	2	00179
BP Monitor	SC-OBGYN	OMRON	HEM-907XL	5100288A	2	00203
BP Monitor	Wick 2	Omron	HEM 907XL	6100155A	2	00269
BP Monitor	Wick 3	OMRON	HEM-907XL	5100261A	2	00263
BP Monitor	Wick 4	OMRON	HEM-907XL	6100154A	2	
BP Monitor	Wick 5	OMRON	HEM-907XL	6100013A	2	00273
Cast Cutter	ACPTC-Indigo	M-Pact	4183-106	48053	3	
Cavitron	ACPTC-Dental	Bobcat	Bobcat	27684	2	
Cavitron, Dental	SC-Dental	DentSply		40641	2	
Centrifuge	Laboratory	Clay Adams	Dynac II	3000100	3	65701
Centrifuge	Laboratory	Clay Adams	Dynac II	3100027	3	65702
Centrifuge, Table	Laboratory	Hamilton Bell	Vanguard	22229	3	none
Chair, Dental	ACPTC-Dental	Belmont Equip.	BEL-20	060768098	3	
Chair, Dental	ACPTC-Dental	Royal	Signet	B423460	3	
Chair, Dental	SC-Dental	Forest	115-W	02LD6323	3	
Chair, Dental	SC-Dental	Forest	115-W	02LD6378	3	
Cleaner, Ultrasonic	ACPTC-Dental	L&R MFG	T14	11918	2	
CPAP	SC-E130	Sunrise Medical	8000	815602	2	00020
CPAP	SC-E130	Respironics	1005960	2335624	2	00017
CPAP	SC-E131	Respironics	1022334	H000011852	2	00087
Dental x-ray control	SC-Dental	Dentx	9992700101	0007126	2	00114
Dental x-ray tube	SC-Dental	Dentx	9992700130	4510CF	2	
ECG	ACPTC-	Spacelab	M1772A	US00700453	2	

Description	Location	Manufacturer	Model	Serial#	Equipment Class	Hospital Number
	Indigo					
ECG	SC-Radiology	Burdick	ECLIPSE850	92300-004867	2	
Enteral Feeding Pump	Specialty Clinic	Ross	FLEXIFO III	2008646	1	Rental
Enteral Feeding Pump	Specialty Clinic	Ross	FLEXIFO III	2018078	1	Rental
Exam Table	Specialty Clinic	United Metal	2080	62027	4	
Fetal Heart Doppler	SC-OBGYN	Imex	Pocket-DOI	82088	3	
Grinder, Dental	SC-Dental	Leeson	C4C17DHG	FRS-56	3	none
Infusion Pump	SC-E130	Baxter	6201	1110023FA	1	00024
Infusion Pump	SC-E130	Baxter	6201	11100094FA	1	00023
Lathe, Dental	ACPTC-Dental	Baldor	210	S1343	3	
Lathe, Dental	SC-Dental	Baldor	437B	208167174	3	none
Light, Curing Unit	ACPTC-Dental	Patterson	TCL-490	001099	3	
Light, Curting Unit	SC-Dental	Patterson	TCL-490	001873	3	
Light, Curting Unit	SC-Dental	Coltene	C7964	01073562	3	
Light, Dark Room	ACPTC-Dental	Kodak	GBX-2	1416007	3	
Light, Electric	ACPTC-Indigo	Goodwin	Giraffe	1183-CB	3	
Light, Electric Exam	SC-OBGYN	Burton	224100	02426	3	00250
Light, Electric Exam	SC-Ortho	Burton	224100	02427	3	00282
Light, Exam	CRU	Burton	224100	02434	3	00255
Light, Exam	Desert Sage-E	Burton	224100	02423	3	00217
Light, Exam	Desert Sage-N	Burton	224100	02428	3	00224
Light, Exam	Ironwood 1-E	Burton	224100	02425	3	
Light, Exam	Ironwood 1-N	Burton	224100	02433	3	
Light, Exam	Ironwood 2-E	Burton	224100	02432	3	
Light, Exam	Ironwood 2-N	Burton	224100	022319	3	00213
Light, Exam	Palo Verde-E	Burton	224100	02424	3	
Light, Exam	Palo Verde-N	Burton	224100	22323	3	
Light, Exam	Wick 2	Burton	224100		3	00267
Light, Exam	Wick 3	Burton	224100	FOP022314	3	none
Light, Exam	Wick 3	Burton	224100	02430	3	00294
Light, Exam	Wick 4	Burton	224100	02435	3	

Description	Location	Manufacturer	Model	Serial#	Equipment Class	Hospital Number
Light, Ultraviolet	ACPTC-Indigo	Burton	31501	UV015049	3	
Light, Ultraviolet	SC-E130	Burton	31602	8695	3	00244
Lymphedema Pump	ACPTC-Indigo	Biocompression Sys			3	
Manual BP Cuff	SC-E153	Tycos	Wall mount	9904251940	2	00249
Mixer	Laboratory	Ames/Miles Inc	4651	02234	2	none
Mixer	Laboratory	Baxter	S8225	none	2	none
Nebulizer	ACPTC-Indigo	Omron	NE-CO8	72234	2	
Nebulizer	CRU	Invacare			2	
Nebulizer	Desert Sage-E	John Bunn	Nebulite	1566	2	00219
Nebulizer	Desert Sage-N	Prestige Medical	N281	4112605	2	00205
Nebulizer	Ironwood 1-E	Mountain Medical	Medi-mist	US193872	2	
Nebulizer	Ironwood 1-N	Prestige Medical	N281	4112605	2	
Nebulizer	Juniper 1	Prestige Medical	N281	4112628	2	
Nebulizer	Palo Verde-N	Prestige Medical	N281	4112412	2	
Nebulizer	SC-130	Prestige Medical	N281	4112370	2	00242
Nebulizer	SC-130	Prestige Medical	N281	4112413	2	00241
Nebulizer	SC-130	Prestige Medical	N281	4112636	2	00243
Nebulizer	SC-130	Devilbiss	3655D	0D1060178	2	00239
Nebulizer	SC-130	Devilbiss	3655D	0D1060700	2	00240
Nebulizer	SC-E130	Prestige Medical	N281	4112410	2	00221
Nebulizer	Specialty Clinic	Prestige Medical	N281	4112372	2	
Nebulizer	Wick 3	Prestige Medical	N281	4112637	2	00262
Nebulizer	Wick 4	Prestige Medical	N281	4112375	2	
Nebulizer	Wick 5	Prestige Medical	N281	4112373	2	00272
Oto/Ophthalmoscope	ACPTC-Birch	Welch Allyn	74710	1190003	3	
Oto/Ophthalmoscope	ACPTC-Cholla	Welch Allyn	767	1190002	3	
Oto/Ophthalmoscope	ACPTC-Indigo	Welch Allyn	74710	895015	3	
Oto/Ophthalmoscope	CRU	Welch Allyn	74710	1190001	3	00090
Oto/Ophthalmoscope	Desert Sage-E	Welch Allyn	767	895009	3	00214
Oto/Ophthalmoscope	Desert Sage-N	Welch Allyn	767	895010	3	00042

Description	Location	Manufacturer	Model	Serial#	Equipment Class	Hospital Number
Oto/Ophthalmoscope	Ironwood 1-E	Welch Allyn	767	895007	3	
Oto/Ophthalmoscope	Ironwood 1-N	Welch Allyn	767	895008	3	
Oto/Ophthalmoscope	Ironwood 2-E	Welch Allyn	767	895006	3	00052
Oto/Ophthalmoscope	Juniper 1	Welch Allyn	767	895001	3	
Oto/Ophthalmoscope	Palo Verde-E	Welch Allyn	74710	895011	3	
Oto/Ophthalmoscope	Palo Verde-N	Welch Allyn	74710	895012	3	
Oto/Ophthalmoscope	Wick 1	Welch Allyn	767	1195001	3	00059
Oto/Ophthalmoscope	Wick 2	Welch Allyn	Wall Mount	298001	3	00082
Oto/Ophthalmoscope	Wick 3	Welch Allyn	767	1102005	3	00062
Oto/Ophthalmoscope	Wick 4	Welch Allyn	74710	1291002	3	
Oto/Ophthalmoscope	Wick 5	Welch Allyn	767	1291003	3	00065
Oto/ophthalmoscope	SC-E130	Welch Allyn	74710	1102006	3	00104
Oto/ophthalmoscope	SC-OBGYN	Welch Allyn	74710	1291005	3	00022
Panoramic ID	SC-Dental	Instrumentarium	ID-100-2-1	4289	2	00113
Panoramic X-ray	SC-Dental	Instrumentarium	OP100-3-1-2	81652	2	00111
Pulse Oximeter	ACPTC-Cholla	Nellcor	NPB-40	G02843457	4	
Pulse Oximeter	ACPTC-Cholla	Nellcor	NPB-40	G0383368	4	
Pulse Oximeter	Cart E	Nellcor	NPB-40	G02843639	4	00286
Pulse Oximeter	Cart G	Nellcor	NPB-40	G03804838	4	00182
Pulse Oximeter	Cart J	Nellcor	NPB-40	G02843580	4	00298
Pulse Oximeter	Cart K	Nellcor	NPB-40	G02818335	4	00125
Pulse Oximeter	Cart K	Nellcor	NPB-40	G02818335	4	00125
Pulse Oximeter	Cart M	Nellcor	NPB-40	G02843692	4	00284
Pulse Oximeter	Cart O	Nellcor	NPB-40	G03808704	4	00292
Pulse Oximeter	Cart P	Nellcor	NPB-40	G02843582	4	00281
Pulse Oximeter	Cart Q	Nellcor	NPB-40	G02843554	4	00254
Pulse Oximeter	Cart S	Nellcor	NPB-40	G02843586	4	00192
Pulse Oximeter	CRU	Nellcor	NPB-40	G06800931	4	00257
Pulse Oximeter	Desert Sage-E	Nellcor	NPB-40	G06800934	4	
Pulse Oximeter	Desert Sage-N	Nellcor	NPB-40	G06800899	4	00017
Pulse Oximeter	Ironwood 1-E	Nellcor	NPB-40	G06800965	4	
Pulse Oximeter	Ironwood 1-N	Nellcor	NPB-40	G06800933	4	
Pulse Oximeter	Ironwood 2-E	Nellcor	NPB-40	G0680920	4	
Pulse Oximeter	Juniper 1	Nellcor	NPB-40	G06800920	4	
Pulse Oximeter	Palo Verde-E	Nellcor	NPB-40	G06800938	4	

Description	Location	Manufacturer	Model	Serial#	Equipment Class	Hospital Number
Pulse Oximeter	Palo Verde-N	Nellcor	NPB-40	G06800944	4	
Pulse Oximeter	PV-N Patient	Nellcor	NPB-40	G02840812	4	
Pulse Oximeter	SC-E130	Nellcor	NPB-40	G01809994	4	00186
Pulse Oximeter	SC-E130	Nellcor	NPB-40	G02831615	4	00188
Pulse Oximeter	SC-E130	Nellcor	NPB-40	G02840915	4	00187
Pulse Oximeter	SC-E130	Nellcor	NPB-40	G02840947	4	00185
Pulse Oximeter	SC-E130	Nellcor	NPB-40	G02840949	4	00189
Pulse Oximeter	SC-E130	Nellcor	NPB-40	G02843589	4	00183
Pulse Oximeter	SC-E130	Nellcor	NPB-40	G02843632	4	00190
Pulse Oximeter	SC-E130	Nellcor	NPB-40	G03804958	4	00184
Pulse Oximeter	Wick 2	Nelcor		G06800922	4	
Pulse Oximeter	Wick 3	Nellcor	NPB-40	G06804099	4	00264
Pulse Oximeter	Wick 4	Nellcor	NPB-40	G06800916	4	
Pulse Oximeter	Wick 5	Nellcor	NPB-40	G06800912	4	00274
Scale, Digital	CRU	Cardinal Detecto	758C	E12305-0092	4	00138
Scale, Digital	CRU	Health		391001	4	00137
Scale, Digital	Desert Sage-E	Cardinal Detecto	758C	E268020101	4	00174
Scale, Digital	Desert Sage-N	Cardinal Detecto	758C		4	00175
Scale, Digital	Ironwood 1-E	Cardinal Detecto	758C	E12305-0075	4	
Scale, Digital	Ironwood 1-N	Cardinal Detecto	758C	E28402-0039	4	
Scale, Digital	Ironwood 2-E	Cardinal Detecto	758C	E28102-0095	4	
Scale, Digital	Ironwood 2-N	Cardinal Detecto	758C	E28102-0103	4	
Scale, Digital	Juniper 1	Cardinal Detecto	758C	E23202-0023	4	
Scale, Digital	Juniper 1	Cardinal Detecto	758C	E28402-0040	4	
Scale, Digital	Palo Verde-E	Cardinal Detecto	758C	E28012-0093	4	
Scale, Digital	Palo Verde-N	Cardinal Detecto	758C	E12305-0067	4	
Scale, Digital	SC-OBGYN	Cardinal Detecto	758C	E28402-0010	4	00266
Scale, Digital	Wick 1	Cardinal Detecto	758C	E12305-0068	4	
Scale, Digital	Wick 2	Cardinal Detecto	758C	E28102-0104	4	00251
Scale, Digital	Wick 5	Cardinal Detecto	758C	E28102-0109	4	00271
Scale, Digital, Portable	Palo Verde-E	Cardinal Detecto	750-400	E05008-0252	4	
Scale, Digital, Portable	Wick 3	Cardinal Detecto	750-400	E05008-0254	4	00133
Scale, Digital, Wheelchair	Palo Verde-N	Cardinal Detecto	758CW	E12305-0091	4	
Sphygmomanometer	ACPTC-Indigo	Welch Allyn	Wall mount	9803020162	2	
Sphygmomanometer	Desert Sage-	Tycos	Wall mount	0207231643	2	00216

Description	Location	Manufacturer	Model	Serial#	Equipment Class	Hospital Number
	E					
Sphygmomanometer	Desert Sage-N	Tycos	Wall mount	090221043	2	00220
Sphygmomanometer	Ironwood 1-E	Tycos	Wall mount	0209271815	2	
Sphygmomanometer	Ironwood 1-N	Tycos	Wall mount	0208260733	2	
Sphygmomanometer	Ironwood 2-E	Tycos	Wall mount	0209271639	2	00146
Sphygmomanometer	Ironwood 2-N	Tycos	Wall mount	0209271830	2	00212
Sphygmomanometer	Palo Verde-E	Tycos	Wall mount	0209271848	2	
Sphygmomanometer	Palo Verde-N	Tycos	Wall mount	0209271798	2	
Sphygmomanometer	SC-E130	Tycos	Wall mount	209231747	2	00246
Sphygmomanometer	SC-E130	Tycos	Wall mount	0209271587	2	00247
Sphygmomanometer	SC-E130	Tycos	Wall mount	209271851	2	00248
Sphygmomanometer	SC-OBGYN	Tycos	Wall mount	209271741	2	00252
Sphygmomanometer	Specialty	Tycos	Tycos 5091-38	210141678	2	
Sphygmomanometer	Wick 2	Tycos	Wall mount	209271697	2	00245
Sphygmomanometer	Wick 3	Tycos	Wall mount	129293798	2	00265
Sphygmomanometer	Wick 4	Tycos	Wall mount	0210141678	2	
Spirometer	ACPTC-Indigo	PSS Select	2001	00041071/2000	2	
Sterilizer	ACPTC-Dental	Midmark	M-9	CZ011158	2	
Sterilizer	SC-Dental	Midmark	M-9	C2013235	2	00055
Sterilizer	SC-E130	Midmark	M-7	MH005832	2	00056
Table, Exam	ACPTC-Cholla	Brown	none	none	4	
Thermometer, DC	SC-E130	Welch Allyn	SureTemp 679	2527655	4	00006
Thermometer, DC	SC-E130	Welch Allyn	SureTemp 679	2467243	4	00003
Thermometer, DC	SC-E130	Welch Allyn	SureTemp 679	2484129	4	00002
Thermometer, DC	SC-E130	Welch Allyn	SureTemp 679	2504041	4	00009
Thermometer, DC	SC-E130	Welch Allyn	SureTemp 679	3018490	4	00021
Thermometer, DC	SC-E130	Welch Allyn	SureTemp 679	5088002	4	00011
Thermometer, DC	SC-E130	Welch Allyn	SureTemp 679	2504040	4	00008
Thermometer, DC	SC-E130	Sherwood	1st Temp	J0527189	4	00043
Thermometer, DC	SC-E130	Sherwood	1st Temp	J0527226	4	00013
Thermometer, DC	SC-E130	Sherwood	1st Temp	J0527325	4	00014
Thermometer, DC	SC-E130	Sherwood	1st Temp	J0527141	4	00063
Thermometer, DC	SC-OBGYN	Welch Allyn	679	2404813	4	00038
Thermometer, Digital	ACPTC-Cholla	Welch Allyn	679	2181811	4	

Description	Location	Manufacturer	Model	Serial#	Equipment Class	Hospital Number
Thermometer, Digital	ACPTC-Indigo	Welch Allyn	679	4463739	4	
Thermometer, Digital	CRU	Welch Allyn	679	2467211	4	00091
Thermometer, Digital	Desert Sage-E	Welch Allyn	679	2527173	4	00215
Thermometer, Digital	Desert Sage-N	Welch Allyn	679	2380434	4	
Thermometer, Digital	Desert Sage-N	Welch Allyn	679	2467205	4	
Thermometer, Digital	Desert Sage-N	Genius	First Temp	J0527384	4	00277
Thermometer, Digital	Ironwood 1-E	Welch Allyn	679	3018491	4	
Thermometer, Digital	Ironwood 1-N	Welch Allyn	679	2467212	4	
Thermometer, Digital	Ironwood 2-E	Welch Allyn	679	2467213	4	00207
Thermometer, Digital	Juniper 1	Welch Allyn	679		4	00276
Thermometer, Digital	Palo Verde-N	Welch Allyn	679	2467210	4	
Thermometer, Digital	PaloVerde-E	Welch Allyn	679	3066027	4	
Thermometer, Digital	Wick 1	Welch Allyn	679	2467209	4	
Thermometer, Digital	Wick 2	Welch Allyn	679	2384058	4	00035
Thermometer, Digital	Wick 3	Welch Allyn	679	2467207	4	00005
Thermometer, Digital	Wick 5	Welch Allyn	679	2467679	4	00010
Thermometer, Forehead	ACPTC-Indigo		TAT5000	A960	4	
Thermometer, Tympanic	Ironwood 1-E	Sherwood	1st Temp	J0527232	4	
Thermometer, Tympanic	Palo Verde-E	Sherwood	1st Temp	J0527351	4	
Thermometer, Tympanic	Specialty Clinic	Sherwood	1st Temp	J0527293	4	00039
Thermometer, Tympanic	Specialty Clinic	Sherwood	1st Temp	J0527231	4	00092
Thermometer, Tympanic	Wick 2	Sherwood	1st Temp	J0527363	4	00012
Tube Rocker	Laboratory	Thermolyne	M26125	1107991081022	3	
Ultrasonic Cleaner	SC-Dental	L&R MFG	Q310H	394391	3	00283
Vacuum Pump	SC-Dental	Custom Air	CV101	CP38001	2	
Vacuum Regulator, Wall	PV-N Patient	Ohmeda	none	GFHG10719	2	
Vascular Doppler	ACPTC-Indigo		Mini Doplex	none	2	
Vibrator, Dental	ACPTC-Dental	Whaldent	TM-10H	870312867	3	
Vibrator, Dental	SC-Dental	Buffalo	1A	112862	3	
Vital Signs Monitor	ACPTC-	Welch Allyn	420 Series	200407238	2	

Description	Location	Manufacturer	Model	Serial#	Equipment Class	Hospital Number
	Cholla					
Vital Signs Monitor	ACPTC-Indigo	Welch Allyn	420 Series	200507794	2	
X-ray Chest and Bucky	SC-Radiology	GE/Hualun	600-0301	22914HL6	2	
X-ray Collimator	SC-Radiology	GE/Siemens	AL01F	02103	2	
X-ray Generator	SC-Radiology	GE	2259976	22537HLS	2	
X-ray Processor	ACPTC-Dental	Air Techniques	Peri-Pro	50752	2	
X-ray Stand, Ceiling	SC-Radiology	GE	2269646	97553068K7	2	
X-ray Table & Bucky	SC-Radiology	GE/Hualun	2259988	22572HL2	2	
X-ray Tower	SC-Radiology	GE/Hualun	2259973-4	21915HL4	2	
X-ray Tube	SC-Radiology	GE/Varian	2271627	47833-1Y	2	
X-ray, Dental	ACPTC-Dental	Gendex	GX-770	46-404600G	2	