



**MARICOPA
INTEGRATED
HEALTH SYSTEM**

Count on us to care.

**MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT
D.B.A. MARICOPA INTEGRATED HEALTH SYSTEM
2611 E PIERCE STREET, 2ND FLOOR
PHOENIX, AZ 85008-6092
602-344-1497 - VOICE
602-344-1813 - FAX**

REQUEST FOR PROPOSALS

**SPINAL SURGICAL PRODUCTS
SOLICITATION NUMBER: 90-10-029-RFP**

DATE OF ISSUE:

THURSDAY, JANUARY 14, 2010

DEADLINE FOR INQUIRIES:

THURSDAY, JANUARY 21, 2010 2:00PM MST

TIME AND DATE PROPOSALS DUE:

FRIDAY, JANUARY 29, 2010 2:00PM MST

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Spinal Surgical Products: 90-10-029-RFP

NOTICE OF SOLICITATION

Solicitation #90-10-029-RFP

REQUEST FOR PROPOSALS:

Maricopa County Special Health Care District dba: Maricopa Integrated Health System (MIHS) hereby solicits sealed proposals from qualified Proposers to provide Spinal Surgical Products with the intent to provide surgical implantable devices for Spinal Surgery and Biological products to include anterior cervical system, posterior cervical system, lumbar/thoracic system, and interbody devices.

A Request for Proposal document may be obtained at:

Maricopa Integrated Health System
Contract Management
2611 East Pierce Street, 2nd Floor
Phoenix, Arizona 85008-6092

Or at the MIHS web site: <http://www.mihs.org/openbid/index.html>

Written questions concerning this Request for Proposal package should be addressed to Thomas Kealy no later than Thursday, January 21, 2010 at 2:00PM Phoenix, Arizona Time. Questions may be submitted to Thomas Kealy via e-mail at thomas.kealy@mihs.org or may be faxed to 602-344-1813. Inquiries may be submitted by telephone, but must be followed up in writing. No oral communication is binding on MIHS. Answers to the written questions submitted by Proposers concerning the RFP will be provided in the form of an Addendum via the MIHS website. It is the responsibility of all potential Proposers to check the MIHS web site for any addendums to the RFP and to ensure signed Addenda are included in their Response to the Solicitation.

Completed and sealed proposals, including one (1) original, five (5) hard copies and one (1) soft copy in **Microsoft Word or Adobe Acrobat PDF on CD or DVD**, must be physically in the possession of Contract Management at the address above no later than Friday, January 29, 2010 at 2:00PM Phoenix, Arizona Time. It is strongly suggested that the selected delivery method will ensure receipt by Contract Management before the deadline. Proposers assume all risk associated with deliveries of proposals. At 2:15PM Phoenix, Arizona Time, the names of firms or individuals submitting proposals will be announced. No other public disclosure will be made until after award of a contract.

This announcement does not commit MIHS to award a contract or to pay any costs incurred in the preparation of Proposals. MIHS reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. MIHS reserves the right to award more than one contract based upon the Proposal(s) most advantageous to the Maricopa Integrated Health System, price and other factors considered. The contract is scheduled for award for the initial term of April 1, 2010 to March 31, 2012 with the option to extend for additional periods up to a maximum contract term of five (5) years. The MIHS Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Full text of the MIHS Procurement Code may be found at the following link: <http://www.mihs.org/docs/DistrictProcurementCodeEff06-25-2008.pdf> . MIHS reserves the right to award this contract in whole or in part to one or more contractors.

MIHS will endeavor to ensure in every way possible that minority and women-owned business

Spinal Surgical Products: 90-10-029-RFP

enterprises shall have every opportunity to participate in providing professional services, purchased goods, and contractual services without being discriminated against on the grounds of race, religion, sex, age or national origin.

1.0 EXECUTIVE SUMMARY

1.1 General MIHS Information

Maricopa Integrated Health System (MIHS) includes Maricopa Medical Center, the Arizona Burn Center, the Comprehensive Healthcare Center, the McDowell Healthcare and HIV Clinic, 10 community-oriented family health centers, and an attendant care program. Maricopa Medical Center also is a premier training center for the nation's physicians. Our medicine, surgery, pediatrics and OB/GYN programs, in particular, contribute to the body of knowledge of patient care. Maricopa Medical Center ensures that health care is available to all area residents giving paying and non-paying patients access to top quality medical care. MIHS is located in the central portion of Arizona.

MIHS is the health care safety net for citizens of Maricopa County. The health system serves people of many races and nationalities who come from diverse cultures and speak several different languages. Many of the patients face major challenges, such as lack of health insurance, complex medical problems, and difficult socioeconomic situations. Caring for these patients demands special knowledge and sensitivity. MIHS is committed to giving culturally appropriate, sensitive medical care and helping our patients live healthier lives. MIHS provides care for all that enter its doors. Annually, MIHS has nearly 21,000 inpatient admissions and 330,000 outpatient visits.

Maricopa Medical Center is a 526-bed licensed, full-service hospital, which includes a level one adult and pediatric emergency department. More than 56,000 adults and children were treated in our Adult and Pediatric Emergency Departments in 2009. The Arizona Burn Center, Arizona's only regional burn center and the second largest in the nation, provides world-class care for critically injured burn patients from across Arizona and the Southwest. Our Arizona Children's Center at Maricopa Medical Center features a 40-bed Neonatal Intensive Care Unit that provides critical inpatient services for babies transported across the Southwest. Our outpatient services and specialty care is offered at our Comprehensive Healthcare Center, a specialty care clinic located at the MMC campus. The Maricopa Psychiatric Center, a 65-bed licensed behavioral health facility, is also on site.

Maricopa Integrated Health System has 10 Family Health Centers throughout the Valley. The professional medical staff at all 10 centers are trained and certified in primary care and focuses on the treatment of both adults and children. Many of our Family Health Centers are designed to provide all your health care in one location, including primary care, dental care and pharmacy services.

Maricopa Integrated Health System's Desert Vista Behavioral Health Center is a 125-bed licensed hospital that provides a safe place for people in need of behavioral health care and psychiatric services. At Desert Vista, inpatient psychiatric services are provided in a comfortable, friendly environment. Located in Mesa, Desert Vista Behavioral Health Center specializes in the care of patients with major mental illness in an inpatient setting. The Center's medical staff consists of psychiatrists, nurse practitioners and psychologists.

2.0 SCHEDULE OF EVENTS

The time frame for the procurement under this RFP is as follows:

Notice of Solicitation Issued	Thursday, January 14, 2010
Deadline for Written Questions	Thursday, January 21, 2010 2:00PM MST
Proposal Submission Deadline	Friday, January 29, 2010 2:00PM MST
MIHS Proposal Review and Shortlist Decision	February 1 – 12, 2010
Contract Negotiations Finalized	February 15 – 26, 2010
Contract Award	February 26, 2010
Contract Start Date	April 1, 2010

MIHS reserves the right to deviate from this schedule.

3.0 WORK STATEMENT

3.1 SERVICE GOAL

The Contractor will provide surgical implantable devices for Spinal Surgery and Biological products to include anterior cervical system, posterior cervical system, lumbar/thoracic system, and interbody devices.

3.2 UNIT OF SERVICE

One unit of service is equal to one piece of equipment.

3.3 CONSIGNMENT (IF APPLICABLE TO YOUR FIRM)

Product shall be consigned to MIHS as follows:

3.3.1 Contractor shall consign to MIHS such quantities of Product as MIHS and Contractor shall mutually agree upon (collectively "Consigned Inventory").

3.3.2 All Consigned Inventory shall remain the property of Contractor until withdrawn and purchased by MIHS as herein provided; however, MIHS accepts all risk of loss and, any shortages in and the payment for all Consigned Inventory which may be used, opened, lost, or damaged. MIHS shall use reasonable efforts to:

- 3.3.2.1 Identify all Consigned Inventory as being the property of Contractor.
- 3.3.2.2 Separate Consigned Inventory from other property of MIHS, and
- 3.3.2.3 Maintain complete and accurate records concerning the Consigned Inventory.

3.3.3 MIHS shall purchase items of Consigned Inventory as determined by MIHS. Within two (2) days from MIHS' withdrawal from consignment of any Consigned Inventory, MIHS shall issue to Contractor a hard copy of a purchase order for such items. As Products are withdrawn from the Consigned Inventory, title shall pass to MIHS. A Purchase Order must be submitted within 48 business hours, Monday through Friday only, after the Product has been used. This will help to assure Product availability. Implants that are implanted and then removed (i.e. "explanted") will be invoiced at the lesser of 50% of the list price at the time of order or the discounted price as part of this Contract. If the product is opened and eligible for return, there will be no charge to MIHS.

3.3.4 MIHS must provide appropriate space to store and safeguard the Products.

3.4 INSTRUMENTATION

Contractor shall provide its spinal implant surgical instruments ("Instrumentation") to MIHS as follows:

3.4.1 The quantity of Instrumentation shall be as mutually agreed to by MIHS and Contractor.

3.4.2 MIHS shall have no ownership interest in the Instrumentation; however, MIHS is responsible for maintaining the Instrumentation in good condition and for using reasonable care in its handling and storage. MIHS shall be responsible for any loss of or damage to the Instrumentation and will be billed 50% of the Contractor's

list price in effect at the time of loss or damage which is attributed to MIHS. Disposable instruments shall be billed at 50% off list price in effect at time of order. Upon expiration or termination of this Contract, Instrumentation shall be removed from MIHS and returned to Contractor at Contractor's expense.

3.4.3 Instrumentation shall be provided by Contractor on a loaned or consigned basis at no additional cost or expense to MIHS except as noted in the preceding paragraph. The Instrumentation provided is restricted for use with the Products only and is not separately reimbursable and has no independent value. Contractor shall provide on a loaned or consigned basis rolling carts for equipment trays and any product maintained at MIHS.

3.4.4 Implant Trays. After each use, implant trays are to be restocked immediately after use by the Contractor's representative.

3.5 EDUCATIONAL SUPPORT

Contractor shall provide to MIHS a minimum of 72 hours annually, education to clinical staff, at no additional expense or cost to MIHS, relevant surgical techniques, product information and other educational information (as generally made available by Contractor) which are useful in connection with the proper use of the Products.

3.6 PRICES FOR THE PRODUCTS

Purchase prices for the Products during the Term of this Contract shall be based on Contractor's Printed Price List in effect as of the date of execution of the Contract, less discounts offered in Attachment E. Discount pricing will remain in effect contingent upon MIHS' compliance with all of the Work Statement terms set herein. In the event MIHS does not comply with all of the terms set forth herein, pricing for the Products shall immediately (from the date of non-compliance) revert to the Contractor's price list in effect at the time of such non-compliance, and thereafter MIHS agrees to pay in accordance with that price list. If and when Contractor confirms compliance with all of the terms herein, then during the period of such compliance, pricing shall again be as set forth in Attachment E.

3.7 SHIPMENT AND DELIVERY

All Products purchased hereunder shall be shipped F.O.B. Contractor freight prepaid. A shipping/handling fee in the amount of \$50 during the first year of the Term shall be added. Shipping fees during subsequent years will be negotiated prior to the anniversary date and adjusted accordingly to compensate Contractor for the costs of shipment and handling. Additionally, Contractor shall pay for all shipping and delivery charges for products purchased by MIHS; however, MIHS agrees to pay a special shipping fee of \$50, not to exceed \$200 in any calendar month for any elective procedures which will require the use of a Product where such procedure is performed with less than 24 hours notice and which require use of a courier or for any rush delivery requirement.

3.8 ADDING OR REMOVING PRODUCTS

Contractor may at its discretion add or remove Products from the categories listed in Attachment E. Contractor shall provide a list of trays and product left in MIHS' inventory. Trays and product will not be removed from the inventory without prior consent from MIHS.

3.9 INVOICES/PAYMENTS/REPORTING/AUDIT

3.9.1 Upon shipment (or in the case of loaned or Consigned Inventory, upon receipt of MIHS' purchase order-required within 48 hours after use) Contractor shall submit to MIHS an invoice for such Product. Invoices shall be paid by MIHS net thirty (30) days, inclusive of all shipping and handling fees. If MIHS does not dispute an invoice within fifteen (15) days of receipt of same, the invoice will be deemed to have been approved by MIHS. However, if MIHS disputes an invoice on the basis of pricing, product identification or other matter related to ability to properly process, Contractor shall resubmit a corrected invoice and MIHS shall pay the corrected invoice (if deemed acceptable) within 30 days of receipt. Contractor, as supplier, hereby informs MIHS, as buyer, of MIHS' obligation to make required reports (including reporting on net prices paid for items supplied hereunder) under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001, Subpart E). MIHS agrees that its representatives will meet with representatives of Contractor at least semi-annually during the Term of this Agreement, to review:

- 3.9.1.1 Payment records reflecting timeliness and amounts paid to Contractor all provisions of this Contract
- 3.9.1.2 All other material aspects of the parties' performance under this Contract.

3.9.2 MIHS will provide accurate and complete data to Contractor as reasonably requested by Contractor to permit Contractor to verify the basis for discount pricing to MIHS. Contractor is required to perform a physical inventory within 12 hours of notification by MIHS staff of loaned or Consigned Inventory during regular business hours. In the event that Contractor's audit of the loaned or Consigned Inventory at MIHS concludes that inventory is missing, the parties agree to use their best efforts to locate any such missing inventory and identify the reason(s) for its absence. If after reasonable efforts by both parties to locate such missing inventory is proven unsuccessful, MIHS agrees that it shall pay to Contractor any monies which are due and owing based on the agreed upon list of missing inventory. In the event that Contractor's audit of the loaned or Consigned Inventory at MIHS concludes that a surplus exists, Contractor agrees that it shall either credit MIHS for any monies which have been overpaid based on said surplus or allow MIHS to return to Contractor the surplus inventory. MIHS and Contractor to meet within fifteen (15) days after an audit of the inventory has been taken by Contractor, to resolve whether a surplus or a shortfall exists. In the event MIHS and Contractor are unable to agree within this timeframe that a surplus or a shortfall in inventory exists, either party may submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

3.10 NEW TECHNOLOGY AND CUSTOM PRODUCTS

Pricing for new technology and/or custom products will be negotiated and mutually agreed upon prior to introduction to MIHS.

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

4.0 EVALUATION CRITERIA AND PROCESS

4.1 Evaluation Criteria

Evaluation criteria to be utilized in determining the successful Proposer are listed below. The order of appearance does not signify relative importance. Although price will be a factor in Proposal evaluation, it may be a consideration of lesser importance to other items identified in the Proposal. MIHS reserves the right to accept other than the lowest priced Proposal.

- **Firm's Qualifications (Attachment B)**
This will include a thorough and detailed review of the submitted Organizational Information.
- **Pricing (Attachment E)**
This will include a thorough and detailed review of the Proposer's pricing. Although price will be a factor in proposal evaluation, it is specifically a consideration of lesser importance to other items identified in the proposal. MIHS reserves the right to accept other than the lowest priced proposal.
- **Response to RFP requirements (Attachment F)**
This will include a thorough and detailed review of the responses to the Work Statement specifications, the quality, completeness, accuracy and level of detail of the Proposal, the demonstration of the Proposer's understanding of the concepts and requirements of the system, and Oral Presentations.

4.2 Proposal Review Process

A committee composed of various representatives from MIHS departments will evaluate responsive proposals. The Committee may request clarifications and/or additional information from any respondent through written correspondence. At MIHS' option, Proposers may be shortlisted and invited to make presentations to the Committee. The Committee will prepare an objective ranking of the proposals. MIHS may, at its sole discretion, reject any or all proposals submitted in response to the Request for Proposal.

4.3 Competitive Negotiation

MIHS retains the right to negotiate the final contract terms and conditions, to be presented to the Maricopa County Special Health Care District Board of Directors for approval, with one or more of the apparent most responsive Proposers as solely determined by MIHS.

MIHS reserves the right to request clarification, to conduct discussions with Proposers, to request revisions of proposals, and to negotiate price changes or waive minor informalities. During the discussion period, no information will be disclosed regarding either the contents of Proposals or discussions. When the Board of Directors makes an award, the solicitation file and the Proposals are a matter of public record.

4.4 Best and Final Offer

MIHS may issue a written request for Best and Final Offers (BAFO). The request shall set forth the date, time and place for the submission of the BAFO. BAFOs shall be requested only once, unless the Director makes a written determination that it is advantageous to MIHS to conduct further discussions or change MIHS' requirements. The request for a

BAFO shall inform Proposers that if they do not submit a notice of withdrawal or a BAFO, their immediate previous offer will be construed as their Best and Final Offer.

4.5 Award of Contract

Subject to the Board of Directors approval, award will be made to the Proposer whose proposal has been deemed most advantageous to MIHS in accordance with the evaluation criteria contained in this RFP.

5.0 INSTRUCTIONS TO PROPOSERS

5.1 General Directions

This Request for Proposal (RFP) package contains all the information and forms necessary to complete and submit a proposal. Proposers are encouraged to review the RFP package in detail prior to commencing work.

Any person, firm, corporation or association submitting a Proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications. Conditional Proposals will not be considered. All Proposals must be signed by an authorized signatory; unsigned Proposals may be rejected.

All responses and accompanying documentation will become the property of MIHS at the time Proposals are opened. Proposals deemed to be non-responsive will be returned to the Proposer.

5.2 Required Response Format

To assist in the evaluation process, all proposals must follow the same format. **Proposals in any other format may be considered informal and may be rejected.**

One soft copy on CD or DVD with one original and five hard copies of the Proposal must be submitted in separate 3-ring binders and must have sections tabbed and labeled as follows. The original must be labeled as such.

- Table of Contents
- Authorization to Submit Proposal and Required Certifications (Attachment A)
- Organizational Information (Attachment B)
- Professional References and Potential Site Visits (Attachment C)
- Proposer's Pricing (Attachment E)
- Respondent's Reply to Work Statement (Attachment F)
- Proposer's Stated Exceptions to RFP Requirements (Attachment G)
- Proprietary and/or Confidential Information (Attachment H)
- Signed Addenda to this RFP

5.3 Authorization to Submit Proposal (Attachment A)

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

5.4 Organizational Information (Attachment B)

Proposers must complete the information requested in Attachment B. Necessary directions are included in the document.

5.5 Professional References (Attachment C)

Proposers must use the format provided in Attachment C for Professional References. Proposers are to supply references from at least three (3) companies or organizations for which they provide similar services.

5.6 Proposer's Pricing (Attachment E)

Attachment E is to be used by the Proposer to specify their proposed rates for Spinal Surgical Products. By completing the Proposer's pricing, the Proposer is submitting its firm offer.

5.7 Response to Work Statement Requirements (Attachment F)

Proposers are to state precisely how their firm will satisfy each requirement. Conciseness will be viewed favorably in evaluating overall responsiveness to this solicitation.

5.8 Proposer's Stated Exceptions to the RFP Requirements (Attachment G)

The Proposer shall clearly identify any exceptions to the RFP specifications or contract terms using Attachment G. This is the only means for Proposers to state exceptions to the requirements of the RFP in their Proposal. **Exceptions raised at a later time, or in any other location of their Proposal, will not be considered in any negotiations.** Proposer(s) may inspect the General Provisions at: <http://www.mihs.org/docs/GeneralProvisions-May52008.doc>.

5.9 Proprietary and/or Confidential Information (Attachment H)

Attachment H must be verified and signed by a person authorized to make a binding offer for their organization. The original signed document must be included in the submission.

Any information that is deemed proprietary and/or confidential by a Proposer must be clearly identified as such. The Proposer shall submit justification for any information designated as proprietary and/or confidential in nature. Final determinations of nondisclosure, however, rest with the Procurement Officer.

MIHS will not be held accountable if material from responses is obtained by parties other than MIHS without the written consent of the Proposer.

5.10 E-Verification (Attachment I)

Attachment I is being provided for informational purposes only related to this solicitation. Proposers awarded a contract subsequent to this solicitation will be expected, upon request by MIHS, to submit the forms in Attachment I as a condition of the Contract.

IT IS NOT NECESSARY TO INCLUDE THE DOCUMENTS IN ATTACHMENT I WITH YOUR PROPOSAL.

5.11 Signed Addenda

It is the Proposer's obligation to assure that they have received and reviewed all Addenda issued. Proposers must include a signed copy of each Addenda cover page issued in relation to this RFP within their Proposal. Proposers who fail to submit all signed Addenda may be deemed non-responsive and may be rejected. Addenda returned to MIHS separately from the Proposal will not be retained. Any Addenda to this solicitation will be posted on the Maricopa Integrated Health System Web Site under the Solicitation number.

5.12 Submission of Proposal

Complete and sealed submissions must be delivered with the Solicitation Number (90-10-029-RFP) clearly visible on the outside of the parcel. Completed and sealed Proposals, including a soft copy on CD or DVD, as well as one original and five hard copies must be delivered to the location specified below. Sealed parcels must be physically in the possession of MIHS Contracts Management, 2611 East Pierce Street, 2nd Floor, Phoenix, AZ 85008-6092 by 2:00PM Phoenix, Arizona Time on Friday, January 29, 2010. **PROPOSALS RECEIVED AFTER 2:00PM PHOENIX, ARIZONA TIME ON FRIDAY, JANUARY 29, 2010 WILL NOT BE ACCEPTED.**

5.13 Proposer's Inquiries

All Questions related to the content and requirements of this solicitation may be submitted to Thomas Kealy via e-mail at thomas.kealy@mihs.org or may be faxed to 602-344-1813. Inquiries may be submitted by telephone, but must be followed up in writing. No oral communication is binding on MIHS. Questions will be accepted up until 2:00PM Phoenix, Arizona Time on Thursday, January 21, 2010.

5.14 Withdrawal of Proposals; Late Proposals

At any time prior to the proposal due date and time, the Proposer may withdraw its Proposal. Late Proposals will not be accepted.

5.15 Proposal Opening

Proposals will be opened publicly 15 minutes after the proposal due date and time. The name of each Proposer will be read aloud and recorded, but no other information contained in the proposals will be disclosed. Proposals will not be available for public inspection until after Contract Award.

5.16 Rights of MIHS

MIHS reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award or to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

ATTACHMENT A: AUTHORIZATION TO SUBMIT PROPOSAL AND REQUIRED CERTIFICATIONS

By signing below, the Proposer hereby certifies that:

- * They have read, understand, and agree that acceptance by MIHS of the Proposer's offer by the issuance of a purchase order or contract will create a binding contract;
- * They agree to fully comply with all terms and conditions as set forth in the MIHS Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement;
- * They are in compliance with A.R.S. § 35-391 et. seq., §35-391.06 and A.R.S. § 35-393 et. seq. including §35-393.06 and do not have scrutinized operations in Iran or the Sudan and are not in violation of the Export Administration Act.

The person signing the Proposal certifies that he/she is the person in the Proposer's organization responsible for, or authorized to make, decisions regarding the prices quoted.

The Proposer is a corporation or other legal entity.

No attempt has been made or will be made by the Proposer to induce any other firm or person to submit or not to submit a Proposal in response to this RFP.

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

The price and terms and conditions in this Proposal are valid for 120 days from the date of submission.

FIRM SUBMITTING BID

ADDRESS

TELEPHONE

CITY

STATE

ZIP CODE

FAX

FEDERAL TAX ID NUMBER

EMAIL

AUTHORIZED SIGNATURE

DATE

PRINTED NAME AND TITLE

MINORITY BUSINESS/WOMEN BUSINESS/SMALL BUSINESS/DISADVANTAGED BUSINESS

(Check appropriate item):

- Minority Business Enterprise (MBE)
- Women Business Enterprise (WBE)
- Small Business Enterprise (SBE)
- Disadvantaged Business Enterprise (DBE)

ATTACHMENT B: ORGANIZATIONAL INFORMATION

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

1. Name of Proposer: _____
dba: _____
2. To whom should correspondence regarding this contract be addressed?
Individual's Name: _____
Company Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____ Email address: _____
Contact Person (if different from above): _____
3. Date business was established: _____
4. Ownership (e.g., public company, partnership, subsidiary): _____
5. Primary line of business: _____
6. Total number of employees: _____
7. Detail corporate experience within the last five years relevant to the proposed RFP, including specific details regarding the Proposer's experience.
8. Is your agency acting as the administrative agent for any other agency or organization? _____
If yes, describe the relationship in both legal and functional aspects.
9. Detail the qualifications and professional background of all management, technical, and on-site staff who would be directly involved in providing the proposed services. Include copies of their current resumes.
10. Provide a copy of the current organizational chart indicating all personnel who would be involved in providing the proposed services.
11. Does the organization have any uncorrected audit exceptions? _____
If yes, please explain.
12. Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your program? _____
If yes, please explain.
13. Have there ever been any felony convictions of any key personnel (i.e., Administrator, CEO, Financial Officers, major stockholders or those with controlling interest)? _____

If yes, please explain:

14. Has anyone in your organization, or has your organization, ever been restricted or, in any way sanctioned, or excluded from participation in any governmentally funded healthcare programs including, but not limited to, Medicare or Medicaid/AHCCCS? _____
If yes, please explain.
15. Will you provide a market incentive for future purchase growth at MIHS? _____
If yes, describe your program. How will it work, what incentive is available, and what volumes achieved trigger the incentive?
16. Do you have a local company representative that will be assigned to the MIHS account? _____
If yes, what is the representatives name and how long have they worked in the market with your company?
17. Please describe your training and education programs that you have available to assist MIHS' surgeons and surgical staff learn about your products.
18. Are your products available for consignment? Yes No:
19. Describe your payment terms.
20. Describe other value added services available within your company you believe MIHS should know when evaluating your offer.

ATTACHMENT C: PROFESSIONAL REFERENCES

Enter the information requested below for at least three professional references. These references should be current or recent clients for whom the Proposer has provided Spinal Surgical Products similar to those solicited under this RFP:

REFERENCE #

Organization Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Contact Person Phone Number: _____

Please provide a description of the services provided. Clearly identify the similarities and dissimilarities to the services being proposed in response to this RFP.

Description for Reference:

ATTACHMENT D: INTENTIONALLY LEFT BLANK.

ATTACHMENT E: PRICING

The document is to be used by the Proposer to specify proposed rates for Spinal Surgical Products. Rate quotes are to be provided for the period April 1, 2010 to March 31, 2012.

- A. List your company's guaranteed Discount Rate (% off of the 2009 published catalog national list price) for the spinal implants and biologicals devices. Provide an aggregated average versus a per product type %.**

- B. For each of the systems stated below, provide an electronic spreadsheet with the following column fields: national hospital list price, percent discount (as indicated in Paragraph A above), hospital discount price, description of item, and part number for each item contained in each system.**
 - 1. Posterior Cervical Lateral System with Occipital Extension
 - 2. Pedicle Screw System
 - 3. Interbody Cage System
 - 4. Anterior Thoracolumbar Dual Rod/Plating Systems
 - 5. Thoracolumbar Corpectomy Cage System
 - 6. Anterior Lumbar Plating System
 - 7. Iliac Screw System Minimally Invasive System
 - 8. Posterior Thoracolumbar System
 - 9. Biological(s) if applicable for your firm

Upon successful negotiations with Proposer(s), pricing information will be inserted into Section IV, Compensation, Paragraph 2, Pricing.

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

I hereby certify that I acknowledge acceptance of the rates for the initial contract period of April 1, 2010 to March 31, 2012:

Signature of Authorized Individual

Printed Name of Authorized Individual

Name of Submitting Organization

Date

ATTACHMENT F: RESPONSE TO WORK STATEMENT REQUIREMENTS

The Proposer must explain how they will meet all the requirements of the Work Statement. The Proposer shall insert appropriate text to indicate specifically how it will satisfy each requirement. The Proposer should use as much detail as necessary to clearly convey how they will ensure provision of these services. Proposers should not simply restate the requirements, but describe how each task will be accomplished.

Nothing prohibits the addition of supplemental services, not identified in this solicitation and deemed necessary by MIHS and agreed to by the selected Contractor(s).

Services associated with this procurement and the resulting contract(s) may be added or deleted by the District, as needed.

See Work Statement for Objectives and Tasks.

ATTACHMENT G: EXCEPTIONS TO RFP REQUIREMENTS AND/OR GENERAL CONTRACT PROVISIONS

Proposers must use this section to state any exceptions to the RFP requirements and/or any requested language changes to the **MIHS General Provisions**. Proposer(s) may inspect the General Provisions at: <http://www.mihs.org/docs/GeneralProvisions-May52008.doc>. This is the only time proposers may contest these issues. Requests for changes after the date proposals are due will not be considered and could subject the proposer to non-award on grounds of non-responsiveness.

Please sign and include this statement with your proposal.

I have read MIHS' General Provisions and:

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

Signature of Authorized Individual

Printed Name of Authorized Individual

Name of Submitting Organization

Date

ATTACHMENT H: PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

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

PURSUANT TO THE PROCUREMENT CODE, ANY SPECIFIC DOCUMENTS OR INFORMATION THAT THE PROPOSER DEEMS TO BE PROPRIETARY AND/OR CONFIDENTIAL MUST BE CLEARLY IDENTIFIED AS SUCH IN THE RESPONSE ALONG WITH JUSTIFICATION FOR ITS PROPRIETARY AND/OR CONFIDENTIAL STATUS.¹

NOTE: The Proposer may not claim that the entire response or the entire submission is proprietary and/or confidential. It is the Proposer's responsibility to clearly identify each document and each piece of information in their submission that is proprietary and/or confidential. The final determination of nondisclosure, however, rests with the Procurement Officer.²

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

This is the *only notice* that will be given to the Proposer regarding the Proposer's responsibility to clearly identify its proprietary and/or confidential information. If a public records request is submitted to the District and the Proposer did not clearly identify its proprietary and/or confidential information at the time their response is submitted, the District will not provide Proposer with any subsequent notice or opportunity to identify proprietary and/or confidential documents or information.

Please sign and include this statement with your proposal. I hereby certify that I acknowledge acceptance of the terms above and that I have:

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

Signature of Authorized Individual

Printed Name of Authorized Individual

Name of Submitting Organization

Date

1 MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT (MCSHCD) PROCUREMENT CODE, ARTICLE 1, GENERAL PROVISIONS, PARAGRAPH HS-104, CONFIDENTIAL OR PROPRIETARY INFORMATION.

2 MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT (MCSHCD) PROCUREMENT CODE, ARTICLE 1, GENERAL PROVISIONS, PARAGRAPH HS-104(C).

ATTACHMENT I: CONTRACTOR EMPLOYMENT RECORD VERIFICATION REQUIREMENT

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

NOTE: IT IS NOT NECESSARY TO INCLUDE THE DOCUMENTS IN ATTACHMENT H WITH YOUR PROPOSAL.



Contractor shall identify all contractor and subcontractor employees performing work under this contract and shall verify and certify that all employees working under this contract are in compliance with the Federal immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Maricopa County Special Health Care District, dba, Maricopa Integrated Health System (“MIHS”) Contractor Employment Record Verification Form and Employee Verification Worksheet

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

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

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

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

Contract Number:		
Name (as listed in the contract):		
Address:		
City:	State:	Zip:

I hereby attest that:

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

Signature of Contractor (Employer) or Authorized Designee:

Signature

Printed Name:

Title:

Date:

