



Primary Healthcare for All

Medical Wholesaler Services

Request for Proposal

April 1, 2024

This Request for Proposal (“RFP”) includes data that shall not be disclosed outside and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to respond to this RFP. All supplier pricing information submitted in response to this RFP will be considered confidential. Any additional materials that are to be considered and treated as confidential must be clearly marked “confidential” prior to submission.



REQUEST FOR PROPOSAL: TABLE OF CONTENTS

1	Introduction	3
2	Contact / Response Guidelines	5
3	Evaluation Criteria	10
4	Supplier Background	13
5	Technical Information & Client Service	15
6	Relationship Management	16
	APPENDIX 1: RFP Intent to Respond Form	17
	APPENDIX 2: RFP Question Submission Form	18
	APPENDIX 3: Terms and Conditions Related to the RFP Response	19
	APPENDIX 4: Vendor Engagement Guidelines for AACHC RFP	24



1

INTRODUCTION

INTRODUCTION

The Arizona Association of Community Health Centers dba Arizona Alliance for Community Health Center (AAHC, the Alliance) invites wholesale pharmaceutical vendors (Respondent) having 340(b) and non-340(b) capabilities to submit a proposal for a group purchasing agreement in accordance with the specifications outlined in this Request for Proposal (RFP).

AAHC currently has a pharmaceutical GPO in place and is sharing this proposal as part of contract due diligence for our Health Center members.

All costs that you incur in connection with the preparation and submission of your response to this RFP and with any subsequent discussions or negotiations of a formal contract will be at the vendor's own discretion and expense. This document shall not be construed as a request or authorization to perform work. This RFP does not represent a commitment to purchase. Submission of a response constitutes acknowledgment that the vendor has read and agrees to be bound by such terms.

OVERVIEW

The Arizona Alliance for Community Health Centers (AAHC) is a non-profit organization whose mission is to advance Community Health Centers (CHCs) 's vital work in serving our communities' unique needs. AAHC has served as Arizona's Primary Care Association (PCA) since 1985 and comprises the state's largest network of primary care providers, serving over 817,000 patients across 175 sites and providing health services at over 3,200,000 office visits. AAHC houses Arizona's current – Health Center Controlled Network (HCCN), which supports health centers in addressing their challenges in leveraging Health IT for value-based care, requiring HIPPA compliance controls in our IT environment.



This document is being used to solicit proposals from prospective vendors and to identify a vendor that can best fulfill the objectives and other criteria outlined in this Request for Proposal.

AACHC's primary objective in releasing the RFP is to provide our members access to competitive rates to purchase medical supplies in support of their health center operations. The agreement will allow a vendor to provide wholesale distribution of pharmaceuticals, related goods, and services at a discounted rate to community health care providers who are members of the AACHC group purchasing organization and are 340(b) eligible (Customers).

The Agreement supports:

- The distribution will include both 340(b) and non-340(b) drugs.
- The agreement would be for an initial three (3) year period beginning on or around November 1, 2024.
- The agreement is eligible for automatic renewal annually for up to two (2) one (1) year successive periods.
- The maximum period of the entire contract will be five (5) years.
- Either party may terminate the agreement with or without cause with 60 days prior written notice at any time during the agreement's term.

To learn more about AACHC, please visit the public website at <https://aachc.org>



2

CONTACT / RESPONSE GUIDELINES

RESPONSE TIMING:

The schedule of major activities for this vendor selection process and their tentative completion dates includes the following:

Activity	Target Completion
Distribute RFP to vendors	April 1, 2024
Confirmation vendor intent to respond	April 15, 2024
Vendor submit questions	April 22, 2024
AAHC response to vendor questions	April 26, 2024
RFP responses due	May 3, 2024
Selected Vendor Demonstrations	May 2023
Vendor Recommendation	On or before July 2024
Contract Finalized	On or before October 2024

CONTACT INFORMATION

All communication with AAHC must be directed at the Points of Contact for this project as follows:

Michelle Horne
Chief Operating Officer
 Direct: (602) 288-7540
 Email: michelleH@aachc.org

Copy: rfp@aachc.org

INTENT TO RESPOND

Vendors must notify AAHC of their intent to respond by 11:59 PM MST on Monday, April 15, 2024. This notification should be sent via email to the contact information noted in Appendix I.



PROPOSAL SUBMISSION

1. AACHC reserves the right to reject any and all proposals after the submission deadline.
2. **Proposals must be submitted via email to: rfp@aachc.org.** Pricing Response should be sent as a separate file but may be contained in the same email as the Technical Response and other information submitted.
3. The submission should include any additional internal rules and/or laws that are applicable to the wholesale distribution of 340(b) and non-340(b) pharmaceuticals and pharmaceutical supplies.
4. All responses must include the following:
 - a) Technical Response (Section 3).
 - b) Qualified Vendor Status (Section 4).
 - c) Pricing.
 - d) A Copy of your Annual Report, the most recent Dunn and Bradstreet report, or any other recognized third-party credit agency report for your company.
 - e) Sample of your company's contract to include proposed Terms and Conditions.
 - f) Sample Service Level Agreements (if applicable).
 - g) Completed RFP Intent to Respond (Appendix 1).
 - h) Signed Terms & Conditions Related to the RFP Response (Appendix 3).
 - i) Attachments and Additional Information (Section 5 & Section 6).
 - j) All responses related to deadline times should be indicated in Arizona Time (MST).

RFP SUBMISSION REQUIREMENTS & RULES

Pre-submission questions must be submitted via email to rfp@aachc.org by Monday, April 22, 2024. All questions must clearly identify the relevant section(s) in the RFP. All questions and responses will be communicated to all respondents via email.

REVIEW PROCESS

The review process will be based on a variety of factors, at the sole discretion of AACHC, including but not limited to the following:

- a) The ability of the selected vendor to successfully support the current and future business needs of AACHC and its members.
- b) Compliance with any regulations and guidance from regulatory authorities.
- c) The total price, considering one-time vendor and AACHC or member costs, as well as the cost of ongoing service and support.
- d) Selection will be based on the vendors' scores in the evaluation process.



- e) Scoring will be based on (at a minimum) the highest available wholesale discount, the usability and availability of additional services provided by the vendor to the customers, and available customer support through any transition.
- f) The highest GPO administrative fee offered to cover the program's administrative expenses.

AWARD & VENDOR DEMONSTRATION

1. Only those proposals deemed Responsive (“Responsive”) will be deemed eligible for an award. Responsive proposals are those submitted proposals that conform in all material respects to these RFP requirements from a responsible Respondent, which is a vendor with the capability in all respects to perform fully the contract requirements with the integrity and reliability that shall assure good faith performance. The final selection of a proposal and a subsequent contract award shall be at the sole discretion of AACHC. The Respondent will not have any cause of action against AACHC or its members arising from the award.
2. The top three Respondents will be contacted in May 2024 to set up interviews for additional information. During vendor demonstrations, Respondents should expect to review key components of their proposals via a presentation format and answer questions from the selection committee and AACHC members interested in the GPO.
3. A contract will be negotiated with the Respondent whose proposal is most advantageous to AACHC and its members. AACHC reserves the right to accept or reject any or all proposals for any reason and waive any of the requirements of the proposal selection procedures as described in this RFP. Upon Respondent selection, AACHC and the Respondent shall enter into an appropriate agreement setting forth the terms and conditions concerning the rights and obligations of both parties. The contract will follow substantially the terms described in this RFP and allow AACHC member organizations to join the agreement. AACHC reserves the right to negotiate changes to the terms described in this RFP as may be required.

EVALUATION

AACHC will review and evaluate each proposal according to a uniform set of criteria. Respondent shall have no cause of action against AACHC or its members arising from the methods by which proposals are evaluated. This RFP will be evaluated according to the Evaluation Criteria reflected in the RFP, but not limited to pricing, contract, references, reports, software license, maintenance and support, training, and implementation.



CONFIDENTIALITY / DISCLAIMER

1. This notice reminds all recipients that this RFP is confidential and proprietary information of AACHC. As such, this RFP and all such other information are to be treated confidentially and used only to prepare a response for submission. Any other use is strictly prohibited.
2. All material submitted to AACHC in response to this RFP shall become the property of AACHC.
3. The submission of this RFP in no way obligates AACHC to award the project to you or anyone else.
4. AACHC reserves the right to accept or reject your response at its discretion. AACHC is not bound to explain its decision on selection.
5. AACHC reserves the right to determine whether your response to the mandatory requirements subjects the bid to disqualification.
6. AACHC may withdraw and/or revise this RFP at any time and for any reason whatsoever. Nothing in this RFP or its submission to you or others obligates AACHC to purchase any products or services from you or anyone else.
7. No binding contract relating to the RFP shall be deemed to exist unless and until AACHC, in its sole discretion, executes a written contract with the party or parties of its choosing.

HIPAA PRIVACY & SECURITY RULES

If your company is awarded a contract to perform certain services that may expose Protected Health Information and/or Nonpublic Personal Information, your company shall be required to endorse and abide by the member Entity's HIPAA Business Associate Addendum. In addition, the vendor shall be mindful that certain provisions in this Agreement may, in the future, be subject to change in accordance with the American Recovery and Reinvestment Act of 2009 (ARRA). The Act amends several provisions of the HIPAA Privacy and Security Rules, including the BAA provisions of the Privacy Rule.

COMPLIANCE WITH EXECUTIVE ORDER 13224 & THE U.S. PATRIOT ACT

1. As U.S. Organizations, Entity, and its contractors/vendors are required to comply with the Presidential Executive Order 13224 (the "Executive Order") on Terrorist Financing of September 23, 2001, as well as the US Patriot Act, Public Law 107-56 October 26, 2001, and the Department of the Treasury, Office of Foreign Assets Control (OFAC) regulatory requirements.
2. AACHC may check all organizations with which it does business against the OFAC and any other debarment lists. We trust that your organization is also in compliance with the Executive Order and the US Patriot Act by fulfilling the requirements established within these federal mandates.



COMPLIANCE WITH ENTITY POLICIES

Member-Entity may require vendors, contractors, and their employees to comply with all Entity codes of Ethics. In addition, vendors, contractors, and employees shall be appropriately attired in accordance with the Entity dress code while on any Entity property. Proper attire includes appropriate apparel, safety equipment, visible Entity-issued name tags or visitor badges, etc.

COOPERATION WITH OTHER CONTRACTORS/VENDORS

The contract and services performed there under may necessitate the interaction and collaboration of the vendor to work in a cooperative effort with other contractors/vendors to achieve desired results. In recognition thereof, the vendor shall agree to cooperate with and to support the efforts of any other contractor/vendor who may act independently of and/or collectively with the vendor to accomplish satisfactory and desired results in the performance of any tasks, provision of any service or delivery of any products that are requested by or for the benefit of Entity.

DISCLOSURE OF PENDING LITIGATION AND/OR REGULATORY ACTION

Respondent shall disclose whether their organization, any officers and/or executive employees have any pending litigation or regulatory actions that could potentially impede their work and/or participation in the proposed project.

CONTRACTUAL/ORGANIZATIONAL REQUIREMENTS

1. Respondents shall honor the proposal, terms, and pricing for at least one hundred eighty (180) days after the submission deadline. Extensions of time beyond 180 days shall be available if mutually agreeable.
2. While this RFP attempts to represent the current needs of the Entity organization, it does not necessarily represent the Entity's final or complete objectives or requirements. Therefore, Entity reserves the right to supplement, amend, or cancel the RFP outright, giving equal information and cooperation to all Respondents with respect to such.
3. AACHC is not required to award the contract to the lowest bidder or to any bidder at all. If none of the proposals are adequate, the AACHC reserves the right to withdraw the RFP at any time, without penalty and at our sole discretion.

COST OF RESPONSE/DISCLAIMER

You shall prepare and submit your response to this RFP at your sole cost, risk, and expense.



3

EVALUATION CRITERIA

OVERVIEW

AACHC is looking for a reliable, financially stable supplier who has the ability to meet or exceed AACHC's stringent cost, quality, and service requirements. All elements of each response, including value-added and intangible factors, will be evaluated. General areas of focus are as follows:

1. Pricing and Payment

- a. Outline the purchase price products will cost minus a discount percentage that will vary depending on a Customer's net purchasing volume for brand drugs, generic drugs, and over-the-counter drugs, using both 340B and non-340B drug pricing. Cost should be defined as follows:
 - i. The cost of products (whether drop-shipped or not) is based on the cost of goods.
 - ii. The establishment of discounted pricing for non-340B drugs is consistent with an exclusive purchasing agreement similar to a Group Purchasing Organization. However, if the vendor would bill a lower amount for identical products if they were non-contract products, then the cost for that product would be the lower amount.
 - iii. The regulation may require the submission of pricing for a sample of select drugs to compare the cost of goods between vendors.
 - iv. For non-contract products that are drop shipped, the cost is the supplier's invoice price to the vendor.
- b. The initial discount percentage for each facility will be based on the aggregate estimated monthly purchases for all members of the AACHC Group Purchasing Organization (AACHC GPO). It will be adjusted up or down following each calendar quarter - based on the aggregate net purchase volume of the AACHC GPO.
 - i. AACHC GPO would like the option of future-forward discounts for when the cost of goods sold (COGS) discount is maxed out.
- c. The vendor will invoice each customer separately using a method agreed upon and specific to each individual customer. Options may include but are not limited to electronic invoices or multiple copies of paper invoices.
- d. Each customer will individually negotiate payment terms and credit lines with the vendor based on that customer's financial characteristics.
- e. Separate invoices for controlled substances will be generated and provided to each customer in a manner acceptable to that customer.



2. Ordering and Delivery

- a. Each customer will order electronically through an online interface on an as-needed basis, but no less than once a month.
- b. For all products in stock at the time of order, the vendor will deliver the order to the customer using an in-person courier service on the next business day.
- c. Each customer will be able to download current acquisition pricing from the Vendor and upload that pricing to the customer's pharmacy management software.
- d. Technical support related to Vendor activities will be provided with reasonable accessibility to each customer.
- e. RFP should include specific information about:
 - i. Main and remote location ordering and delivery. Preference for Monday-Saturday delivery availability.
 - ii. Inventory clean-ups, returns to stock, and overstock items during the calendar year.
- a) Inventory clean-up should be at no cost to the health center (i.e., no restocking fees, handling fees, etc.) and at least once per contract year. The clean-up window should open for a month if it is requested 60 days ahead of time by the health center to the vendor. The criteria for clean-up items' expiration and the status of product packaging should be clearly delineated to the health center prior to the window being scheduled. Cleanup will include eligible refrigerated items.
 - iii. Individual opt-outs of any automatic substitution are allowed.

3. Group Purchasing Organization Administrative Fees

- a. A percentage of net purchase volume will be paid quarterly by the Vendor to AACHC as an administrative fee for GPO services rendered throughout the period of the agreement.
- b. The vendor will pay AACHC the fee on a quarterly basis (at a minimum).

4. Value Added Services

- a. An experienced 340B and Community Health Center customer service agent should be available on a regular and consistent basis.
- b. The customer will be provided with a method of evaluating the performance of the Vendor and all the Vendor's agents on at least a quarterly basis to the individual health centers that desire to participate and up to monthly if requested.
- c. The Vendor will arrange drop shipments for any product not currently available through the Vendor.



- d. Vendor will provide at least three (3) inter-warehouse transfers per calendar year per health center at no cost to the health center.
 - e. Vendor will provide resources to assist eligible health center pharmacies to apply, transition to, or maintain PSAO services through the Vendor affiliated PSAO. Updates will be provided via presentation by dedicated resources or in official written documentation regarding off-cycle and annual changes to PSAO strategies and changes in the high-volume contract(s)
 - f. Customers will be notified of special offers/pricing provided by the Vendor when they become available.
 - g. Additionally, customizable reports will be available for each customer through the Vendor's web interface.
 - h. The ability for customizable design and print pharmaceutical labels should be available to the customers at a discount to participating health centers due to Prime Vendor designation.
 - i. The vendor will provide physical inventory assistance with a software program or internet access to provide physical inventory reports and handheld devices for the physical inventory process.
 - j. Vendor will provide access to an EDI resource to establish connectivity with various pharmacies, DSCSA, and inventory software at no cost to the health center other than the cost incurred by the software company desiring the EDI interface with Vendor.
 - k. Vendor will provide a front-end OTC reset every contract year per health center at no additional charge. This applies to all eligible pharmacy locations within an individual health center.
 - l. Recall notification and return assistance.
 - m. Any other value-added services and discounts associated with the service.
5. AACHC does not represent that these are the sole selection criteria and reserves the right to adjust its selection criteria at any time. For this RFP, "customer" represents any member actively participating in the AACHC GPO program.
 6. The submission should include a response to all elements listed in Section 3: Evaluation Criteria. Respondent may reflect any services in addition to the required services that will add value to the relationship between the vendor and the customers under the Value Added Services section.
 7. **The proposal should be sent by email to rfp@aachc.org and received by 11:59 p.m. MST on Friday, May 3, 2024.**



4

SUPPLIER BACKGROUND

Please Note: Answers should not be limited to yes or no. Provide detail wherever possible.

COMPANY BACKGROUND

1. Provide detailed background information about your company, including:
 - a. Company name, address, phone number, and website.
 - b. Name of parent organization and any affiliates/subsidiaries.
 - c. Ownership structure (major shareholders and share of ownership).
 - d. Name of the principal(s) of the firm.
 - e. Name, telephone number and email address of a representative of the firm authorized to discuss your submission.
 - f. Business focus.
 - g. Number of employees.
 - h. Company Type (Corporation, LLC, S-Corp)
 - i. Description and history of the firm.
 - j. Description of the organization's position within the industry; description of the services offered and/or competitive advantage.
 - k. Identify key members of the management team who will support AACHC and AACHC GPO members and provide their biographies.
 - l. Are there any mergers or acquisitions that your company is currently committed to executing? What if any impact would those business events have on the products and services outlined in this RFP?

REFERENCES

1. Provide three references, including a contact name and telephone number for current customers.
2. List one client no longer doing business with your firm.
3. List your top five customers: a) in total; b) in healthcare; and c) in services industry, and year in which customer relationship began.

FINANCIAL BACKGROUND

1. Provide audited financial statements, annual reports if available, for the three most recent fiscal years.
2. Has your company ever filed for Bankruptcy under Chapter 7, 11, or 13? (Under current or past company's name)



3. Provide the name and phone number of a senior finance person within your company that may be contacted to discuss financial matters and assist AACHC with a financial due diligence evaluation of your company.
4. What insurance do you have in force that will extend to AACHC in the vendor relationship proposed?

STRATEGIC INITIATIVES & COMPLIANCE

1. What new services or products will you bring to market within the next 18 months that could benefit AACHC?
2. Are you able to certify compliance with current HIPAA (Health Insurance Portability and Accountability Act) Regulations?
3. Does your company have a Disaster Recovery Plan/Business Continuity Plan? If yes, are you willing to provide your organization's latest plan if requested?

VALUE PROPOSITION TO AACHC

1. What differentiates your solution from your competitors?
2. How will you help AACHC differentiate itself from other GPO providers of medical wholesale services?
3. Do all of your clients have the same functional capabilities? Please identify what you have done to customize solutions for current customers.
4. Do you qualify as a diverse organization? If so, please submit a copy of your certification.

LAWSUITS AND LEGAL ACTIONS

5. Describe any potential liability related to material litigation.



5

TECHNICAL INFORMATION & CLIENT SERVICE

GENERAL

Please provide any details on the technical requirements and pharmaceutical software application requirements. Information should include, but not be limited to, any hardware requirements, software license agreements, information technology requirements, reports offered, and any third-party contracts required to support your ability to deliver on the RFP requirements.

MAINTENANCE & SUPPORT

Please provide any details on the maintenance and support provided, including any upcoming system upgrades.

IMPLEMENTATION PLAN

Please provide any details on the implementation plan and support provided, as well as any associated costs.



6 RELATIONSHIP MANAGEMENT

1. Outline the approach you will use to provide management-level reviews of contract performance, resolve disputes, track action items, and provide updates on overall relationship engagement.
2. Does your company create individual service-level agreements to track performance against targets or trends?
3. How often and in what format do you report on your performance?
4. How are action items tracked and communicated? You may provide a sample client “report card” if this can better support your answer.



APPENDIX 1: RFP INTENT TO RESPOND FORM

Please complete and e-mail this form to the designated AAHC Representative on or before **Monday, April 15, 2024**. You may use the format below, or this can be accomplished by simply replying to the sender of the RFP with "INTEND TO RESPOND" in the subject line.

To:		From:	<i>[Vendor to complete]</i> (the "Vendor")
Name of the Entity:	AAHC	Legal Name:	
E-mail:		E-mail:	
Phone Number:		Phone Number:	
Date:		Date:	

Re: IT Support Services RFP

Please indicate your intent to respond to this RFP by placing an "X" in the appropriate boxes:

<input type="checkbox"/>	We understand the scheduled dates as specified in this RFP and intend to respond accordingly by May 3, 2024 .
<input type="checkbox"/>	We will not be responding to this RFP and will delete and destroy all materials sent to us.

Name	Signature
Title	Date

I have the authority to bind to corporation.





APPENDIX 2: RFP QUESTION SUBMISSION FORM

Any and all questions or comments regarding the RFP must be submitted to the designated AACHC Representative using the enclosed **Appendix 2 “Question Submission Form.”** Questions must be submitted by e-mail and will be accepted until **11:59 p.m., April 22, 2024.**

To: Designated Representative
Date: <<Date>>
Subject: Wholesaler Support Services RFP
Company Name:
Contact Person:
Telephone Number:
E-mail Address:

QUESTION #1

SECTION:		SUBSECTION:	
Q.			

QUESTION #2

SECTION:		SUBSECTION:	
Q.			

QUESTION #3

SECTION:		SUBSECTION:	
Q.			

QUESTION #4

SECTION:	General	SUBSECTION:	
Q.			

QUESTION #5

SECTION:	General	SUBSECTION:	
Q.			





APPENDIX 3: TERMS AND CONDITIONS RELATED TO THE RFP RESPONSE

1. Right to Select

AACHC reserves the right to select and negotiate with those suppliers it deems qualified and to terminate negotiations without incurring any liability. AACHC reserves the right to reject any or all responses received.

2. Response Submission

In order for responses to qualify, they should conform to the prescribed format of the RFP. If you believe there is additional information that is both absent from the RFP and relevant to your proposal, include this additional information in attachments to this RFP. Be sure to clearly mark each additional sheet with the exact topic and RFP part/section to which the additional sheet refers. Expenses related to the development and submission of this, or any information, are the sole responsibility of the supplier.

If AACHC awards you a contract, at its option, AACHC may choose to incorporate any or all parts of your response in the contract. All RFP responses submitted will become the property of AACHC. Responses received after the prescribed day and time may not be considered, or penalties may be assessed.

3. Confidentiality

Either the Vendor and/or AACHC requested, or may request, certain information from the other in connection with this RFP (the "Proposed Transaction"). In consideration thereof and as a condition to being furnished such information by the other, each party in its capacity as a recipient of information (in such capacity, the "Receiving Party") agrees as follows with the other party in its capacity as a provider of information (in such capacity, the "Disclosing Party"):

A. Definition of and Ownership of Information

- (i) All disclosures embodying business affairs and activities, including but not limited to, the identification of customers and suppliers, customer information, financial information pertaining to the Disclosing Party, its affiliates or its customers, business plans, all documents and things related to the Disclosing Party's business and activities, and the fact that the parties are contemplating the Proposed Transaction (hereinafter referred to collectively as "Confidential Information") are and remain the sole and exclusive property of the Disclosing Party.
- (ii) All disclosures embodying and/or relating to any computer software, systems and related documentation of Disclosing Party (hereinafter referred to collectively as "Proprietary Information") are the proprietary property of the Disclosing Party, either by way of ownership or license agreements with third parties, and that said Proprietary Information is



not publicly known or available from other sources and is presently being maintained and disclosed by the Disclosing Party in the strictest of confidence. Proprietary Information is a subset of Confidential Information.

- (iii) Nothing in this Agreement shall give the Receiving Party or its Affiliates any right, title, license or interest whatsoever in or to the Confidential Information or any other intellectual property of the Disclosing Party or its Affiliates.
- (iv) As used herein, Confidential Information does not include any information: (a) which was or becomes generally available to the public or is in the public domain at the time of its disclosure, other than as a result of the disclosure by Receiving Party or its Representatives; (b) already in Receiving Party's possession on a non-confidential basis at the time of disclosure pursuant to this Agreement; (c) was or becomes available to Receiving Party from a source other than Disclosing Party or Disclosing Party's directors, officers, employees or agents provided that such source is not known to Receiving Party to be bound by a confidentiality agreement with Disclosing Party; (d) developed independently by Receiving Party or Receiving Party's Representatives, without violating any of Receiving Party's obligations hereunder; or (e) is approved for disclosure or release by written authorization from Disclosing Party.

B. Use of Information

- (i) Except as expressly provided below or with Disclosing Party's written consent, Receiving Party agrees (a) that it will hold all Confidential Information in confidence, (b) that it will not disclose any Confidential Information to any third party, other than its affiliates and its and their directors, officers, employees, agents, consultants, or representatives who have a need to know such information in connection with the Proposed Transaction (collectively, the "Representatives"), and (c) that Receiving Party will not use or permit its Representatives to use any such Confidential Information for purposes other than in connection with the Proposed Transaction or to disclose any such Confidential Information except as permitted hereunder.
- (ii) Receiving Party agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its obligations under this Agreement.
- (iii) Receiving Party agrees to be responsible for any breach of this Agreement by any of its representatives.

C. Protection of Information

- (i) Receiving Party will protect all Confidential Information by establishing appropriate safeguards and controls which Receiving Party shall validate periodically. The results of the validations will be made available to Disclosing Party upon request.



- (ii) The disclosure or release of Confidential Information by Receiving Party requires the prior express written consent of Disclosing Party, at any time before, during or subsequent to the engagement and rendering of services, regardless of Receiving Party's participation in the design and development thereof.
- (iii) No copying or duplication of any documentation, electronic storage media (such as tapes and disks) or other material relating either in whole or in part to Disclosing Party's Confidential Information, unless specifically required as part of providing services to Disclosing Party, will be performed by Receiving Party.

D. Compelled Disclosure

- (i) If Receiving Party becomes legally compelled by law, regulation, self-regulatory organization requirement, government or regulator request, disclosure obligation, deposition, subpoena, or other legal process to disclose any of the Confidential Information, Receiving Party will, unless otherwise prohibited by applicable law, give Disclosing Party prior notice of such disclosure. If a protective order or other remedy is not obtained by Disclosing Party, Receiving Party may disclose such Confidential Information. In the event of such compelled disclosure, Receiving Party agrees to use reasonable efforts to obtain assurances that confidential treatment will be afforded to such Confidential Information. Any effort by Receiving Party to cooperate with Disclosing Party, if Disclosing Party seeks to obtain a protective order concerning the Confidential Information, will be at Disclosing Party's sole expense. Receiving Party shall not be required to take any action unless expenses or costs thereof are prepaid by Disclosing Party.

E. Return of Information

- (i) Upon notification that the Proposed Transaction will not proceed or termination of one party's services for the other party for any reason, whichever occurs first, Receiving Party shall immediately return or destroy, at the Receiving Party's option, all copies and originals of material containing Confidential Information to Disclosing Party, subject to the Disclosing Party's direction, within thirty (30) days of notification of termination of services. Receiving Party may retain copies of Disclosing Party's Confidential Information only if required by law or regulation.

F. Notification and Relief of Security Breach

- (i) Receiving Party will notify Disclosing Party within twenty-four (24) hours of its initial discovery of any suspected or known security breach related to any of the following:
 - (a) Unauthorized access to or use of Disclosing Party's Confidential Information



(b) Unauthorized disclosure, misuse, alteration, destruction or other compromise of Disclosing Party's Confidential Information

- (ii) Receiving Party agrees that notification of breach to Disclosing Party must be made through private and secure means, and that Receiving Party will maintain confidentiality of the breach by not communicating with or notifying the media, affiliates, other third parties, or Disclosing Party's customers without prior written consent from Disclosing Party.
- (iii) Receiving Party acknowledges the significant risks to Disclosing Party associated with a security breach related Confidential Information and agrees that knowledge of and information related to any Breach will be controlled and limited by Receiving Party to only those Receiving Party employees who have a "need to know."
- (iv) Unauthorized disclosure by Receiving Party, its agents or employees, of Disclosing Party's Confidential Information may cause irreparable injury to Disclosing Party and Disclosing Party may be entitled to injunctive relief in addition to any other remedies that may be available at law or in equity, in the event Receiving Party breaches any of its duties and/or obligations under this agreement. Receiving Party further agrees to pay all Disclosing Party's attorney's fees and related legal costs arising out of any breach of this Agreement.

G. Changes and Governance

- (i) This Agreement may not be modified, amended, or waived in any manner except in writing, executed by both parties. Failure of either party to enforce rights hereunder shall not be deemed a waiver. Should any provision(s) be ruled invalid by applicable legal authority, such provisions shall be deemed omitted and the remaining terms of the Agreement remain in full force and effect.
- (ii) This Agreement may not be assigned by either party without the prior written consent of the other and shall be binding on, and inure to the benefit of, the respective successors of the parties hereto.
- (iii) This Agreement shall be governed by and construed in accordance of the laws of the State of Arizona.



4. Signature

I, _____, an authorized representative of the company,

_____, agree to the terms outlined in this RFP and to the prices quoted herein. I further understand that AACHC's issuance and subsequent receipt of this RFP does not obligate AACHC in any way. AACHC will not be bound to purchase any services or products until such time as legal provisions are determined, contracts or agreements are negotiated in detail, and purchase orders are issued. AACHC reserves the right to reject any and all offers at its sole discretion.

Name (PRINT): _____

Signature: _____

Title: _____

Date: _____

We certify that our company has not been debarred, suspended, or excluded from participating in or working on any Federal Contracts; and further that our company will not assign any employee to your account if that individual has been debarred, suspended, or excluded.



APPENDIX 4: VENDOR ENGAGEMENT GUIDELINES FOR AACHC RFP

1. Representatives of AACHC will disclose any information provided by the vendor to a third party without the expressed consent of the vendor.
2. Representatives of the AACHC will uphold the values, policies, and procedures established by the AACHC.
3. Vendors and representatives of the AACHC will conduct business in an atmosphere of honesty and good faith, without intentional misrepresentation, and with equal objectivity and fairness.
4. No vendor shall cause or influence or attempt to cause or influence any AACHC officer or employee in their official capacity in any manner that might tend to impair the objectivity or independence of judgment of that AACHC officer or employee.
5. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the AACHC officer or employee.
6. No vendor shall offer any AACHC officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service, or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties.
7. These guidelines do not replace, supersede, or circumvent the Employee Code of Business Conduct and Ethics as established by the AACHC.