

Travis County Healthcare District d/b/a Central Health

**Request for Proposal (RFP)
1311-002**

Land Planners & Development Consulting Services: UMCB Campus



**CENTRAL
HEALTH**

November 14, 2013

**1111 E. Cesar Chavez St. Austin, TX
78702 512-978-8000**

RFP 1311-002

Request for Proposal Land Planners & Development Consulting Services: UMCB Campus

RFP Number: 1311-002
RFP Title: Land Planners & Development Consulting Services: UMCB Campus

RFP Start Date: November 14, 2013

Pre-Proposal Meeting
Date (Optional): December 4, 2013 at 10:00am CT

Questions Due: December 6, 2012 at 5:00pm CT
Response Date: December 10, 2012 at 5:00pm CT

RFP Contact: Purchasing Coordinator
purchasing@centralhealth.net

RFP End Date: January 2, 2014 at 2:00pm CT

Contract Duration: One (1) Year
Contract Renewal 3 Optional Renewal Years
Responses and
Prices Good for 90 days

Only Paper Submittals are being accepted.

RFP Summary:

The Travis County Healthcare District, d/b/a Central Health, of Austin, Texas, seeks a qualified land planning firm to advise its executive staff and Board of Managers on the future use of the multi-building campus of University Medical Center Brackenridge (UMCB).

One original Proposals submittal, Five copies and 1 electronic copy (cd, dvd or flash drive) must be delivered to the following location (consultant may place samples/portfolio on the electronic device used for the submittal):

**Central Health
Attn: Purchasing Coordinator
1111 E. Cesar Chavez St.
Austin, TX 78702**

by 2:00pm CENTRAL TIME, Tuesday, August, 20, 2013

Proposals received at the designated location after the published time and date will not be considered.

TABLE OF CONTENTS

I.	INTRODUCTION	Page No.
A.	PURPOSE OF THIS REQUEST FOR PROPOSALS	3
B.	SUMMARY SCOPE OF WORK.....	3
C.	SCOPE OF PROCUREMENT	3
D.	PURCHASING COORDINATOR.....	3
E.	DEFINITION OF TERMINOLOGY	4
F.	BACKGROUND INFORMATION	5
II.	CONDITIONS GOVERNING THE PROCUREMENT	
A.	SEQUENCE OF EVENTS.....	7
B.	EXPLANATION OF EVENTS	7
1.	Issue of RFP.....	7
2.	Pre-Proposal Meeting	7
3.	Deadline to Submit Additional Questions.....	8
4.	Response to Written Questions/RFP Amendments	8
5.	Submission of Proposal.....	8
6.	Proposal Evaluation.....	9
7.	Selection of Finalists	9
8.	Best and Final Offers from Finalists	9
9.	Interview by Finalists	9
10.	Contract Award.....	9
11.	Protest Deadline	10
C.	GENERAL REQUIREMENTS	
1.	Acceptance of Conditions Governing the Procurement	10
2.	Incurring Cost.....	10
3.	Prime Contractor Responsibility.....	10
4.	Subcontractors	10
5.	Amended Proposals	10
6.	Offeror's Rights To Withdraw Proposal	11
7.	Proposal Offer Firm.....	11
8.	Disclosure of Proposal Contents	11
9.	Negotiations.....	11
10.	Termination	12
11.	Sufficient Appropriation	12
12.	Legal Review	12
13.	Basis for Proposal.....	12
14.	Contract Terms and Conditions.....	12
15.	Offeror's Terms and Conditions.....	12
16.	Contract Deviations	13
17.	Offeror Proposals	13
18.	Right To Waive Minor Irregularities.....	13
19.	Change in Contractor Representatives	13
20.	Central Health Rights	13

21. Right To Publish.....	13
22. Ownership of Proposals.....	14
23. Electronic mail address required	14
24. Use of Electronic Versions of this RFP	14
25. Historically Underutilized Business (HUB).....	14
26. Suspension and Debarment Requirement.....	14
27. Conflict-Of-Interest Questionnaire.....	14

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES	15
B. NUMBER OF COPIES	15
C. PROPOSAL FORMAT	15
1. Proposal Organization.....	15
2. Letter of Transmittal.....	16

IV. SPECIFICATIONS

A. MANDATORY SPECIFICATIONS	
1. Corporate Experience	16
2. Proposed Staff Experience	17
3. Corporate References	17
4. General Project Implementation.....	17
5. Pricing Methodology	17
6. Overall Merit of Offeror Proposal.....	18
7. Interview	18

V. EVALUATION

A. EVALUATION POINT TABLE/SUMMARY	18
B. EVALUATION FACTORS	19
C. EVALUATION PROCESS.....	20

EXHIBITS:

A. Scope of Work.....	21
B. Acknowledgement of Receipt Form.....	24
C. Historically Underutilized Business (HUB) Form	26
D. Conflict of Interest Questionnaire	27
E. Contract Terms and Conditions (Draft).....	28

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Travis County Healthcare District d/b/a Central Health ("Central Health") is requesting Proposals from qualified consultants or consulting organizations to provide Land Planning and Development Consultants to advise Central Health on the reuse and/or repurposing of the land and buildings comprising the University Medical Center Brackenridge ("UMCB") as set out in more detail in the Scope of Work, Exhibit A, of this solicitation.

B. SCOPE OF PROCUREMENT

The scope of procurement shall encompass the defined Scope of Work, detailed in Attachment A of this RFP. The contract is for 1year with 3 optional renewal periods, or any portion thereof at the discretion of Central Health, pursuant to funding availability and satisfactory service provision, as determined by Central Health.

C. PURCHASING COORDINATOR

Central Health has designated a Purchasing Coordinator who is responsible for the conduct of this procurement whose name, address and e-mail address are listed below.

All deliveries (including proposal delivery) should be addressed as follows:

RFP 1311-002

Land Planners & Development Consulting Services: UMCB Campus

Tena Southwell, Purchasing Coordinator

Travis County Healthcare District d/b/a Central Health

1111 East Cesar Chavez Street Austin,

TX 78702 purchasing@centralhealth.net

Any inquiries or requests regarding this procurement should be submitted to the Purchasing Coordinator as identified on BidSync and Central Health's Website;

http://www.centralhealth.net/current_solicitations.html. **Entities may ONLY contact the Purchasing Coordinator regarding the procurement.** Entities should not contact individual Central Health Board Members, Central Health President and CEO, or Central Health staff regarding this solicitation. Such contact may result in disqualification of the entity initiating the contact.

D. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"BidSync Website" is the following link: www.bidsync.com

"District" means Travis County Healthcare District d/b/a Central Health ("Central Health")

"Central Health Website" is the following link:
http://www.centralhealth.net/current_solicitations.html

"Close of Business" means 5:00 PM Central Time

"Contract" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

"Determination" means the written documentation of a decision by the Purchasing Coordinator including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" means that the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"ESBD" means Electronic State Business Daily. The State of Texas Procurement Website.

"Evaluation Committee" means a body appointed by Central Health management to perform the evaluation of proposals.

"Evaluation Committee Report" means a document prepared by the Purchasing Coordinator and the Evaluation Committee for submission to the Central Health Board Members or CEO for contract award. It contains all written determinations resulting from the procurement.

"Interactive" means social media integration, video integration, etc.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request For Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" means that the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"Offeror" is any person, corporation, or partnership who submits a proposal.

"Purchasing Coordinator," means the person or designee authorized by Central Health to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Request For Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service

facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal, which conforms in all material respects to the requirements set forth in the Request For Proposals. Material respects of a Request For Proposals include, but are not limited to, price, quality, quantity or delivery requirements.

E. BACKGROUND INFORMATION

This section provides background on Central Health, and the operating environment of Central Health, which may be helpful to the offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

Goals and Objectives

Central Health's goal is to provide access to health care for eligible residents of Travis County. Central Health typically assists those residents who are at or below 200% of the Federal Poverty Level. Central Health also considers its role as that of a community steward in order to leverage and collaborate with community partners to improve the health status of all members of the community.

Overview of Central Health

Central Health is a special purpose taxing entity created by a vote of Travis County residents on May 15, 2004 as allowed under Chapter 281 of the Texas Health and Safety Code. Central Health is a separate political subdivision of the State of Texas and is not a part of Travis County Government. The boundaries of its health care service area are contiguous with Travis County. The formation of Central Health was in large part due to a concerted, two-year effort by a coalition of business people, health care providers, community leaders and elected officials dedicated to improving access to and delivery of quality health care to eligible residents of Travis County. Central Health was created to address key issues, including overcrowding in the emergency rooms resulting in more frequent ambulance diversions and a lack of locally funded inpatient psychiatric beds.

Taxation

Upon creation of Central Health, Travis County and the City of Austin transferred to the new organization a portion of their tax bases dedicated for health care. After this transfer, Central Health assumed responsibility for levying taxes to finance healthcare services. The creation of Central Health served to redistribute the cost for health care more equally across city and county residents. Previously, City of Austin residents paid a higher percentage of their taxes for health care than did those residing within the County but outside the City limits. With the creation of Central Health, the tax burden is distributed equally across all residents of Travis County. The tax levy may not exceed 25 cents on each \$100 of the taxable value of property taxable by Central Health. The Central Health Board of Managers approved a tax rate of 0.129 per \$100

valuation for fiscal year 2014.

Inherited Responsibilities & Services

In addition to the tax base, Central Health received ownership of and responsibility for University Medical Center Brackenridge, which is operated through a lease agreement with Seton Healthcare. Central Health works to develop and maintain a network of health care services by identifying and prioritizing the community's needs and meeting those needs in the most effective and efficient ways possible. Central Health does not provide any direct healthcare services but rather contracts with a number of entities, including its affiliated 501(c) (3) federally qualified health center, CommUnityCare, to operate and manage facilities to provide necessary services. In an effort to expand services to the largest number of people possible, Central Health also contracts with numerous other local healthcare providers.

Issues and Challenges

Like many communities across the nation, Travis County is struggling to meet the healthcare needs of its residents. The cost of health care is rising and many residents are not able to secure health insurance, because either it is not available to them or it is too expensive. In order to meet the healthcare needs of the population in the most cost effective way, it is critical that residents have access to a range of healthcare services in appropriate settings. When this is not available, care is accessed in the most expensive settings such as the emergency room at the local hospital.

Vision Statement

Central Texas is a model healthy community.

Mission Statement

Central Health creates access to healthcare for those who need it most.

Visit us online at www.centralhealth.net

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

The Purchasing Coordinator will make every effort to adhere the following schedule:

A. SEQUENCE OF EVENTS

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issuant of RFP	Central Health	11/14/13
2. Pre-Proposal Meeting	Central Health	12/04/13
3. Deadline to Submit Questions	Potential Offeror	12/06/13
4. Response to Written Questions (in the form of RFP Amendment)	Central Health	12/10/13

5. Deadline to Submit Proposal	Potential Offeror	01/02/14
6. Posting of Evaluation Report	Evaluation Committee	01/15/14
7. Selection of Finalists	Evaluation Committee	TBD
8. Interview by Finalists	Offeror	TBD
9. Protest Deadline	Offeror	See Below

Offeror, who received notification of this solicitation by means other than through Central Health mailing, shall contact the Purchasing Coordinator herein to request to be added to the vendor list. Inclusion on the vendor list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE OFFERORS SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing Central Health of their mailing information or by regularly checking the following Websites; addenda will be posted on the website the day they are released:

http://www.centralhealth.net/current_solicitations.html
<http://esbd.cpa.state.tx.us/>
<https://www.bidsync.com/>

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

This RFP is being issued by Central Health.

2. Pre-Proposal Meeting, Optional

Pre-Proposal Meeting is scheduled for **December 4, 2013 at 10:00am CT**. The meeting will be held at the Central Health location at 1111 E. Cesar Chavez St., Austin TX 78702. Participation is encouraged but not mandatory.

The Pre-Proposal Meeting is for informational purposes only. Any verbal statement regarding the RFP prior to the award will be considered non-binding. The only formal interpretation of the RFP will be made by RFP amendment or addendum issued by the Purchasing Coordinator. A copy of such amendment or addendum will be posted on BidSync, ESBD and Central Health's Website as listed in Section II, Paragraph A. The Pre-Proposal meeting will be audio recorded.

3. Deadline to Submit Written Questions

Potential offerors may submit written questions as to the intent or clarity of this RFP until close of business on **December 6, 2013**. All written questions must be submitted via e-mail to the Purchasing Coordinator (See Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed by close of business on **December 10, 2013** via BidSync, ESBD and Central Health website to all potential offerors.

The Purchasing Coordinator must receive additional written requests for clarification of distributed answers and/or amendments no later than two (2) days after the answers and/or amendments were issued.

5. Submission of Proposal

THE PURCHASING COORDINATOR OR DESIGNEE MUST RECEIVE ALL OFFEROR PROPOSALS FOR REVIEW AND EVALUATION **NO LATER THAN 2:00PM CENTRAL TIME ON January 2, 2013**. *Proposals received after this deadline will not be accepted.* The date and time of receipt will be recorded on each proposal. The Proposals must be addressed and delivered to the Purchasing Coordinator at the address listed in Section I, Paragraph C.

Proposals **must** be sealed and labeled on the outside of the package and clearly indicate that they are in response to the Land Planners & Development Consulting Services: UMCB Campus. Proposals submitted by facsimile or other electronic means will not be accepted.

All offerors are expected to carefully examine the RFP documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Coordinator (Section I, Paragraph C). It is Central Health's intent that all information necessary to complete a response is included in this RFP. It is the responsibility of the offeror to obtain clarification of any information contained herein that is not fully understood. Central Health is responsible for interpretation of the wording of this RFP. Its staff will not give verbal answers to inquiries regarding the RFP contents. **Any verbal statement regarding the RFP prior to the award shall be considered non-binding.** The only formal interpretation of the RFP will be made by RFP amendment or addendum issued by the Purchasing Coordinator. A copy of such amendment or addendum will be posted on BidSync, ESBD and Central Health's Website.

A public log will be kept of the names of all offeror organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing offerors prior to contract award.

6. Proposal Evaluation

An evaluation committee appointed by Central Health management will perform the evaluation of proposals. The Purchasing Coordinator may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

7. Selection of Finalists

The evaluation committee will evaluate and score written submittals/Proposal statements using the evaluation criteria identified in Section V. Based on the scoring, the evaluation committee will develop a “short list” of proposers/Respondents that may be invited for interview with the evaluation committee. Only finalists will be invited to participate in the subsequent steps of the procurement.

8. Best and Final Offers From Finalists

Finalist may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. The Best and Final Offer, if requested, will be the basis for the final determination of contract award to the Offeror. Any Best and Final Offer, as well as the entire Submittal, will become part of the Contract.

9. Interviews of Finalists

Based on the results of the proposal evaluation, Central Health may determine that it is necessary to interview short-listed finalists prior to making a recommendation for negotiations, Best and Final Offer and ultimate contract award. The purpose of the interview, if conducted, is to ensure the committee’s understanding of the Proposal, Offeror's qualifications and to evaluate the Offeror's team. When conducted, interview scores will stand-alone and will be used to finalize the short list of Proposals. The Purchasing Coordinator will schedule the time for each offeror presentation. All offeror presentations will be held at Central Health as indicated in Section I, paragraph C. Each interviewee will be allowed 15 minutes of setup and one (1) hour for the presentation.

10. Contract Award

Offerors are reminded that this is a **negotiated** procurement and, as such, an award will not necessarily be made to the offeror submitting the lowest-priced submittal. If an award is made as a result of this RFP, that award will be made to the offeror submitting the best responsive proposal that satisfies Central Health’s requirements and provides the best overall value to Central Health over the life of the project, as determined by Central Health in its sole discretion.

11. Protest Deadline

Protests before an awarded contract must be submitted in writing to the Purchasing Coordinator not later than six (6) calendar days after proposal/submittal opening, and protests after an awarded contract must be submitted within ten (10) calendar days after the contract is awarded by Central Health. The Purchasing Coordinator shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal of the Purchasing Coordinator's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Coordinator, who shall present the matter for final resolution to Central Health President and CEO or her designee.

Appellant shall be notified of the time and place the appeal is to be heard by Central Health and afforded an opportunity to present evidence in support of the appeal. Central Health's decision is final.

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with Central Health. Central Health will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Central Health personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Purchasing Coordinator.

The approval or denial of withdrawal requests received after the deadline for receipt of the

proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm ninety (90) days after the due date for receipt of proposals.

8. Disclosure of Proposal Contents

It is our intention that proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for any material that is identified as being proprietary or confidential. The Purchasing Coordinator will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" unless required to by law or regulation.

Proprietary or confidential data as identified by the offeror shall be readily separable from the proposal in order to facilitate eventual public inspection of the other portions of the proposal. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data, which the offeror has identified as proprietary or confidential, the offeror will receive notice from Central Health pursuant to the requirements outlined in the Texas Public Information Act. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. Negotiations

The Purchasing Coordinator or designee shall participate in all negotiations. Discussions may be conducted with responsible Offerors who submit proposals to the RFP determined to be reasonably susceptible of being selected for award. Those Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Offerors may be required to submit additional data and/or clarify previously submitted information during the process of any negotiations. Revisions and supplements to offerors may also be permitted after submission and before award for the purpose of obtaining best and final offers. Any Best and Final Offer, as well as the entire Proposal, will become part of the awarded contract.

Central Health reserves the right to negotiate the price and any other term with any, all, or none of the Offerors. Any oral negotiations must be confirmed in writing prior to an award.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when Central Health determines such action to be in the best interest of Central

Health.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. Central Health's decision as to whether there is sufficient appropriations and authorizations will be accepted by the contractor as final.

12. Legal Review

Central Health requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Purchasing Coordinator.

13. Basis for Proposal

Only information supplied by Central Health in writing through the Purchasing Coordinator or in this RFP should be used as the basis for the preparation of offeror proposals.

14. Contract Terms and Conditions

The contract between Central Health and a contractor will follow the format specified by Central Health and contain the terms and conditions set forth in Attachment F, "Contract Terms and Conditions". However, Central Health reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of Central Health's terms and conditions, as contained in this Section or in Attachment F, that offeror must propose specific alternative language. Central Health may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to Central Health and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

15. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions, which they expect to have included in a contract negotiated with Central Health.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be

discussed only between Central Health and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Contractor Representatives

Central Health reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of Central Health, meeting its needs adequately.

20. Central Health Rights

- Reject any or all proposals and discontinue the RFP process without obligation or liability to any respondent;
- Waive any defect, irregularity or informality in any proposal;
- Accept a proposal other than the lowest-price proposal;
- Award a contract on the basis of initial proposal received without discussions or requests for best and final offers;
- Request best and final offers from any or all respondents;
- Accept proposals from one or more entity;
- Procure the services in whole or in part by other means;
- Award more than one contract;
- Not award any contract.

21. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors and contractors must secure from Central Health written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

22. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of Central Health.

23. Electronic mail address, **required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

24. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by Central Health, the version maintained by Central Health shall govern.

25. Historically Underutilized Business (HUB) Program and Good Faith Effort

It is Central Health's policy that HUBs have the maximum opportunity to participate in the performance of Central Health contracts and subcontracts. Proposers shall make a "good faith effort" (Attachment D) to take all necessary and reasonable steps to ensure that HUBs have the maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out this "good faith effort" shall constitute a breach of contract and, after notification of such breach by Central Health, may result in termination of the contract.

To be eligible under this program, HUB contractors and subcontractors must be certified as a HUB, M/WBE, or DBE source by a recognized governmental program, such as:

- City of Austin Municipal Government;
- Texas Unified Certification Program; or
- State of Texas.

Any entity identified as a HUB (as either a prime or subcontractor) shall submit a copy of its certification with its proposal. Central Health reserves the right to verify any entity's HUB status prior to contract award.

26. Suspension and Debarment Requirement

The offeror shall certify, by signing the agreement attached hereto as Attachment C that to the best of its knowledge and belief that the offeror and/or its Principals are not or have not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal department or District.

27. Conflict-of-Interest Questionnaire

Pursuant to Chapter 176 of the Texas Local Government Code, entities submitting proposals shall complete the Conflict-of-Interest Questionnaire ['Questionnaire',) attached to this RFP as Attachment E and submits it together with the proposal. For additional information concerning filling out the Questionnaire, see Central Health website at http://www.centralhealth.net/conflict-of-interest_questionnaires.html.

III. **PROPOSAL FORMAT AND ORGANIZATION**

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original copy of their proposal and supporting technical and/or sample documentation, five (5) identical copies of their proposal, five (5) copies of supporting technical and/or sample documentation (the supporting technical and/or sample documentation can be placed on the electronic device) and one (1) electronic identical copy of the proposal either on CD, DVD or flash drive to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten and placed within a binder with tabs delineating each section.

1. Proposal Organization, **Mandatory**

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (optional)
- d) Response to Mandatory Specifications
- e) Completed and Signed Acknowledgement of Receipt Form
- f) Completed Form:
 - Acknowledgement of Receipt Form
 - HUB Form
 - Conflict of Interest Form
 - Certificate of Secretary if Proposer is a Corporation
- g) Other Supporting Material (may be included on the electronic device)

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements will be deemed non-responsive and rejected on that basis.

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

A letter of transmittal **must** accompany each proposal. The letter of transmittal **MUST**:

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

Failure to respond to Mandatory Specifications will result in the disqualification of the proposal as non-responsive.

A. Mandatory Specifications

1. Project Team Organization (Total of 15 points)

Provide an organization chart of the proposed team, which identifies each member of the lead consultant firm and each sub-consultant. The chart should show the organizational structure of the team, the specialty or position of each team member and the name of all key personnel. Include all specialty sub-consultants that would be expected to be utilized on a project of this type as described in the Scope of Work (Attachment A). Also, include a brief description of the experience that this team has had working together on previous projects.

If you are proposing using sub-consultants to perform some of the tasks, describe in detail: how the sub-consultants will be organized within the project team who will be in overall control of the project (administration, documentation, and fiscally) how the team will function on a day-to-day basis throughout the project what you will do to guarantee leadership continuity through all phases.

2. Key Personnel (20 Points)

Identify the key personnel and their back-ups that will be assigned to this project for the lead consultant and each sub-consultant. Include resumes and project experience of each person, responsibilities, years of experience (both overall and with current firm) and specific projects.

3. Experience: Master Planning for Urban Reuse Properties (25 Points)

List all major urban reuse projects undertaken in the last ten (10) years, especially those that involved medical facilities, medical education, or other public facilities. Include: name, location, and a project contact person (name, current address, and current telephone number). Describe, in detail, a minimum of three (3) and a maximum of five (5) projects from the list above that involve planning solutions including both opportunities and constraints in a public access facility. In addition to the above information, please provide:

- Project team and role the submitter played
- Date work was completed
- Experience in public outreach and the design, facilitation and documentation of community-driven public workshop processes
- Experience preparing conceptual master plan graphics and documents
- Experience in performing resource studies and preparing resource management plans
- Experience in urban reuse public/private partnerships
- Three references from federal, state, or local government involving at least three different public access master planning projects.

4. Understanding of the Engagement, Project Approach, and Work Program (25 Points)

Describe in clear and concise terms your understanding of this project and the major issues that must be addressed to be make it successful. Identify the proposed project approach and work program for accomplishing the specific tasks and scope of the work; the techniques, procedures, and tools used in other similar projects applicable to this project; and the effort, input and/or information needed to complete the project. Specifically address how the following would be accomplished:

- Review and assimilation of existing background materials, resource studies and related

information. Determination of additional resource studies and related information necessary to complete the project

- Identify project needs and minimize project tasks while still accomplishing the stated goals
- Identify the program for the public outreach process, including the number of anticipated workshops, and specific methodologies and tools for notifying and engaging the community
- Identify how specific tasks for this project could be grouped together to economize on time
- Provide a schedule for completion of each task and deliverable.

5. Price and Methodology of Pricing (15 Points)

Provide a task based cost proposal, which includes estimates of hours, rates, and costs by person and sub-consultant for each work task and deliverable. Include an estimate of fees and any other resource studies or information that will be required to complete the full scope of services. Include a schedule of rates for extra work and attending additional hearings and/or meetings. Confirm that UMCB Campus is getting the best value for its money

6. Interview (TBD)

If selected as a finalist, offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee in the finalist notification letter at the interview.

B. Mandatory Specification (Pass/Fail)

All areas enumerated below must be addressed. Any questions or section left unanswered shall constitute failure to respond and make the proposal incomplete and such the proposal shall not be considered.

1. Corporate References

Proposals must include three (3) external client references from clients who received services you believe are the most similar to this engagement. The minimum information that must be provided about each reference is:

- Name of individual or company services were provided for
- Mailing Address of individual or company
- Name of contact person
- Telephone number of contact person
- Type of services provided and dates services were provided
- Current e-mail address of the contact person

Proposers may be asked to provide assistance with the coordination of reference call checks upon request.

2. Proposal Organization

The Proposal must be typewritten and placed within a binder with tabs delineating each section as described in Section III.C.1

3. Letter of Transmittal

A letter of transmittal must accompany each proposal as described in Section III, C.2.

V. EVALUATION

A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

FACTOR	POINTS AVAILABLE
1. <u>Project Team Organization</u>	15
2. <u>Key Personnel</u>	20
3. <u>Experience</u>	25
4. <u>Understanding the Engagement, Project Approach and Work Program</u>	25
5. <u>Price and Methodology of Pricing</u>	<u>15</u>
TOTAL	100
6. Interview (TBD)	<u>TBD</u>

B. Evaluation Process

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Purchasing Coordinator may contact the offeror for clarification of the response as specified in Section II, Paragraph B.6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.17.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsive and responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist may be placed on a "short list" and invited to present their proposals to the Evaluation Committee. Points awarded from the interviews will be evaluated and scored separately. The responsible offeror whose proposal is most advantageous to Central Health, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.10. Offerors

who are asked or choose to submit a revised proposal for the purpose of obtaining best and final offers will have their points recalculated accordingly. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

Attachment A Scope of Work

The Travis County Healthcare District, d/b/a Central Health, of Austin, Texas, seeks a qualified land planning firm to advise its executive staff and Board of Managers on the future use of the multi-building campus of University Medical Center Brackenridge (UMCB).

UMCB Background

Central Health is a hospital district created under state law in 2004 by a vote of Travis County residents. Governed by a nine member volunteer Board of Managers, its mission is to provide health care services for the eligible residents of Travis County, primarily the underserved.

Central Health works to develop and maintain a network of health care services by identifying and prioritizing the community's needs and meeting those needs in the best ways possible. Rather than directly providing health care services, Central Health has through its contracts and health care delivery infrastructure developed a system of care to meet the health care needs of eligible residents, who are uninsured or underinsured. As part of this system, Central Health owns UMCB, a nationally recognized Level 1 Trauma Center, and leases it to Seton, which operates the hospital.

Central Health, Seton Healthcare Family (Seton), and the University of Texas (UT) are collaborating on the development of the medical district, including the construction of a new hospital, to be operated by Seton on land that is leased from Central Health, that will simultaneously provide acute and specialty care services for Central Health and serve as the teaching hospital for a new UT Medical School. Construction of the new teaching hospital is scheduled to be completed in 2017. At that point, Seton will move from UMCB to the new teaching hospital, thus making all or part of the UMCB campus available for other uses.

Description of the UMCB Campus

The Campus is located on 14 acres of land at the intersection of Interstate Highway 25 and 15th St. within the City of Austin, Texas. Austin is the 35th largest Metropolitan Statistical Data area and the 11th largest city in the United States. The UMCB Campus is located on the northeast edge of the City of Austin's central business district.

Buildings on the UMCB Campus include:

- the main hospital, composed of a nine-story tower with two-story wings abutting the tower on the north and south sides (534,822 total square feet including a basement);
- a medical office building for the main hospital, now used for office and clinic space (43,479 square feet);

- a former children’s hospital and medical office building both now used as clinical education space (200,002 square feet);
- two parking garages, one adjacent to the main hospital (474,444 square feet with 1,585 parking spaces, the other adjacent to the clinical education buildings (99,365 square feet, 367 parking spaces);
- a helipad with 40 surface parking spaces beneath it and an area for staging mass casualties, and
- a plant operations building (18,261 square feet), an annex in the larger parking garage (11,650 square feet), and a CyberKnife building adjacent to the smaller parking garage.

There are also other health care facilities abutting the UMCB Campus on the south, as well as a City of Austin electrical distribution sub-station. The Travis County Medical Examiner’s building is just south of the plant operations building. The building is owned by the County and the land it occupies is owned by the City. The consultant should research possibilities for such contiguous sites that could involve swaps of property that would benefit both parties.

The UMCB Campus is currently zoned by the City of Austin as “P,” which is the City’s zoning classification for “Public” uses by political subdivisions of the State of Texas. “Public” zoning does not prescribe heights, setbacks, building or impervious coverage, lot size, etc. Rather, it essentially provides for negotiations between the city and the political subdivision on those matters. If a future lessee is a 501(c)(3), as is the current lessee, “P” zoning is likely, which would give Central Health considerable flexibility.

UT has developed a master plan for the new teaching hospital and the area around it. The UT Master Plan includes realigning Red River Street in and near the new teaching hospital. There is no definite plan for the realignment of Red River Street on the UMCB Campus. However, since realignment of Red River Street on the UMCB Campus is under consideration, the land planning firm will need to address how the proposed Red River Street realignment affects the repurposing of the UMCB Campus, including potential use of some or all of the vacated land in the current Red River alignment.

Services to be Performed

The land planning firm will advise Central Health on the repurposing of the land and buildings comprising the UMCB Campus. Central Health staff is now working with the Board of Managers to determine the Board’s priorities for reuse. However, at this time Central Health seeks to evaluate all physically possible, legally permissible, and financially feasible uses of the UMCB Campus.

Specifically, Central Health seeks the land planning firm’s recommendations on scenarios for repurposing of the UMCB Campus, including but not limited to the following:

- use of the main hospital and Clinical Education Center, formerly the children’s hospital, for other health care uses, with continued use of the other buildings for their current purposes
- use of the main hospital and Clinical Education Center, formerly the children’s hospital, for non-health care uses, without continued use of the other buildings for their current purposes.
- uses if one or more existing buildings are demolished and the site of each demolished building is redeveloped for health care uses.
- uses of the UMCB Campus if one or more existing buildings are demolished and the site of each demolished building is redeveloped for non-health care uses.
- any combination of the foregoing, or any other scenario for repurposing the UMCB Campus, that is physically possible, legally permissible, financially feasible, and in accordance with the Board of Managers objectives for reuse.

Without limiting the parameters of the above scenarios, Central Health seeks recommendations that specifically take into account all relevant factors including, but not limited to, the following.

- The useful life of the existing buildings and/or the feasibility and cost effectiveness of renovating, retrofitting, or demolishing them for other uses.
- Planning for how the repurposing of the campus can be coordinated with other activities or projects in the medical district and surrounding areas, including preparation of timelines and schedules for completion.
- Possible uses of the UMCB Campus that would either contribute to or inhibit the development of a proposed “medical district” whereby uses of all the land in the vicinity of the new teaching hospital and UT Medical School, including the UMCB Campus, form synergies for development of biomedical or other uses complimentary to the new teaching hospital and UT Medical School.
- The extent to which urban design factors such as functionality, connectivity, sustainability, pedestrian-friendly active uses, interface with the public realm, etc. either contribute to or inhibit the optimally and/or maximally productive uses of the UMCB Campus. Specifically, the extent to which repurposing the UMCB Campus in a manner consistent with the UT Master Plan, including the “UT Proposed Medical District Urban Design Guidelines,” either enhances or inhibits the optimally and/or maximally productive uses of the UMCB Campus.
- Whether and how redevelopment of the UMCB Campus could include “mixed uses” such as retail, office, residential, etc. Specifically, but without limiting the foregoing, whether

mixed use development could foster a “live/work/play” lifestyle for persons employed within the proposed medical district.

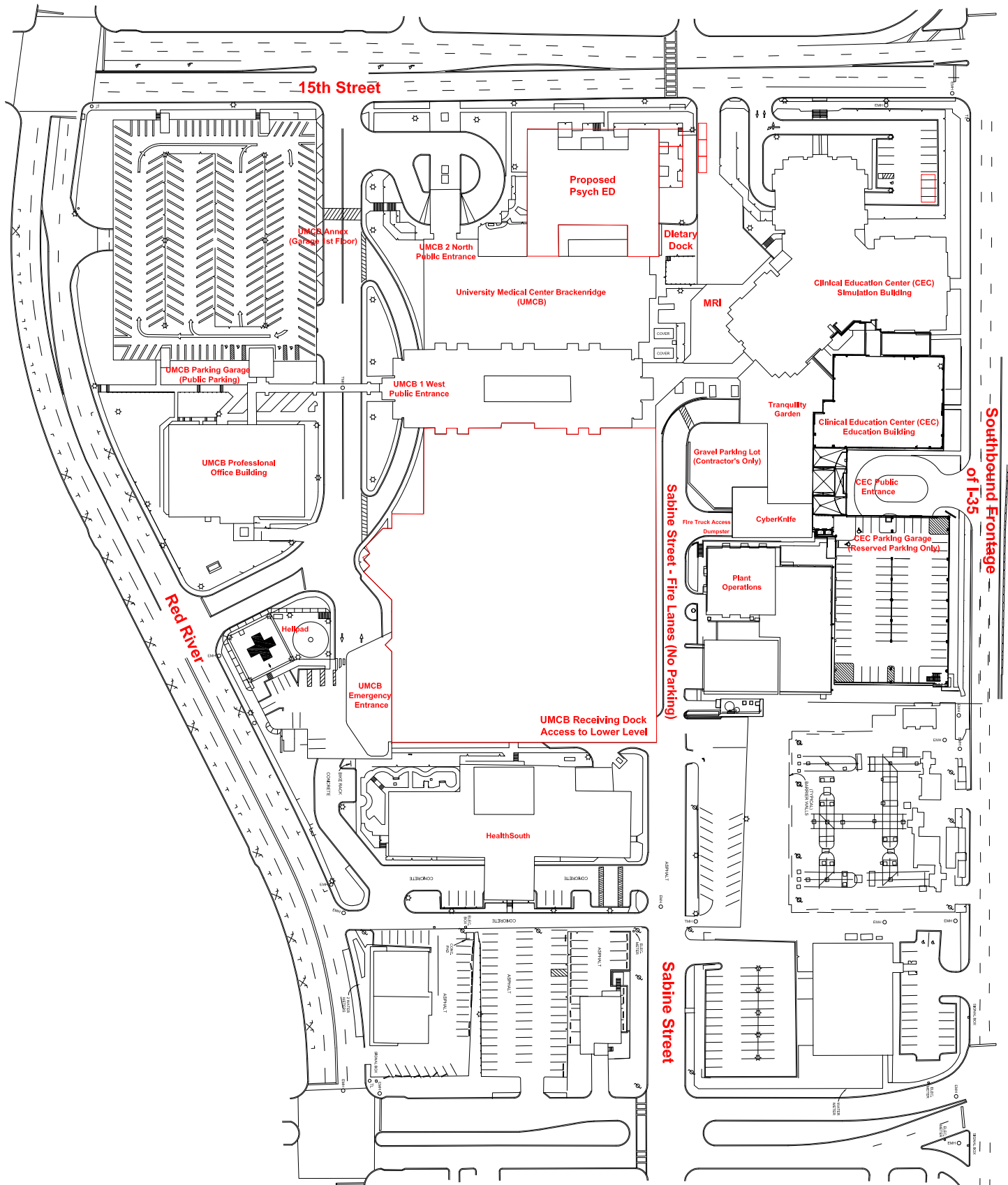
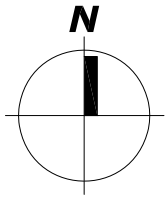
- Optimally and/or maximally productive densities and building heights for the UMCB Campus. The site is minimally constrained by Capitol View Corridors (on the very northeast edge), which is the state law limiting the height of buildings in Austin so as to afford the public panoramic views of Texas’ iconic capitol building. Sites in the downtown central business district of Austin that are not constrained by Capitol View Corridors are limited. Consequently, each one is very valuable for redevelopment purposes.
- The types of zoning and other development entitlements that would be required to allow the optimally and/or maximally productive uses of the UMCB Campus, including but not limited to the options available under the Austin Land Development Code for achieving those entitlements, such as “Planned Unit Development,” “Public,” or other zoning classifications.
- Economic development opportunities, including public improvement districts, tax increment reinvestment zones, municipal management districts, tax abatements, 380 and 381 agreements, and other economic development tools that can be used to incentivize startup companies in the biomedical and other fields to locate in the proposed medical district.
- Estimates of the economic feasibility of each possible scenario for repurposing the UMCB Campus, including estimated cost of the repurposing (e.g., renovation or retrofitting costs, demolition and construction costs, etc.) and estimated revenue from the repurposing (e.g., revenue from ground leases, sales of fee simple interests, etc.).

Qualifications

The land planning firm should have expertise in planning for the development or repurposing of medical facilities. The firm should also have expertise in planning for the reuse of facilities that are in an urban setting and in working with a number of stakeholders with differing perspectives. The ideal candidate will also have experience in and knowledge of Austin or Central Texas and in engaging local community stakeholders.

Site Plan (N.T.S.)

University Medical Center Brackenridge / Clinical Education Center Brackenridge



Attachment C
Acknowledgement of Receipt Form
Creative Services Pool

In acknowledgement of receipt of this Request For Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment F.

The acknowledgement of receipt should be signed and returned Included with the offeror's submittal.

Complete (Legal) Name of Proposer:_____

Proposer Tax Identification Number:_____

Business Address:_____

Telephone Number:_____

Type of Organization: ☐ Individual ☐ Partnership ☐ Corporation ☐ Association

☐ Other (please describe)_____

If incorporated, state of incorporation:_____

Date organization was formed (month/year):_____

Number of years providing services/systems similar to those requested in this RFP:_____

Description of Proposer's organization, locations, and number of staff (including subcontractors as applicable) that will provide services/support outlined in this RFP:

Please certify the following by placing an "X" in the appropriate column:

Certification	Yes	No
Is Proposer/Respondent currently in the process of filing for bankruptcy?		
Has Proposer/Respondent filed for bankruptcy within the past five (5) years?		
Do you certify that the Proposer/Respondent does not owe taxes to Travis County?		
Do you certify that the Proposer/Responder is not currently under suspension or debarment by any governmental entity (local/state/federal government)?		
Do you acknowledge that if the Proposer/Responder is currently under suspension or debarment, its submittal may not be considered?		

Individual authorized to bind Proposer/Respondent to contract:

Name/Title: _____

Telephone: _____ E-mail: _____

Point of contact information for this RFP (if different from authorized individual):

Name/Title: _____

Telephone: _____ E-mail: _____

Proposer/Respondent HUB Declaration

Are you certified as a HUB or an MBE/WBE/DBE source?

Yes ☐ No ☐

If yes, please attach you Hub certification.

Contract Terms and Conditions

The contract terms and conditions identified in the RFP will form the contract resulting from this RFP, and the Proposer /Respondent's submission will be incorporated into the contract. Please identify whether there are any requested exceptions or deviations.

☐ I do not request any exceptions or deviations to the stated contract terms.

☐ I request the following exceptions or deviations to the stated contract terms.

Insurance:

Do you carry professional liability insurance? ☐ Yes ☐ No

If yes, please identify the type/limits: _____

Do you carry errors and omissions insurance? ☐ Yes ☐ No

If yes, please identify the type/limits: _____

Litigation History:

Description of litigation to which the firm has been a party in the most recent five-year period. Please include the following details:

- 1) Name of case
- 2) Date filed
- 3) Court in which filed
- 4) Judgment or result

Important: The Proposer/Respondent must respond to all questions. The Proposer/Respondent may attach additional documents to the questionnaire to provide additional details.

Authorized Offeror Signature

Date

Attachment D

Historically Underutilized Business (HUB) Form

The Travis County Healthcare District's policy is to include Historically Underutilized Businesses (HUBs) in its procurement process and to provide equal opportunities for HUB participation in the provision of supplies, services, equipment, and construction projects required by Central Health. As such, Central Health seeks to ensure that a "good faith effort" is made to assist certified HUB vendors and contractors in its award of contracts and subcontracts.

To be considered as a "Certified HUB Contractor/Vendor", the contractor/vendor must have been certified by, and hold a current and valid certification, from any of the following certifying agencies recognized by Central Health: the Texas Building and Procurement Commission (State of Texas); City of Austin; and the Texas Unified Certification Program (TUCP), which includes six certifying agencies.

Suggested directories to assist proposers in identifying potential HUBs to meet Central Health's "good faith effort" requirement include: **State:**

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>; **City:**

<http://www.ci.austin.tx.us/smbr/vendors/certvendor.cfm>; and **TUCP:** <http://www.dot.state.tx.us/apps-cg/tucp/default.htm>

Proposer HUB Declaration

Is your company certified as a HUB or an MBE/WBE/DBE source? ☐ Yes ☐ No. If yes,

1. **Attach your certification to this form and return it in the proposal;**
2. Identify the certification agency by checking all that apply; ☐ Texas Building and Procurement Commission; ☐ City of Austin; ☐ Texas Unified Certification Program; and
3. Identify HUB Status (Gender & Ethnicity): _____

Subcontractor HUB Declaration

*****Please complete this section if your proposal includes the use of HUB Subcontractors.*****

Estimated percentage of the bid (proposal) that is to be subcontracted with Certified HUB sources: ____

For each proposed HUB subcontractor, complete the information below and **attach the subcontractor's HUB certification to this form and return it in the proposal.**

HUB Subcontract or Name	Contact Person/Title (First/Last Name)/Title	Telephone Number (including area code)	E-mail address (if available)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Attachment F

Central Health Standard Contract Terms and Conditions

The following terms will form the basis of any contract resulting from this RFP. Although these terms are not exclusive, they will be the terms used in the contract addressing these issues unless a deviation from the terms as set forth herein is requested.

1.0 CONTRACTOR CERTIFICATIONS

- 1.1 Contractor certifies that Contractor is a duly qualified, capable, and bondable business entity or individual; Contractor is not in receivership and does not contemplate it; and Contractor has not filed for bankruptcy and does not contemplate it. Further Contractor certifies that it is not currently delinquent with respect to payment of property taxes within Central Health.
- 1.2 Contractor warrants that all applicable copyrights, patents, and licenses that may exist on materials used in this Contract have been adhered to and further warrants that Central Health shall not be liable for any infringement of those rights and that any rights granted to Central Health shall apply for the duration of the Contract. Contractor shall indemnify Central Health, its officers, agents, and employees from all claims, losses, damages, causes of action, and liabilities of every kind, including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses, patents, or copyrights applicable to materials used in Contractor's performance under this Contract.

2.0 PAYMENTS

- 2.1 Payment shall be made by check or electronic transfer of funds by Central Health upon satisfactory delivery and acceptance of the goods or services required under this Contract and submission of a paper invoice to the address below:

Travis County Health Care
District ATLAS TCHD
Accounts Payable 1111 E.
Cesar Chavez, Suite B Austin,
Texas 78702

or submission of an electronic invoice sent to:

Finance@centralhealth.net.

- 2.2 At a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information if payment is to be made to a different address; (ii) Central Health contract or purchase order number, if applicable; (iii) identification of service(s) as outlined in the Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount of goods or services provided, as applicable; and (v) payments made under this Contract to any HUB subcontractor(s); and (vi) any additional payment information which may be called for by the Contract.

3.0 **TIN REQUIRED.** Before District can process a payment for Contractor, Contractor must provide Central Health with an Internal Revenue Form W-9, Request For Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rule and regulations.

4.0 **PROMPT PAYMENT ACT.** Central Health will comply with all the requirements of the Prompt Payment Act, Chapter 2251 of the Texas Government Code, as applicable.

5.0 **COVENANTS AGAINST CONTINGENT FEES.** Contractor warrants that no persons have or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, Central Health shall have the right to terminate this Contract without liability in its discretion and as applicable, to add to or deduct from the contract price or other fee to recover the full amount of such commission, percentage, brokerage, or contingent fee.

6.0 **TERM OF CONTRACT**

6.1 **Initial Term.** This contract is for a period of one year beginning upon the contract approval date by Central Health (the "Initial Term"). Contractor will not perform services until a contract has been executed by Central Health.

6.2 **Renewal Terms.** Central Health may unilaterally extend this contract for two (2) additional one (1) year periods with a "Renewal Term" and all provisions of this contract shall remain unchanged and in full force and effect unless otherwise amended by the parties pursuant to the terms of the Contract.

6.3 **Holdover.** Upon expiration of the Initial Term or any Renewal Term, Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to negotiate or award a new contract.

7.0 **TERMINATION**

7.1 **Termination for Default.** If either party defaults in the performance of its obligations (including compliance with any covenants) under this Contract and such default is not cured within thirty (30) days of the receipt of written notice thereof, then the non-defaulting party shall have the right (in addition to any other rights that it may have) by further written notice to terminate the Contract on any future date that is not less than thirty (30) days from the date of that further notice.

7.2 **Termination for Convenience.** In addition to, and without restricting any other legal, contractual, or equitable remedies otherwise available, either party may terminate the Contract without cause by giving the other party at least one hundred and twenty (120) days written notice.

7.3 **Termination for Gratuities.** Central Health may terminate this Contract if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by the Contractor or any agent or representative of the Contractor to any

District official or employee with a view toward securing favorable treatment with respect to this Contract. If this Contract is terminated by Central Health pursuant to this provision, Central Health shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

7.4 Funding Out. Despite anything to the contrary in this Contract, if, during budget planning and adoption, Central Health fails to provide funding for this Contract for the following District fiscal year, Central Health may terminate this Contract after giving Contractor thirty (30) days written notice that this Contract is terminated due to the failure to fund it.

7.5 Transition Services Upon Termination. Following notice of termination by either party, Contractor agrees to reasonably cooperate with any successor company engaged by District for the provision of services similar to Contractor's Services (a "Successor Vendor"), for the period of ninety (90) days in order to facilitate a smooth transition of operations. Upon the effective date of termination of this Contract, Contractor will deliver to District in an electronic format reasonably acceptable to District all data accumulated by Contractor in the performance of this Agreement. For the performance of other activities related to the transition, District and Contractor will mutually agree on the compensation to be paid to Contractor for such additional services.

8.0 CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION

8.1 Indemnification by Contractor. Contractor shall and does agree to indemnify, protect, defend, and hold harmless Central Health, its officers, board members, agents, and employees from and against all claims, losses, damages, liens, causes of action, suits, judgments, expenses, and liabilities of every kind whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees arising in connection with the services and/or goods provided by Contractor under this Contract. It is the expressed intention of the parties to this Contract, both Contractor and Central Health, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect Central Health from the consequences of Contractor's actions.

8.2 Claims Notification. If any claim or other action, including a proceeding before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor in relation to the performance of this Contract, Contractor shall give written notice to Central Health of the claim or other action within three (3) working days after being notified of it or the threat of it, including the name and address of the person, firm, corporation or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in this Contract. Except as otherwise directed, Contractor shall furnish to Central Health copies of all pertinent papers received with respect to these claims or actions.

9.0 DISTRICT ACCESS AND AUDIT. During the term of this Contract and for a period of four (4) years following termination of this Contract, Central Health maintains the right

to review and audit any of the books and records of the Contractor relating to the Contractor's performance and receipt of payments under this Contract. Central Health may conduct its review or audit through its own employees, agents, or representatives or through independent external auditors or representatives retained by Central Health. Central Health will conduct such review or audit upon reasonable notice to the Contractor, at its own expense, and during regular business hours. The records shall be retained beyond the fourth year if an audit is in progress, the findings of a completed audit have not been resolved satisfactorily, or litigation involving this Contract is not finally resolved.

- 10.0 **Ownership.** All drawings, specifications, plans, computations, sketches, data, creative works, photographs, videos, tapes, renderings, models, publications, statements, accounts, reports, studies, trade names or trademarks, and works of authorship, written, oral or otherwise expressed, developed, conceived or prepared by Contractor or any subcontractors in connection with the Services (collectively, "Work Product"), whether or not accepted or rejected by Central Health, are the property of Central Health and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 10.1 Contractor hereby grants and assigns to Central Health all rights and claims of whatever nature whether now or hereafter arising in and to the Work Product and will cooperate fully with Central Health in any steps Central Health may take to obtain patent, copyright, trademark or other protections with respect to the Work Product.
- 10.2 Central Health will have the exclusive right to use the Work Product for the completion of the Services or otherwise. Central Health may, at all times, retain the original of the Work Product. Contractor may not allow the Work Product to be used by any person other than Central Health, on other projects unless expressly authorized by Central Health in writing.
- 10.3 The Work Product will not be used or published by Contractor or any other party unless expressly authorized by Central Health in writing. Contractor will treat all Work Product as confidential.
- 10.4 Section 7.4 shall survive termination of this Agreement.
- 11.0 **SUBCONTRACTS**
- 11.1 Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from Central Health. To the extent that Contractor submitted subcontracts as part of its proposal and that part of the proposal was accepted by Central Health, those subcontracts are hereby approved. It is acknowledged by Contractor that no officer, agent, employee or representative of Central Health has the authority to grant such approval or waiver unless expressly granted that specific authority by Central Health Board of Managers.
- 11.2 If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure that HUBs have a maximum opportunity to be subcontractors under this Contract. Contractor must obtain District approval of all proposed HUB subcontractors through the Purchasing

Coordinator. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

12.0 INSURANCE. The Contractor shall carry insurance sufficient to provide adequate protection for the services or good provided under this Contract.

13.0 NOTICES. Any notice required or permitted to be given under this Contract by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party. The notice is deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party to whom the notice is to be given at the address set forth in this section.

13.1 The address of Central Health for all purposes under this Contract is: Patricia A. Young Brown (or her successor in office)
President and CEO
Travis County Healthcare District
1111 East Cesar Chavez Street, Suite B
Austin, Texas 78702

13.2 The address of the Contractor for all purposes under this Contract is: Contractor Name
Contractor Street
Address City, State Zip

13.3 Each party may change the address for notice to it by giving notice of the change in compliance with this section.

14.0 AMENDMENTS. This Contract may be amended only by an instrument in writing that is signed by both parties. Amendments to this Contract shall be effective as of the date stipulated therein. Contractor acknowledges that no District officer, agent, employee, or representative has any authority to amend this Contract unless expressly granted that specific authority by Central Health Board of Managers.

15.0 ASSIGNMENT

15.1 Assignment. Central Health may assign any of its obligations under this Contract. Contractor may assign any of its rights or obligations under this Contract only with the prior written consent of Central Health. No official, employee, representative, or agent of Central Health has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Central Health Board of Managers.

15.2 Successors Bound: The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors-in-interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

15.3 Name Change. If a change of name is required, the Purchasing Coordinator shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Central Health.

- 16.0 **FORCE MAJEURE.** Neither District nor Contractor will be deemed to have breached this Contract or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Contract if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, wars and war operations, acts of terrorism, restraints of government, power or communications line failure or other circumstances beyond such party's control, or by reason of the judgment, ruling, or order of any court or agency of competent jurisdiction, or change of law or regulation (or change in the interpretation thereof) subsequent to the execution of this Contract.
- 17.0 **NON-WAIVER OF DEFAULT.** No waiver by either of the parties to any failure by the other party to keep or perform any provision, covenant, or condition of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, covenant, or condition.
- 18.0 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.** Each party shall provide the services and activities to be performed under the terms of the Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (42 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-361 [S.993] ("ADA"), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. No party shall discriminate against any employee, applicant for employment, or plan participant based on race, religion, color, gender, national origin, age, or handicapped condition. In performance of all services and activities under this Contract, each party will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services, the Texas Department of State Health Services, or any other state regulatory agency.
- 19.0 **CONSTRUCTION OF CONTRACT.**
- 19.1 **Law and Venue.** The laws of the State of Texas (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Venue for any dispute arising out of this Agreement is in Travis County, Texas.
- 19.2 **Severability.** If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of the Contract shall remain valid and binding.
- 19.3 **Headings.** Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that provision or subsection and shall not be used in construing this Contract.
- 19.4 **Computation of Time.** When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Central

Health has declared a holiday for its employees, the last day is the next business day that is not a District holiday.

- 19.5 **Gender and Number.** Words of any gender in this Contract shall be construed to include any other gender, and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.
- 19.6 **Conflicts Among Documents.** The parties understand and agree that if there is found to be any conflict between the provisions of this Contract and any provision in the RFP or proposal, the provisions within this Contract will prevail. In the event of any conflict between the provisions of the RFP and the Proposal, the provisions within the RFP shall prevail over the Proposal, except to the extent that the Contractor submitted in its proposal specific deviations to the RFP that were accepted by Central Health.
- 20.0 **ENTIRE CONTRACT.** All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.
- 21.0 **NO THIRD-PARTY BENEFICIARY.** No provision of this Contract is intended to benefit any person or entity, nor shall any person or entity not parties to this Contract have any right to seek to enforce or recover any right or remedy with respect hereto.
- 22.0 **DISPUTE RESOLUTION**
- 22.1 **Definition of Dispute.** “Dispute” means any and all disagreements, questions, claims, or controversies arising out of or relating to this contract, including the validity, construction, meaning, performance, effect, or breach of the Contract.
- 22.2 **Negotiation.** In the event of a Dispute between the parties, the parties shall promptly, amicably, and in good faith attempt to resolve the Dispute through informal negotiations. A disputing party shall give written notice of the Dispute to the other party that shall contain a brief statement of the nature of the Dispute. If the parties are unable to resolve the Dispute within thirty (30) days of the receipt by the receiving party of the written notice of Dispute, the parties may seek mediation as set forth herein.
- 22.3 **Mediation.** If a Dispute arises between the parties that cannot be resolved through negotiation, the parties may submit that Dispute to mediation. The parties agree to select a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, or the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 23.0 **PUBLIC INFORMATION ACT.** The parties acknowledge and agree that Central Health is subject to the provisions of the Texas Public Information Act (“PIA”). If Central Health receives a request for disclosure of any information related to the good or services provided under this Contract or for information provided to Central Health under this

Contract that constitutes a record under the PIA, the information must qualify for an exception provided by the PIA to be withheld from public disclosure. Contractor authorizes Central Health to submit any information provided under the Contract or otherwise requested to be disclosed, including information that the Contractor has labeled as confidential or proprietary, to the Office of the Attorney General for a determination as to whether any such information may be accepted from public disclosure under the PIA. If Central Health does not have a good faith belief that information may be subject to an exception to disclosure under the PIA, Central Health is not obligating itself by this Contract to submit the information to the Attorney General for a determination. Central Health shall have no obligation or duty to advocate the confidentiality of the Contractor's material to the Attorney General or any other person or entity. It is the Contractor's responsibility and obligation to make any legal argument to the Attorney General or court of competent jurisdiction regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability Central Health, its officers, board members, employees, agents, and attorneys with respect to disclosure of information provided under this Contract or otherwise created, assembled, maintained, or held by the Contractor, including that information labeled as confidential or proprietary and determined by the Attorney General or a court of competent jurisdiction to be subject to disclosure under the Act. This section shall survive the termination of this Contract.

24.0 **CONFLICT-OF-INTEREST.** Contractor shall update the Conflict-of-Interest Questionnaire ("Questionnaire") as required by Chapter 176 of the Local Government Code if any statement on the submitted Questionnaire becomes incomplete or inaccurate. In that event, Contractor shall submit an updated Questionnaire not later than the seventh (7th) business day after the date of amendment that makes a statement in the Questionnaire incomplete or inaccurate with Central Health Purchasing Coordinator, 1111 E. Cesar Chavez, Austin, Texas 78702.

25.0 **RECORDS AND CONFIDENTIALITY.** Contractor shall maintain information created, stored or received under this Contract in accordance with all applicable laws and regulations including but not limited to the federal Health Information Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, as amended. Exhibit A sets out the responsibilities of business associates under HIPAA.

26.0 **INDEPENDENT CONTRACTOR.** This Contract does not create and shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Contractor's services are and shall remain throughout the term of this Contract those of an independent contractor. Contractor agrees and understands that Contractor is not and shall not be entitled to any of the rights and privileges established for District employees.

27.1 **DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS.**

Certification

under this Section provides for compliance with certification requirements under 15 C.F.R. Part 26, "Government-wide Debarment and Suspension." By signing this Agreement, Contractor hereby certifies that, to the best of its knowledge and belief, it:

- (a) is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.