

Travis County Healthcare District d/b/a Central Health

Request for Proposals (RFP)



**CENTRAL
HEALTH**

Central Health Brackenridge Campus – Redevelopment



Aerial view of potential footprint of Brackenridge Campus Master Plan, looking northwest

Abstract

Request for Proposals (RFP)

Central Health Brackenridge Campus - Redevelopment

RFP Summary:	Travis County Healthcare District d/b/a Central Health (“Central Health”) seeks proposals from pre-qualified real estate developers for the redevelopment of a 14.3 acre multi-block site in the Austin, Texas Central Business District. The site is bound east-west between Red River Street and Interstate Highway 35 Frontage Road, and north-south between 15 th and 12 th Streets of Austin, Texas (the “Site”).
Submit Proposals To:	Central Health Attn: Purchasing Supervisor 1111 E. Cesar Chavez St. Austin, TX 78702
Proposals Quantity:	One (1) original Proposal; plus Eight (8) Paper Copies; and One (1) Electronic copy (flash drive). Proposals received at the designated location after the published date and time will not be considered.
RFP Number:	1706-001
RFP Issue Date:	07 June 2017
Final Questions Acceptance:	28 July 2017
Questions Response Date:	04 August 2017
Proposal Due Date:	25 AUGUST 2017 - 2:00 P.M. CENTRAL DAYLIGHT TIME (CDT)
RFP Contact:	Central Health Purchasing Supervisor 1111 East Cesar Chavez Street Austin, Texas 78702 purchasing@centralhealth.net
Proposals Shall Remain Valid for:	90 days after Submission Deadline

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I. Introduction

Co-Create the Future

Travis County Healthcare District d/b/a Central Health (Central Health) seeks proposals from pre-qualified real estate developers to *Co-Create the Future* – via redevelopment of a 14.3 acre multi-block site in Austin’s Central Business District (the “Program”). The Program area is situated west-east between Red River Street and southbound Interstate Highway 35 Frontage Road, and north-south between 15th and 12th Streets of downtown Austin, Texas (the “Site”).

Revenue generation to Central Health is critical to its ongoing mission, and is an important element of an envisioned “Master Developer” agreement to be negotiated and established with a selected entity for the coordinated, efficient, effective and adaptable development of the multi-block property. Development will include infrastructure and buildings. Central Health prefers a single Master Developer agreement, but may engage more than one entity for development. Such decision will depend on apparent economics and best value to Central Health, to include without limit, initial revenue and projected annual escalations as inflationary hedge.

Proposer’s and their primary Proposals are to be based on full Site development. However, Central Health welcomes alternate Proposals for the “Southern Half” of the Site, Blocks 164, 165 and 166. These blocks offer more immediate availability and potential return to developers and thus, revenue to Central Health. While we do not contemplate a segmented development agreement that parcels out blocks individually, Central Health may elect at its sole option, to retain any Block or portion of the Site which does not offer proportional and immediate revenue for its transfer.

The selected Proposer, *i.e.*, the Master Developer, shall enter into exclusive negotiations with Central Health to refine the Program, help optimize Site utilization and value, and establish legal, business, schedule and other terms for a ground lease or other agreement structure. Central Health anticipates a “working alliance” with the selected Master Developer/s, hopefully based on trust, confidence and cooperation, the Master Developer becoming an extension of Central Health’s resources and interest in the Program. The Master Developer shall provide and use its best judgment and skills in the planning and execution of the agreed Program to help ensure its efficient and effective performance, and promote and protect Central Health’s interests.

Central Health owns the Site, (formerly) known as the University Medical Center Brackenridge Campus (UMCB), which is occupied by the Brackenridge Hospital, Clinical Education Center and its associated training and treatment facilities, a medical office building, plus parking structures and other support facilities. The hospital and most of its related training, patient care and support functions were replaced by a new teaching hospital constructed across 15th Street, the Dell Seton Medical Center at the University of Texas, which opened May, 2017. The hospital’s relocation reduces hospital lease revenue to Central Health and renders much of the Site underutilized. Central Health desires its redevelopment, in phases, to recapture income and repurpose the land.

Central Health’s vision for this Site includes high-density, mixed-use realty development integrating and promoting pedestrian-friendly streets, public spaces and potential public market,

and connectivity to adjacent, evolving and planned parks and greenways. A Central Health Master Plan¹ (“Master Plan”), resulting from extensive community, consultant and stakeholder engagement captures and informs Central Health’s vision. Expected Program uses include without limit, retail, health-related, housing, office, hospitality, education and technological innovation pillars.

Central Health issued a Request for Qualifications (RFQ)² (the “RFQ”) in September, 2016, soliciting qualification statements from developers interested in serving as Master Developer. Based on Central Health’s evaluation of RFQ Responses (via Central Health Evaluation Committee), four (4) qualified developers were “shortlisted”. This RFP is distributed only to the shortlisted entities. Development entities and others that were not shortlisted through the Central Health RFQ evaluation process are ineligible to respond to this RFP.

¹ Central Health Master Plan dated January 27, 2016 – Exhibit 1

² RFQ No. 1609-001 dated September 1, 2016 – Exhibit 2

II. Purpose

The purpose of the RFP is to afford pre-qualified, shortlisted developers further opportunity to demonstrate a viable planning, phasing and business framework for their approach to developing the Site, consistent with Central Health's vision, and other principles and requirements described in the RFQ and this RFP. Central Health anticipates selecting a preferred Master Developer after evaluation of Responsive Proposals and if conducted, proposer team interviews. Central Health will then enter into negotiations for a long-term Site ground lease or other agreement structure. Central Health recognizes a need for negotiating parties to gain protections and mitigate their respective risks, but anticipates an "alliance disposition", with good faith negotiation effort in definition and agreement of ground lease and/or other agreement terms. Central Health may consider a preliminary agreement (e.g., pre-agreement, memorandum of understanding, letter of intent, etc.) with the selected Master Developer to allow pre-development activities advancement in parallel with ground lease / agreement negotiations.

However, consistent with the RFQ, Central Health reserves its right to discuss with other potential end users, Site interest, space requirements and development potential. Central Health will work with the selected Master Developer to coordinate and evaluate development alternatives.

Please refer to the RFQ document, RFQ Addenda No. 1³, and relevant background materials already provided for pertinent information regarding Central Health's vision and planning objectives for the Site and Program. In addition to those previously issued and available materials, this RFP further defines expected Program elements and provides additional information on the planning process.

The RFP provides instructions on required Proposal content and format.

Master Developer selection criteria and the evaluation process are described later within this RFP.

³ Central Health Brackenridge Campus RFQ No. 1609-001 for Downtown Austin Redevelopment Addendum No 1. – September 30, 2016 – Exhibit 3

III. Process and Requirements

This section describes the solicitation process, protocol for communications and submittals, and required Proposal elements.

1. Purchasing Supervisor

Central Health's Purchasing Supervisor is responsible for the conduct of this solicitation process on behalf of Central Health. Her name and contact information are listed below:

Central Health
Mary Quintero-Herrera, CPPO, MBA
Purchasing Supervisor
Travis County Healthcare d/b/a Central Health
1111 East Cesar Chavez Street
Austin, TX 78702

All deliveries (including Proposal delivery) shall be addressed per the above, and sealed and labelled as listed below:

Central Health Brackenridge Campus - Redevelopment - RFP No. 1706-001

All inquiries or requests regarding this RFP shall be submitted to the Purchasing Supervisor as identified in this RFP, on BidSync <http://www.bidsync.com/travis-county-healthcare-district/>. Proposers may contact ONLY the Purchasing Supervisor regarding the solicitation. Proposers shall not contact Central Health Board Members, management, staff, or Central Health's consultants regarding this solicitation. Such contact may result in disqualification of the Proposer initiating the contact.

2. Terminology and Definitions

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

"BidSync Website" at the following link: www.bidsync.com/travis-county-healthcare-district/

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

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

"Electronic State Business Daily" (ESBD) at the following link: esbd.cpa.state.tx.us/

“Proposer” is any person, corporation, or partnership who is pre-qualified and short-listed to submit a Proposal under this procurement.

“Purchasing Supervisor” means the person or designee authorized by Central Health to manage or administer a procurement requiring the evaluation of competitive sealed responses.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used to solicit proposals under this RFP.

“Responsive Proposal” means a response that conforms in all material respects to the requirements set forth in the Request for Proposals.

“Shortlist” means a list of selected Proposers from which a final choice is made.

3. Planned Sequence of Events

The section lists anticipated RFP process events and their timing. The Purchasing Supervisor will make every effort to adhere to the below schedule.

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issue RFP	Central Health	07 Jun 2017
RFP Pre-Submission Conference	Central Health	14 Jul 2017
Deadline to Submit Written RFP Questions	Proposers	28 Jul 2017
RFP Addendum Issued	Central Health	04 Aug 2017
Proposals Due Date	Proposers	25 Aug 2017
Proposal Evaluations Complete	Evaluation Committee	15 Sep 2017
Finalists Interviews Notification (Optional)	Central Health	18 Sep 2017
Finalists Interviews Complete (Optional)	Evaluation Committee	29 Sep 2017
Master Developer Recommendation	Evaluation Committee	06 Oct 2017
Central Health Board of Managers Approval	Central Health	Oct - Nov 2017

4. Explanation of Events

THE PURCHASING SUPERVISOR OR HER DESIGNEE MUST RECEIVE ALL PROPOSALS FOR REVIEW AND EVALUATION NO LATER THAN 2:00 P.M. CENTRAL DAYLIGHT SAVINGS TIME 25 AUGUST 2017.

The Proposal must be addressed and delivered to the Purchasing Supervisor or her designee at the address below. Proposals must be sealed and labeled on the outside of the package and clearly indicate they are in response to:

**Purchasing Supervisor
Travis County Healthcare d/b/a Central Health
1111 East Cesar Chavez Street
Austin, TX 78702
Request for Proposals (RFP) No. 1706-001
Central Health Brackenridge Campus Real Estate Development**

The date and time of receipt will be recorded on each Proposal. If delivered in person, Proposer's may request a receipt acknowledging the Date and Time of their Proposal delivery.

Proposals received after the above deadline will not be accepted. The date and time of receipt will be recorded on each Proposal.

Proposals submitted by facsimile or other electronic means will not be accepted. All Proposers are expected to carefully examine the RFP documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Supervisor. It is Central Health's intent that all information necessary to complete a response is included in this RFP, the prior issued RFQ and Addendum thereto, the Proposer's prior RFQ Submission, and within the attachments and exhibits hereto. It is the responsibility of the Proposer to obtain clarification of any information contained herein that is not fully understood. Central Health is responsible for the interpretation of the wording of this RFP. Answers to inquiries regarding the RFP's content will only be given in writing, distributed to all Proposers. Any verbal statement regarding the RFP prior to the award shall be considered non-binding.

Central Health will hold an RFP pre-submission conference to answer questions and as appropriate, clarify RFP intent and requirements. The pre-Submission conference is scheduled for 14 July 2017. Conference location will be advised at least three (3) days in advance.

July 28, 2017 is the last day that Central Health will accept questions related to the RFP. All questions must be in written form.

The only formal interpretation of the RFP will be made by RFP addendum issued by the Purchasing Supervisor. A copy of such addendum will be posted on BidSync, Electronic State Business Daily (ESBD), and Central Health's website.

Central Health will provide written responses to written questions in one or more RFP addenda that will be distributed to all short-listed Proposers. IT IS THE PROPOSER'S SOLE RESPONSIBILITY TO ENSURE THAT HE/SHE RECEIVES ANY AND ALL ADDENDA FOR THIS RFP by regularly checking the below listed Websites; addenda will be posted on the website the day they are released:

<http://www.bidsync.com/travis-county-healthcare-district/>

An Evaluation Committee appointed by Central Health's management will perform the evaluation of written Proposals. Based on the results of their Proposal evaluations, the Evaluation Committee, in its sole discretion, may opt to interview all or only selected Proposers prior to recommending a Master Developer. These Proposers will be invited to present their Proposals to the Evaluation Committee. The purpose of the interview, if conducted, is to ensure the Evaluation Committee's understanding of each Proposal, the Proposer's qualifications, to evaluate the Proposer's Team, or to clarify or discuss

Proposal details with individual Proposers. Additional detail may be provided by Proposer in such meeting but no new Site or Program development schemes will be accepted.

The Evaluation Committee will present its findings and recommendations to the Central Health Board of Managers. The Board will consider selection and approval of the recommended Master Developer who provides the best overall value to Central Health over the life of the project, as determined by Central Health in its sole discretion.

Proposers are required to complete the Acknowledgment of Receipt and Statement of Compliance Form provided as Attachment A of this RFP.

5. Protest Deadline

Protest by non-selected Proposer of the selection of a Master Developer must be submitted in writing to the Purchasing Supervisor within ten (10) calendar days after Central Health's public announcement of its Master Developer award. The Purchasing Supervisor shall rule on the protest in writing within ten (10) calendar days from date of its receipt. Any appeal of the Purchasing Supervisor's decision must be made within an additional ten (10) calendar days after receipt thereof and submitted to the Purchasing Supervisor, who shall present the matter for final resolution to the Central Health President and CEO or his 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 ten (10) day deadline will not be considered.

6. General Proposal Requirements and Conditions

6.1 Acceptance of Conditions Governing the Procurement

Proposers shall 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 VII of this RFP. (Note: Central Health recognizes that any agreement resulting from this RFP will not be a "standard purchase contract". Terms and conditions herein relate to and more so, govern the RFP and procurement process).

6.2 Incurring Cost

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

6.3 Basis for Proposal

Only information supplied by Central Health in writing through the Purchasing Supervisor, in this RFP, in the prior RFQ, or in any RFP Addenda issued by Central Health shall be used as the basis for Proposals preparation. In the event of a discrepancy among those documents, unless otherwise clarified via Addenda, the RFP shall govern.

6.4 Amended Proposals

A Proposer may submit an amended Proposal before the deadline for receipt of Proposals. Such amended Proposal must be a complete replacement of 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.

6.5 Proposer's Rights to Withdraw Proposal

Proposers may withdraw their Proposals at any time prior to the deadline for receipt of Proposals. The Proposer must submit a written withdrawal request signed by the Proposer's duly authorized representative addressed to the Purchasing Supervisor.

The approval or denial of withdrawal requests received after the deadline for receipt of the Proposals is governed by applicable procurement regulations.

6.6 Proposal Offer Firm

Responses to this RFP, including Proposal pro forma revenues, will be considered firm for ninety (90) calendar days after the due date for receipt of Proposals.

Central Health's selection of a Master Developer may be substantially based on their respective, submitted financial Proposal and pro forma. Central Health recognizes that modeled cost information is subject to economic and realty development conditions. However, proposed revenue streams and their timing to Central Health shall be considered as initial offers against which evolving development programs or other economic circumstances will be considered in ground lease or other agreement structure negotiations.

6.7 Disclosure of Proposal Contents

Central Health intends that Proposals be kept confidential until a Master Developer selection. 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, or that may be considered proprietary or confidential by law or regulation. The Purchasing Supervisor will not disclose or make public any pages of a Proposal on which the Proposer has stamped or imprinted "proprietary" or "confidential" unless required to by law or regulation.

Proprietary or confidential data as identified by the Proposer shall be readily separable from the Proposal in order to facilitate eventual public release and inspection of the other portions of the Proposal. The Proposer's pro forma and its costs expenses and revenues shall not be designated as proprietary or confidential information. The Proposer's Internal Rate of Return (IRR) may be considered proprietary by Proposer.

If a request is received by Central Health for disclosure of data, which the Proposer has identified as proprietary or confidential, or that may be considered proprietary or confidential by law or regulation, the Proposer will receive notice from Central Health pursuant to the requirements outlined in the Texas Public Information Act ("TPIA"). Unless the Proposer takes legal action to prevent the disclosure, or unless otherwise directed by the Texas Attorney General, the agency that regulates the TPIA, 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.

6.8 Negotiations

The Purchasing Supervisor or their designee shall participate in all negotiations. Negotiations may be conducted with responsible Proposers who submit Proposals to the RFP determined to be reasonably acceptable of being selected for award. Proposers may be required to submit additional data and/or clarify previously submitted information during the evaluation process or any negotiations.

Central Health reserves the right to negotiate the projected revenue, contract structure and any other term with any, all, or none of the Proposers. Any oral negotiations or agreement must be confirmed in writing prior to an award.

6.9 Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of its contract obligations.

6.10 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.

6.11 Termination

This RFP may be canceled at any time or any and all Proposals may be rejected in whole or in part if Central Health determines such action to be in its best interest.

6.12 Sufficient Appropriation

Any agreement 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 Proposers. Central Health's disposition as to whether sufficient authorizations and/or appropriations exist is final.

6.13 Legal Review

All Proposers shall be bound by the terms and conditions contained in this RFP, as applicable. Proposers' concerns shall be promptly brought to the attention of the Purchasing Supervisor.

6.14 Contract Terms and Conditions

A contract between Central Health and the awarded Proposer will, as applicable, include the terms and conditions set forth in Central Health's Contract Terms and Conditions attached hereto (Attachment B). However, the expected ground lease or other agreement will involve significant, additional conditions and may neither include all nor resemble the terms and conditions included herewith. The contents of this RFP as revised and/or supplemented, and the successful Proposer's Proposal will be incorporated into and become part of the negotiated agreement.

Should a Proposer object to any of the terms and conditions, as contained in this Section or in Attachment B, Proposer must clearly identify exceptions to the terms and propose specific alternative language. Central Health may or may not accept the alternative language. General reliance upon the Proposer's terms and conditions or attempts at complete substitutions are unacceptable to Central Health and may result in disqualification of the respective Proposal.

6.15 Proposer's Terms and Conditions

Proposers may submit with their Proposal, preferred terms and conditions which they wish to have included in a contract to be negotiated with Central Health. However, Central Health shall have no obligation to accept such terms and conditions.

6.16 Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between Central Health and the selected Proposer and shall not be deemed an opportunity to amend the Proposer's Proposal.

6.17 Proposer Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified

within this RFP. The Evaluation Committee will reject the Proposal of any Proposer deemed by Central Health nonresponsive.

6.18 Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities in Proposals. The Evaluation Committee also reserves the right to waive mandatory requirements provided all of the otherwise Responsive Proposals fail 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.

6.19 Change in Proposer Representatives

Central Health reserves the right to require a change in Proposer representatives if the assigned representatives do not, in the opinion of Central Health, adequately meet its needs.

6.20 Central Health's Rights

Central Health may:

- 6.20.1 Reject any or all Proposals and discontinue the RFP process without obligation or liability to any respondent;
- 6.20.2 Waive any defect, irregularity or informality in any Proposal;
- 6.20.3 Accept a Proposal other than the apparent, highest or best value Proposal;
- 6.20.4 Select a Master Developer on the basis of initial Proposals received without discussions or requests for clarifications or revenue enhancement to Central Health;
- 6.20.5 Request adjusted Proposals from any or all Proposers;
- 6.20.6 Accept Proposals from one or more entities;
- 6.20.7 Adjust or restrict the scope of any agreement (partial development "rights" for the southern half of the Site; or award development rights for only select Site portions);
- 6.20.8 Procure the services in whole or in part by other means;
- 6.20.9 Select more than one Master Developer;
- 6.20.10 Not select any Master Developer.

6.21 Right to Publish

Throughout the duration of this procurement process and the future contract term unless otherwise negotiated and established per agreement, potential Proposers 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 Proposer's Proposal or termination of the contract.

6.22 Ownership of Proposals

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

6.23 Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Proposers must provide and maintain a valid e-mail address to receive correspondences.

6.24 Use of Electronic Versions of this RFP

This RFP is available by electronic means. If accepted or accessed by such means, the Proposer 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 Proposer's possession and the version maintained by Central Health, the version maintained by Central Health shall govern.

6.25 Suspension and Debarment Requirement

The Proposer shall certify, by signing the agreement attached hereto as Acknowledgement of Receipt and Statement of Compliance Form, Attachment A that to the best of its knowledge and belief that the Proposer 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. Central Health will verify this statement by checking the System for Award Management and the Texas Comptroller of Public Accounts websites.

6.26 Conflict-of-Interest/Disclosure Questionnaires

Pursuant to Chapter 176 of the Texas Local Government Code, entities submitting Proposals shall complete the Conflict-of-Interest Questionnaire ("CIQ") attached to this RFP as Attachment C. For additional information concerning completing the CIQ and Disclosure Statement, see Central Health website at http://www.centralhealth.net/conflict-of-interest_questionnaires.html.

Proposers shall also complete the Certificate of Interested Parties Form 1295 (Attachment D) which shall be completed and notarized. In addition, this form shall also be filed electronically at the following website: https://www.ethics.state.tx.us/whatsnew/elf_filing_info.htm

6.27 Non-Collusion Affidavit

Proposers shall also complete the attached Non-Collusion Affidavit (Attachment E), have it notarized and signed by the authorized Proposer representative (as identified in the Proposal), and submit with their Proposal.

IV. Proposal Format

This section describes the format and organization of the Proposal. Failure to conform to these specifications may result in Proposal disqualification.

1. Number of Original Proposals

Proposers shall submit one (1) complete original Proposal, including any and all supporting design, phasing, technical and/or sample documentation. The one (1) allowed large Concept development plan schematic shall be included with the original Proposal. Clearly mark this submission as “Original Proposal”.

2. Number of Copies

Proposers shall submit eight (8) identical copies of their Proposal, including eight (8) copies of supporting design, phasing, technical and/or sample documentation (the supporting technical and/or sample documentation can be placed on the electronic device). Proposal copies are for Evaluation Committee use.

Submit one (1) electronic, identical copy of the Proposal on flash drive to the location specified in the Abstract and Section III-1 on or before the closing date and time for receipt of Proposals.

3. Proposal Format - Mandatory

All Proposals shall be typewritten and placed within a 3-ring binder with tabs delineating sections. Sections shall be removable.

3.1 Indexing: Each volume will contain a “Table of Contents” identifying the major areas, paragraphs and subparagraphs by number and title as well as by page number and volume locations. Tab indexing will be used to identify sections as appropriate.

3.2 Text: Type size will not be smaller than *Microsoft* Times New Roman 11 point font, normal proportional spacing. Text lines will be single-spaced.

3.3 Illustrations and Tables: Foldout pages up to 11x17 inches will be allowed. Foldouts of charts, tables, or diagrams shall not exceed 11 x 17 inches. All information (except for document numbers, page numbers, etc.) shall be provided within an image area of 10 x 16 inches. Figure call-outs may be proportional but legible, and shall be at least six (6) points in height after final reduction. Figure call-outs may be single-spaced.

3.4 The one (1) allowable larger scale document shall be folded to fit within the binder and be included with the one (1) original Proposal. The large scale Concept document may be included with Proposal copies at the Proposer’s election, but these are not mandatory.

4. Proposal Organization

Proposals shall be organized and indexed in the below format and must contain, as a minimum, all listed items in the indicated sequence.

- 4.1 Letter of Transmittal
- 4.2 Table of Contents
- 4.3 Confirmation/Update of Proposer's Prior RFQ Response
- 4.4 Development Concept
- 4.5 Development Phasing Plan and Strategy
- 4.6 Project Management Plan
- 4.7 Entitlements Discussion and Resolution Plan
- 4.8 Preferred Revisions / Exceptions and Enhancements to Central Health Master Plan
- 4.9 Transportation – Connectivity Discussion
- 4.10 Financial Proposal. Completed Pro forma⁴ in hardcopy; and electronic version in *MS Excel* shall be submitted with the Proposer's electronic copy (Exhibit 4).
- 4.11 Completed and Signed Acknowledgement of Receipt and Statement of Compliance Form (Attachment A)
- 4.12 Completed and Signed CIQ (Attachment C)
- 4.13 Completed, Signed and Notarized Certificate of Interested Parties Disclosure Statement (Form 1295) (Attachment D)
- 4.14 Completed and Executed Non-Collusion Affidavit (Attachment E)
- 4.15 Completed HUB Form (Attachment F)
- 4.16 Completed and Signed Certificate of Secretary, if Proposer is a corporation (Attachment G)

Proposers may include a Proposal summary to provide the Evaluation Committee with an overview of the technical and business features of their Proposal.

Proposers may attach other materials that they feel improve the quality or comprehension of their Proposal. However, these materials shall be included in separate binder appendix/appendices.

Within each section of its Proposal, Proposers shall address the items in the order in which they appear in this RFP. All disclosure, testament and similar forms required in the RFP must be completed, executed and witnessed as required, and included in the appropriate section of the Proposal.

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

⁴ Development Pro Forma Financial Model – Exhibit 4

V. Proposal Submission Requirements

Proposers are advised to review and consider all prior and current Site and Program information, and in particular, the Redevelopment Scope Clarifications included as Part VI of this RFP. Proposers shall organize their Proposals as listed below:

1. Transmittal Letter

A transmittal letter shall accompany each Proposal. The letter of transmittal MUST:

- 1.1 Identify the submitting organization;
- 1.2 Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- 1.3 Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- 1.4 Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- 1.5 Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section III;
- 1.6 Be signed by the person authorized to contractually obligate the organization; and
- 1.7 Acknowledge receipt of all, if any, addenda to this RFP.

2. Table of Contents

Provide a Table of Contents with tabs as described in Section IV - Proposal Format.

3. Confirmation/Update of RFQ Response

Based on their RFQ submissions, Central Health already appraised and selected four (4) developers for this RFP shortlist. However, Central Health understands that economic opportunity, corporate staffing, teaming arrangements, and other factors are dynamic and may have changed since the original RFQ Response. Proposers shall succinctly reconfirm that the materials submitted in their RFQ Response remain valid, or if changed, shall identify and highlight changes.

As appropriate, Proposers shall provide updated materials and explanations of changes pertinent to the below listed sections of their RFQ Response. Where no change has occurred, so state.

- 3.1 Developer Description
- 3.2 Development Team
- 3.3 Team Roles and Participation
- 3.4 Financial Capacity
- 3.5 Detailed Financial Qualifications

- 3.6 Development Experience
- 3.7 Proposer Team Members' Experience
- 3.8 Local Experience
- 3.9 Experience Working with Government and/or Non-Profit Organizations in Urban Environments
- 3.10 References

And further, Proposers shall:

- 3.11 Identify point of contact for RFP communications and key entities expected to participate in Central Health lease/agreement negotiations. Clearly identify "final agreement" authority.

4. Development Concept

Information provided in response to this RFP will describe the Proposer's current intent and will serve as a major consideration in Central Health's selection of a preferred Master Developer. However, Central Health acknowledges that development concepts (use, design, etc.) and their related financial projections and terms proposed for the Site may be refined through and by additional due diligence, market conditions, negotiations, etc. During the negotiation period, adjustments from the proposed concept, Site and Program, and financial terms shall be justified to Central Health.

4.1 Overall Concept Development Plan

Provide, in graphic format, supported by narrative to further define and explain and describe the plan, Proposer's Site Development Concept. This concept must correspond with the financial proposal described in Section 9 below. The concept shall follow Master Plan guidelines, and integrate and balance the Project's three (3) guiding principles of Mission, Stewardship and Partnership. The concept shall include tabular and narrative descriptions, as well as supporting schematics, maps and graphics. At a minimum, the development concept shall include:

Provide one (1) large scale concept level Site plan (sheet size shall not exceed 30"x 42"), folded to fit into binder pocket. Proposal copies shall have small size plans not to exceed 11"x17". Plan shall detail:

- 4.1.1 Conceptual location and layout of proposed development.
- 4.1.2 Structure footprints and their planned use. Where more than one use is planned for a structure location, state the primary use.
- 4.1.3 Proposed lot lines, lot widths and setbacks for all structures in the development.
- 4.1.4 Site massing depicting building heights and stories above adjacent grade.
- 4.1.5 Reference grades at all perimeter and internal streets.
- 4.1.6 Existing boundaries, structures, public and private roads, utilities and other easements, and adjacent uses.
- 4.1.7 Utilities routing, connection locations, rights of way, etc.

- 4.1.8 Drainage divides, collection points and on-site containment facilities.
 - 4.1.9 Amenities. Location and size of proposed sidewalks, other bike/pedestrian pathways, recreational areas, and similar features.
 - 4.1.10 Depict landscape/hardscape areas and major facets; indicate streetscape buffers; impervious and pervious cover; water features, if any; and similar qualities.
-
- 4.2 Provide renderings, schematics and diagram(s) that clearly indicate proposed building heights and massing, infrastructure layout, parking program, and distribution of land uses, keyed to a table that quantifies the mix and distribution of proposed Site uses (e.g., healthcare, office, retail and commercial square footages, number of residential dwelling units, number of parking spaces, open space square footage, etc.) List respective site/building coverage ratios (FAR), and building heights.
 - 4.3 Provide major axes elevations and sections; provide façade elevations of each building; depict and clarify planned massing if not evident from axes elevations. Include appropriate labels but do not obstruct design detail and information.
 - 4.4 Identify and present expected *primary* architectural systems and materials that will guide the aesthetic character of the Site.
 - 4.5 A diagram, supporting table, and narrative describing proposed housing component, referring to the housing location(s) on the Site, the total number of units, number of units by unit types, unit sizes, length of expected affordability commitment, and any social or special services or programs proposed for the affordable component.
 - 4.6 A diagram, supporting table, and narrative describing proposed office components, referring to planned office location(s) on the Site, the types of tenants to be pursued, and any special services or programs proposed for the office component (e.g., “incubator” space and services, executive suites, non-profit headquarters, etc.)
 - 4.7 A diagram, supporting table, and narrative describing the range of ground-level uses that will help to activate a pedestrian experience, the public environment, their floor area, and types of tenants to be pursued (e.g., retail, restaurant, Public Market, etc.)
 - 4.8 A diagram, supporting table, and narrative describing any specific health-related uses, referring to location(s) on the Site, total land and/or building square footage, and types of tenants/providers to be pursued (e.g., clinical uses, traditional medical offices, research, alternative health uses, etc.)
 - 4.9 A diagram, supporting table, and narrative describing any other targeted uses (e.g., hotel, etc.), referring to location(s) on the Site, total land and/or building square footage, and types of tenants to be pursued.

- 4.10 A diagram, supporting table, and narrative describing the parking, car share and valet component(s), as well as the service, delivery and drop-off components, with an indication of the type of parking provided and total number of spaces by location (i.e., underground, above-grade, on-street and/or by supporting use).
- 4.11 A diagram, supporting table, and narrative describing the infrastructure program, highlighting whether the proposed development requires alterations to any Master Plan components.
- 4.12 A diagram and supporting narrative explaining the proposed approach to designing, financing, programming, and operating a Public Market.
- 4.13 Provide narrative explaining additional, proposed community distinctions which may include physical amenities or programmatic elements that benefit the future residents/tenants of the project, as well as the larger community and particularly, the populations served by Central Health.
- 4.14 Provide narrative explaining the rationale for the Site concept described above. The narrative may make reference to market information, emerging real estate trends, developer experience on similar projects, or other logic for the scale and mix of uses proposed in the Site development concept. Describe how the concept responds to Central Health's planning parameters for the Site.
- 4.15 Proposers shall describe how they will attract and provide education-focused tenants, and economically, yet profitably, create educational space within their development Program.
- 4.16 Adjusted Concept Development Plan.

Proposers shall provide in graphic form, supported by narrative as appropriate to further describe adjustments from their concept provided per item 3.1 above, Proposer's "South Half" Development Concept. The "South Half" development shall utilize *only* Blocks 164, 165 and 166, with Blocks CEC (Original Hospital), 167 and 168 (Main Parking Garage) retained by Central Health for the immediate future. This graphic and its related narrative need only detail and describe variances from the Proposer's primary, full Site development Concept.

However, this adjusted concept must correspond with an adjusted financial proposal parallel in information and detail as described in Section 9.

Describe whether a South Half Development can be advanced independently, or whether infrastructure or other Site elements are required to support this more limited development. And describe and quantify adverse financial impacts, if any, to Proposer's Development Concept and the respective Central Health revenue stream.

5. Development Phasing Plan and Strategy

Describe Proposer's development strategy, including the implementation of the development concept described in Part 4 above. Provide schematic/s showing planned Block "take down" timing and development. Provide narrative as appropriate to supplement and clarify graphic information.

- 5.1 Development Schedule. Depict high-level, "ideal" but realistic Program durations related to Development Phasing Plan. Set "start date" from Central Health - Master Developer agreement, though indicate activities that Developer may be willing to advance prior to final agreement execution. Include entitlements and infrastructure design and construction, demolition, Block and partial-block take down, construction, planned occupancy, etc. Generally relate schedule to Proposer's financial information. However, a cost loaded schedule based on work breakdown structure is not required. Provide schedule in either a Gantt or network diagram format.
- 5.2 Identify proposed timing and expectations for ground lease/agreement negotiation and ratification. Identify any critical time elements that could impact a portion or all of the development.
- 5.3 Define and describe key steps planned to complete the pre-development and development processes, including securing approvals and permits; agreements with third parties; soliciting and securing funds placement; Site and major, individual components construction commencement and completion; and Phases completion.
- 5.4 Utility Infrastructure Approach. Central Health includes preliminary utilities and infrastructure cost information/estimate⁵ as Exhibit 5. Proposers shall use this estimate as a placeholder for their financial analysis and pro forma. Describe expected and required infrastructure and Site improvements, and its timing. Describe conditions that might affect infrastructure timing and extent. Identify, if intended, preferred location of any chilled water storage capacity.
- 5.5 Marketing/Tenancing Strategy. Describe planned / existing marketing initiatives to attract anchor / key tenants to the Site. Address marketing plans for each planned tenancy type (e.g., residential, health-related uses, hospitality, office, etc.) Also address attracting local and small businesses for the Public Market and related retail uses.
- 5.6 Expectations and Commitments for Timely Development. Describe assurances that will be made that development is initiated and completed in a timely manner, including any suggestions of performance guaranties or other terms that can benefit Central Health in an event of delay/s. The final terms for such guaranties will be negotiated after developer selection, but this information will provide a sense of the Proposer's initial position.

⁵ Site Infrastructure Cost Estimate – Placeholder – Exhibit 5

- 5.7 Identify via a separate schematic any specific, targeted “flexible” Site and Program locations. Central Health recognizes that economic and market conditions vary, and that adjustments in financial and/or tenant-type viability can impact development success. Describe (separate from financial criteria), Proposer’s decision criteria to advance one occupancy type over another. Also describe:
- 5.7.1 Absorption models by occupancy type and their impact on development Plan.
 - 5.7.2 Ideal space type mix.
 - 5.7.3 Events and/or conditions that will cause the Proposer to change Development Plan and target tenant mix.
 - 5.7.4 Variance / tolerance to investment strategy and plans in changing market conditions.
 - 5.7.5 Current and expected tenant retention rates for various space types planned.
 - 5.7.6 Given all work in progress and planned (which is openly known) for the Austin Metro area, describe its impact to Proposer’s planned timing and “development mix”.
 - 5.7.7 Describe how Proposer will protect / hedge development planned for this Site without slow down and/or stopping work.
 - 5.7.8 Time sensitivity to Development Plan.
-

6. Project Management Plan

Provide and detail a management plan that identifies the management team composition and the roles and authority of key personnel. The management plan shall include at a minimum:

- 6.1 Key Personnel. Describe key development team personnel. If needed, provide updated resumes to highlight project experience particularly relevant to the development Program or resubmit resumes provided in the Response to the Request for Qualifications (RFQ).
- 6.2 References. Please supplement the references provided in the RFQ Response with public sector clients that have experience working with the key project personnel on projects of similar size and scope to the proposed Site development.
- 6.3 Provide a projects list for all key personnel. This shall identify all efforts engaged for the past five (5) years, and state their role. *Note – this is not to duplicate “reference projects” but is a measure of key personnel activity and role.*
- 6.4 Community Engagement. Specify and describe planned interaction with the community through development planning and execution, and highlight examples of projects in which you have successfully integrated community input into development design and/or operation. The selected developer shall be

responsible, as required, for project related presentations to the Central Health Evaluation Committee, and may be required to present to the Central Health Board of Managers, City of Austin, Travis County, the University of Texas, the Waller Creek Conservancy, local neighborhood associations, and other entities as beneficially required by Central Health.

- 6.5 Transitions. Describe circumstances that might cause a change in team composition and how that need is assessed and managed. (E.g., different building types might merit different design and/or construction teams).

7. Entitlements Discussion and Resolution Plan

Proposers shall identify and describe entitlements to be addressed with the City of Austin, and how the Proposer will work with the City of Austin and Central Health to secure all Site entitlements, including any variances or alternative compliance sought to development regulations. Prioritize Proposer's entitlement considerations.

Describe Proposer's similar project/s, prior entitlements management and negotiation experience and resulting developer contribution. Describe "positively" and "negatively" perceived outcomes, and how such perceptions and opinion were resolved with community interest and the City of Austin.

Describe Proposer's preferred role for Central Health, if any, in entitlements negotiations.

8. Master Plan - Modifications / Exceptions / Enhancements

Describe preferred modifications and/or exclusions to the Master Plan, development phasing, Block size and assimilation, roadway and infrastructure alignment and position, open space and public market spaces, and Central Health initiatives and conditions that restrict Site and Program potential. Quantify identified modifications/exclusions in Proposer's pro forma.

Describe any critical exceptions or clarifications to Central Health's Program components and expectations described in the RFQ, RFP, and/or the Planning Parameters and Illustrative Plan suggested in the Master Plan.

9. Educational Opportunity Awareness and Engagement

Proposers shall provide a plan to promote and join with local and regional educational institutions and programs to make the Central Health Downtown Site an educational locus. Cooperation and compact with county and city school districts, community colleges and higher educational institutions to "train and employ" locally, for positions at

all levels (technician to post-doctoral) should be considered. Such endeavor can help attract national tenants, and provide critical mass to Austin's nascent innovation efforts.⁶

In particular, Proposers shall define effort to attract healthcare based tenants that offer mid-level technical / professional employment that justify healthcare and educational based space.

10. Transportation – Multimodal Connectivity

Overall, proposed Site – I35 intersection improvements, entrance relocations and east-west connectivity upgrades are intended to improve regional traffic flow and safety, but such initiatives may prove detrimental to the development Program. *E.g.*, visible street level retail may be limited with I35 frontage road elevation changes (proposed retaining walls), revised road elevations may extend into and limit Site access points, etc.

Proposers shall identify their concerns and/or highlight planned attributes, if any, related to regional transportation initiatives and detail how they expect to manage and/or mitigate potential impacts, or partner to create Site and Program accolades. Additionally describe preferred changes, if any, to intra and/or perimeter Site traffic circulation and/or access points.

11. Financial Proposal

Provide as much detail as possible on the financial aspects of your development concept, including a pro forma/s. The pro forma shall itemize project economics based on available information and the Proposer's judgment, recognizing that the pro forma will be refined as the development plan evolves. The ultimate business deal will be based on a refined pro forma, to be developed as part of negotiations with the selected developer. Key financial aspects of the proposal will include:

- 11.1 Pro Forma. Proposers shall complete the *MS Excel* document "Development Pro Forma Financial Table" included as Exhibit 4, and submit in both hardcopy and electronic format. The pro forma provides Proposers an opportunity to illustrate how to maximize development potential while supporting Central Health's goals and objectives. It quantifies preliminary Program revenues and expenses via a pro forma Statement of Cash Flows for each year through estimated build-out of the Proposer's Program. Include all estimated and known project costs, including applicable fees, and make note of assumed funding that is contingent on another entity's action (*e.g.*, tax credits for affordable housing). The completed pro forma/s give Central Health an understanding of the Proposer's approach, expected project economics, and provide a basis for business terms negotiation. Pro forma line items can be modified and expanded as appropriate for this purpose.

⁶ City of Austin Innovation District Schematic

Proposers shall provide a pro forma for their “South Half” adjusted development concept. Provide detail, cost and revenue information parallel to that for the full Site development concept.

11.2 Development Costs and Revenues Narrative

11.2.1 Development Costs. Provide a narrative describing estimated pre-development costs, conceptual infrastructure costs, building costs, and other identifiable, budgeted project costs. Note major uncertainties that may lead to significantly different costs from those estimated. *Note: To facilitate Pro Forma comparisons, Proposers are to use the estimated infrastructure costs included as Exhibit 5. If Proposers perform their own infrastructure cost estimates (to include utilities, roads and sidewalks), they may provide an additional, alternate Pro forma calculation).*

11.2.2 Program Revenues. Describe all anticipated Program revenues, including projected building rents and/or sales revenues, parking revenues, land lease proceeds from third-party developers and similar revenues, anticipated absorption rates, and time to stabilized yields. Relate revenues and their timing to Site Blocks or partial Blocks.

11.3 Requirements/Assumptions Impacts. Proposers are again directed to the Central Health Master Plan, the RFQ and its Addendum and earlier sections of this RFP as to approach and minimum standards regarding requirements, infrastructure funding, income accessible (affordable) housing, living wages, and other details which may impact development costs and/or Program revenues. Many of these factors represent items that will be refined and negotiated between Central Health, the selected Master Developer, and potentially other stakeholders. Describe and, as possible, quantify how changes to these assumptions will alter Proposer’s financial proposal. Specifically, Proposers shall detail how the below listed assumptions affect total Program value, the Proposers risk profile and expected return, and potential ground lease or other agreement structure revenue to Central Health:

11.3.1 Income Accessible Housing: No specific income accessible (affordable) housing requirements are yet established for the Site / Program development. However, Proposers shall advance a credible plan, and clearly identify the minimum percentage of Site development housing units that shall be income-restricted. Proposers shall further, clearly state their proposed qualifying income thresholds. Thresholds shall be relative to Area Median Family Income as established by the City of Austin’s Neighborhood Housing and Community Development Department and the Texas Department of Housing and Community Affairs. Such housing is expected to be available for a period of at least 30 years.

State assumptions regarding any external funding sources for these units (*e.g.*, Low Income Housing Tax Credits). Model and state the extent to

which these affordable units' inclusion in the Program will affect ground lease or other revenues to Central Health.

- 11.3.2 Public Market: Assume the developer is responsible for developing, marketing, leasing, operating, and maintaining the public market. State assumptions regarding the capital costs of the Public Market facilities and the gross and net revenues (or losses) associated with the Public Market operations. Explain how the Public Market alters the developer's financial risks/rewards and return expectations, as well as ground lease revenues to Central Health when compared to a project in which the Public Market is not a financial obligation of the Master Developer.
- 11.3.3 Infrastructure Financing. Assume that the Master Developer shall finance all existing buildings demolition; existing infrastructure demolition and replacement; and entitlements design and construction. State Proposer's assumptions regarding the costs of these efforts and improvements. Explain how your risks/rewards, financial return expectations, and potential ground lease payments to Central Health will change if these site preparation efforts were funded through public resources rather than as a financial obligation of the Master Developer, and Central Health could effectively deliver "prepared, clean ready to develop blocks" to the Master Developer. NOTE: FOR PRO FORMA COMPLETION, USE THE UTILITY INFRASTRUCTURE COST ESTIMATE PROVIDED AS EXHIBIT 5. For this assessment, Proposer's may, but are not required to, alter related cost assumptions.
- 11.3.4 Capitol View Corridor⁷. Ideally, a viable, optimized development solution can respect Capitol View Corridor (CVC) confines. Proposer's shall assume that development is subject to the existing Capitol View Corridor as currently delineated per the City of Austin; and/or shall assume that development is subject to the alternate CVC proposed by City Planning Staff. However, explain if and to what extent these CVC options limit the overall development Program, how much more (if any) development might be achieved absent CVC restrictions and how the CVC affects the potential ground lease or other agreement revenue to Central Health.

Proposers shall submit graphics and schematics, supported as needed by narrative, to clearly describe revisions in Master Plan orientation, alignment and similar Site attributes which if effected, net "optimal revenue potential" to the Proposer and Central Health without CVC adjustment.

In their financial Proposal, Proposers shall identify and model, explicitly, potential massing and "opportunity cost" caused by a CVC imposition on the Site and Program.

⁷ City of Austin Capitol View Corridor -https://www.google.com/mymaps/viewer?mid=1OmWNgmriRu9gDHuwrVaRxb03W8&hl=en_US – Exhibit 6

- 11.4 Development Financing Plan. Provide an explanation of the project's expected financial structure including potential sources and amounts of equity and debt financing, as well as any expected public financing (*e.g.*, for health-related uses, affordable housing, Public Market, etc.). Identify the minimum preferred return requirements as well as those of financing partners. Specifically, describe how the pre-development costs and the initial phases of Site improvements and construction investments will be funded. The proposed financing plan must include tables for both construction (interim) and permanent financing. The totals for planning, due diligence and construction and permanent financing must equal the total development cost. Define assumptions and caveats of development timing and sources.
- 11.5 Financial Commitment. Provide an estimate of the amount of money that will be invested by the development team before the project begins to produce positive cash flows, including pre-development and operations costs, as well as investments in capital improvements. Identify the anticipated source of the Proposer's up-front funding.
- 11.6 Adverse Financial Impacts and Economic Endurance. Identify factors that impact funding availability and change in development timing. Discuss Proposer's status and position in the 2008-2009 economic downturn and detail what projects were repurposed, (*e.g.*, condominium to apartment, apartment to hotel, etc.) Identify what projects were deferred and terminated and the Proposer's rationale for delay and/or termination. Identify what conditions will cause Proposer to delay, revise and/or abandon planned development.
- 11.7 Projected Value to Central Health. Based on the pro forma cash flow of the overall project and the terms proposed by the developer for distribution of the cash flow, provide projections for ground lease and/or other revenues (upfront and ongoing) to Central Health. Clearly define and show guaranteed return to Central Health, its timing, annual escalation, and relate to development plan and phasing. Additionally, relate Central Health revenues to Block and/or partial Block take down.
-

VI. Redevelopment Scope Clarifications

Proposers are referred to the Central Health Master Plan for overall *guidance* as to Site and Program character, features, attributes and concept. Central Health seeks development solutions that will maximize its revenue within the character, initiatives and goals established by the Master Plan. Formally, the Master Plan's Mission, Stewardship and Partnership principles shall be assimilated and balanced to net enduring economic, community and healthcare benefits.

This section augments and/or clarifies information previously provided in the RFQ, RFQ Addenda, and the Master Plan. Where merited and to reinforce its import to Central Health, prior criteria are restated. However, this RFP and its Development Scope do not replicate all prior information or criteria, but expand on, or more precisely define prior requirements and intended outcome. Some elements listed herein do not immediately apply to Proposal requirements, but are performance requirements to be included in a Central Health - Master Developer agreement. Additionally, the clarifications provided herein may change in a final agreement, and depend on entitlements, City of Austin, and other inputs and considerations. However, to eliminate some development "unknowns" and thus risks, and to improve financial Proposal fidelity, Central Health quantifies various elements to be used as placeholders in Proposers' planning and evaluation, and their pro formas. Where information herein differs from any previously published materials, the information in this RFP shall govern. Note, the below clarifications do not establish an order of their precedence.

1. Environmental Concerns / Costs

Proposers shall exclude environmental abatement and remediation costs from their direct financial considerations. However, any further site environmental investigations from those listed or referenced below shall be at the Proposer's sole cost.

Central Health includes a Phase I Environmental Assessment (EA)⁸ with this RFP (Exhibit 6). Central Health anticipates issuing the final Phase 1 EA to proposers via addendum. A limited Phase II Environmental Assessment is planned, but investigation results and report will not be available during the RFP Proposal period. The Phase II EA will test for groundwater and/or soil contamination in suspect Site locations.

Phase I EA identified environmental risks shall be remediated by Central Health as required during construction. Phase II identified actionable environmental risks shall similarly be remediated and/or encapsulated as required during construction.

Central Health shall additionally, identify, assess and abate or remediate as required, actionable environmental hazards within buildings to be demolished. At present, asbestos is the only identified, actionable abatement need. Abatement activity shall be completed such that Phase I buildings demolition may start in May 2018.

Given UMCB buildings' age, Central Health expects that lead paint exists. Central Health will not remediate lead paint prior to demolition. Proposers are advised that appropriate

⁸ Phase I Environmental Site Assessment – Brackenridge Campus – April 13, 2017

personnel protection equipment and safety measures may be required through demolition and construction activities.

2. Buildings Usage - Demolition Timing – Development Phasing

2.1 Initial Phase – Blocks 164, 165 and 167

Central Health plans that buildings located on Blocks 164, 165 and 167, plus a portion of Block 166 will be available for demolition in May 2018. Please reference Site Schematic⁹ included as Exhibit 7. These buildings are the Professional Office Building (POB); the main (now abandoned) hospital structure (tower, its south and north wings and helipad, and ancillary appendages and footprint); and the current campus utility plant.

Buildings on Blocks 168 (main parking garage), the original Hospital Block (CEC and Cyberknife) and the balance of Block 166 (CEC parking garage) will remain in use for at least seven (7) years. The original Hospital Block (CEC) and the balance of Block 166 will be available for anticipated asbestos abatement starting October 2024. Abatement requirements within the CEC parking garage should be limited so Block 166 balance could be available for demolition start November-December 2024. The original Hospital Block (CEC) should be available for demolition start in Spring 2025. Central Health shall perform required asbestos abatement and other environmental remediation, if any.

2.2 Block 168 - Main Garage Redevelopment

Central Health leased the main parking garage on Block 168 for dedicated, extended use. The initial term is seven (7) years, extending through September 2024. Lease options/extensions are planned because the medical facilities across 15th Street rely on the ongoing provision of these parking spaces to meet their certification requirements. However, if alternate parking is provided within reasonable proximity, the garage footprint of Block 168 may become available for redevelopment. Central Health must gain economic advantage over the garage lease revenue (based on expected market rental rate), but at some point, the economic advantage of developing the garage footprint may prove advantageous. Of possible import is that all replacement parking need not be in one location, but shall be in contiguous 200 parking space minimums. At present and while this quantity may increase, a minimum of 1,080 parking spaces are required. Central Health and the selected Master Developer will need to coordinate with the garage tenant on any proposed changes to the current parking lease agreement.

Though suggested by the Master Plan, Central Health will not require that “liner buildings” be constructed on Block 168 around the west and/or south perimeter of the existing Block 168 garage. Comprehensive redevelopment of this entire

⁹ Existing Brackenridge Site Schematic and Blocks Identification – Exhibit 8

Block may afford greater long term potential and revenue generation. However, Proposers may include and propose liner buildings if of significant benefit to Central Health. Absent liner buildings, temporary screening or enhancement is not required. It is anticipated that the area immediately south of Block 168 will be in construction, and the west area may provide advantageous for construction staging. Central Health and its selected Master Developer will further address and define in an agreement.

While not of immediate development impact, a connection Aerial Bridge spans from the Block 168 parking garage across 15th Street to the new Seton Hospital on the UT Dell Medical School campus. As long as the main parking garage lease on Block 168 remains committed, access to and continued use of this aerial bridge shall be protected through development and construction. Additionally, public walkway and driveway access easements into, from and around the garage shall be protected and provided at all times. As needed to support development or construction, access easements may be revised or relocated but assured safety and ease of use are critical. If impacted by construction, Block 168 garage emergency egresses must additionally be planned, provided and protected at all times. Central Health and the selected Master Developer will need to coordinate with our tenant on any proposed changes to either pedestrian or vehicular garage access easements.

3. Brackenridge Campus Central Utilities Plant

Central Health will discontinue using the existing central utilities plant, with decommissioning planned to allow its demolition with other “Phase 1” demolition activity. Facility equipment is sized for campus supply and distribution, but the facility itself is antiquated and in poor condition. And most equipment requires excessive maintenance and provides poor efficiency compared to contemporary, automated systems. Central Health plans to replace the central plant generated and distributed utilities with a reduced, chilled water and steam or hot water capability for the CEC through dedicated, appropriately sized units. This should be completed spring 2018 allowing the central plant’s decommissioning and subsequent demolition. Its demolition with the balance of “Phase 1” buildings should offer economies of scale.

Similarly, Central Health will abandon and potentially remove, the existing utility tunnel and distribution network extending from the central utility plant. If existing tunnels prove of use and do not otherwise impede development, they can remain. However, the developer has no obligation to preserve or reuse this distribution network in its current alignment, routing or size.

Proposers may indicate a desire for the central utilities plant to remain, but strong rationale must be demonstrated with significant economic benefit to Central Health.

Central Health encourages the use of a centralized chilled water system for HVAC cooling services and encourages Proposers to consider entering into a Chilled Water Service Agreement with Austin Energy for this purpose. Such system should reduce up-front

capital costs to the Developer as well as end user life cycle costs. Austin Energy's chilled water program is well-established in the downtown area and other Austin locales. Should a central distribution need result, *e.g.*, should the Master Developer engage with Austin Energy for chilled water generation and distribution, an alternate location may be identified and allocated. The current central utilities plant location need not be reused for the same or any other purpose.

4. Capitol View Corridor

Capitol View Corridor (CVC) provisions restrict, albeit in limited scale, Site development and Program height and massing and thus, potential. However and ideally, Proposers may be able to optimize Site utilization and their conceptual Development Program within CVC constraints. Central Health will work with the Master Developer and the City of Austin to reduce and/or modify CVC impacts but this will neither occur immediately nor during the Proposal period. Proposals shall include development limits imposed by the current CVC. Please see local City of Austin CVC documentation. Proposers may utilize the listed reference, however, Proposers are solely responsible for ensuring reliance and assessment based on the official Austin CVC map and their CVC calculation metrics.

5. Interlocal Agreement

The Central Health Brackenridge Campus presently enjoys a Public (P) Zoning District. This allows significant flexibility in building use and massing. Central Health endeavors to retain this flexibility and/or to gain equivalent zoning flexibility via zoning overlay and/or an Interlocal agreement with the City of Austin. Central Health initiated preliminary discussions with the City of Austin related to entitlements and/or community benefits that might garner increased development density or building height allowance, and to establish favorable zoning and Site approval but no agreement exists.

Absent an Interlocal agreement and/or approved zoning determination, the selected Master Developer and thus Central Health, may benefit from an increased building density and/or increased height acceptance. The City of Austin's *Downtown Density Bonus Program*¹⁰ provides a reference mechanism for Proposers to provide either direct payment, or payment-in-kind via community benefit or similar endowment to merit increased Site density and/or building height.

Several of Central Health's Master Plan principles and guidelines support and/or provide community benefit which might be leveraged to jointly gain increased development density. Central Health expects to work with the Master Developer to prioritize bonus and entitlement contributions which net best value to both entities.

Proposers shall identify and prioritize entitlement and *Downtown Density Bonus Program* elements, and/or other entitlements that they wish to pursue, and explain their

¹⁰ ORDINANCE No. 20140227-054 Part 1. Section 25-2-586 Downtown Density Bonus Program

preferences and approach to negotiating zoning flexibility, increased density, building height(s) and/or general zoning district rating.

6. Infrastructure Financing

Central Health may provide, via public funding mechanism/s, financing of Site preparation (demolition, grading, etc.) and infrastructure, and possibly other Program elements required for development. Central Health's final dispensation remains to be determined, and will depend in large part upon the revenue gain and risk profile compared to Central Health's non-financial participation. Central Health acknowledges and expects that financial contribution will be an important negotiation component with the selected Master Developer.

A preliminary infrastructure cost estimate shall be used by Proposers as "infill" financing cost in their Proposals and pro formas. Central Health recognizes that actual infrastructure cost may (will) vary from this projected sum, but using a common allowance better enables Central Health's evaluation and assessment of financing and/or providing this work.

7. Public Market

Central Health desires that a public market capability be created as part of the development Program. It is considered integral to Central Health's purpose, and should be integrated into the retail, and open and public space elements. A Public Market is not necessarily envisioned as a single building, but rather a component of the Site development and adjacent "public spaces" or connected commons. Note also, that the Public Market need not be at the center of the Site. This commons may consist of a sequence of public spaces and places that support a variety of retail activities contributing to healthy lifestyles, social interaction, and local economic opportunity. Retail, including restaurants, cafes, and other businesses that will support a Public Market should be conceived to help establish the development as a prime Austin destination.

Central Health contracted with Project for Public Spaces (PPS) to define potential program elements and market viability. PPS' Phase 1 Report¹¹ is included with this RFP. Suggested market program elements include:

- 7.1 Food Hall – Accommodating local vendors selling both fresh and prepared foods and related products in both indoor and outdoor settings.
- 7.2 Health Innovation Center - Programmed public place that will help innovators in the public health field connect with the people and resources they need to succeed. The center should focus on the intersection of health, technology, food, music and other creative endeavors so that it becomes a creative space that will stimulate creative thinking.

¹¹ "Feasibility Study for a Public Market in the Central Health Campus Redevelopment" Phase 1 Report Vision and Program – Exhibit 10

- 7.3 Food Culture Center – Exhibition and event space with a commercial kitchen to support local entrepreneurs, nutrition education programs, and cooking classes.
- 7.4 Public Spaces - Good public spaces throughout the development that will attract people and activities. These spaces will increase social support and interaction which may indirectly benefit the Public Market.

Additionally, a market location may offer a representative presence for Central Health, or full accommodation of Central Health’s administrative offices, but the opportunity cost (i.e., forfeited ground lease or other agreement revenue), lease terms, and/or relocation economics must support and justify this use.

Assuming that all public market design, marketing, development, operation and financial cost and risk are borne by the Proposer (Master Developer), Proposals shall detail their interest, timing, concept/s, location and operational mechanism for a public market. Proposals shall further detail public market development and operating costs. Proposals shall also model and detail the “opportunity cost” of a public market, identifying use restrictions, tradeoffs in development Program and space, expected impact to revenue, and other offsetting determinants. Proposals shall further describe, via schematic and narrative materials:

- 7.5 How Public Market elements will programmatically and physically evolve through each phase of the development;
- 7.6 An overall merchandising plan including how other ground-level commercial uses will contribute to the synergy of a market-public space commons;
- 7.7 How the market and commercial uses will be serviced; and
- 7.8 How public access and parking will be provided.

8. Sustainability / Environmental Stewardship

Central Health requires that developers participate in the Austin Energy Green Building Program and attain a minimum of two (2) Stars for the development Program as a whole and for each individual building. Additionally, Proposers shall attain LEED Silver equivalent compliance. Proposers/developers may opt for formal participation in sustainability based rating system/s at their option (e.g. LEED, Green Globes, etc.)

Central Health also supports but will not mandate, that developers participate in the City of Austin’s’ Great Streets Development Program, and adherence to Austin’s Complete Streets Policy.

Central Health also supports, but will not dictate, Proposers’ creative capture and reuse of rainwater.

Whether performed directly by Central Health or by the Master Developer, buildings and site demolition shall be coordinated with an overall sustainability, salvage, deconstruction and reuse program to limit construction waste generation and ideally, reuse or repurpose significant material.

9. Health Related Uses

Central Health's primary mission is to improve health care services and outcomes for Travis County residents. To support this mission, the Master Plan and RFQ suggest incorporating health-related uses within the development Program. While in particular, development and tenants that promote and contribute to medical professions expansion are attractive from a purpose perspective, Proposers are not required to incorporate such uses into their development proposals, but may do so if they believe this provides strong service, financial, and consociation for Central Health. If such uses are proposed, the specific benefits and potential trade-offs of incorporating health-related uses shall be explained and detailed in the proposal.

Also, while the RFQ advised that Central Health and the University of Texas had conducted preliminary discussions regarding health-related uses on Block 167, no formal arrangement has been advanced or agreed. As such, for purposes of the pro forma analysis and proposed financial terms, Proposers shall assume that Block 167 is available for the Proposer's own development, for any viable use.

10. Income Accessible (Affordable) Housing

Central Health expects an earnest and compelling commitment to income accessible housing. Central Health shall not (yet) dictate proportion or allotment, and Interlocal and entitlements negotiations and options may influence outcome, but we will not abide superficial attention to this objective and community need. Proposers shall clearly define their planned income accessible housing proportion (of total planned housing), planned delivery timing, its composition (unit bedrooms and quantities), and proposed occupant income thresholds.

Proposers shall state assumptions regarding any external funding sources for these units (*e.g.*, Low Income Housing Tax Credits, etc.) Model and state the extent to which these affordable units' inclusion in the Program will affect ground lease or other revenues to Central Health.

Proposer's income accessible housing assumptions and program shall be clearly articulated in the proposed financial terms, and their impact incorporated into the pro forma submitted with the Proposal.

11. Living Wage and Non-Discrimination Requirements

Central Health requires that all personnel providing services or otherwise employed in connection with the Site and Program development and construction shall be paid at least the living wage rate established by the City of Austin at the time of respective contract award. All consulting, construction, purchasing, service and similar agreements between the selected Master Developer and any Program related entity shall include appropriate language and controls, to include required correction and/or termination for cause to enforce this provision. Central Health also mandates that the selected Master Developer and all their consultants, contractors, vendors, etc., comply with all applicable Federal, State and local employment, wage and non-discrimination laws. To emphasize this import, salient applicable authorities, their focus and provisions include without limit:

The Texas Workforce Commission, Civil Rights Division has the authority to investigate and resolve complaints of employment discrimination and sexual harassment by private and public employers with at least 15 employees, as well as by state agencies, colleges and universities, employment agencies, and labor organizations.

Texas Workforce Commission
Civil Rights Division
101 East 15th Street, Room 144T
Austin, TX 78778-0001
(512) 463-2642
(888) 452-4778
www.twc.state.tx.us

The United States Department of Labor (DOL), Wage and Hour Division, enforces the minimum wage, overtime pay and recordkeeping provisions of the federal Fair Labor Standards Act. The division also administers and enforces the Family and Medical Leave Act for all private, state and local government employees, and some federal employees.

United States Department of Labor
Wage and Hour Division
A. Maceo Smith Federal Building
525 South Griffin Street, Room 507
Dallas, TX 75202
(972) 850-2600
www.dol.gov

The National Labor Relations Board (NLRB) is an independent federal agency that enforces the National Labor Relations Act and investigates and remedies unfair labor practices by employers and unions.

National Labor Relations Board
19 Taylor Drive, Room 8A24
Ft. Worth, TX 76102-6178
(817) 978-2921
www.nlrb.gov

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws prohibiting job discrimination such as Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination based on race, color, religion, sex, or national origin. The EEOC also enforces the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Title I and Title V of the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and Sections 501 and 505 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified individuals with disabilities who work in the federal government. They also accept complaints involving sexual harassment.

U.S. Equal Employment Opportunity Commission
1919 Smith Street, 7th Floor
Houston, TX 77002
(800) 669-4000
www.eeoc.gov

The United States Department of Labor (DOL) Employee Benefits Security Administration (EBSA) protects the integrity of pensions, health plans, and other employee benefits.

Department of Labor
Employee Benefits Security Administration
Federal Building, Room 707
525 South Griffin Street
Dallas, TX 75202-5025
(214) 767-6831
(866) 444-3272
www.dol.gov/ebsa/

Proposers hopefully, have already adopted legal compliance in their internal policies and corporate culture. Proposers shall assume compliance with these provisions in cost estimation, modelling and preparing their pro formas and proposed financial terms. These conditions are requisites of any Central Health-developer agreement.

12. Safe Work Environment

Central Health supports and promotes a healthy environment for all. This extends to the workplace environment. Central Health expects and requires that any entity with whom we engage comply with all governing regulations, inclusive of Federal, State and local provisions. Such terms are requisites of any Central Health – Master Developer agreement. Violation of this tenet without timely correction will afford Central Health (contract) termination rights. While developers (Owners) typically defer, if not avoid, construction “means and methods”, operations and on-site safety involvement and leave such efforts to contractors, Central Health anticipates that a robust and comprehensive on-Site safety program which incorporates the *Better Builder Program* Standards or more stringent standards developed in consultation with the Better Builder Program, is established for the Site and Program. This is both “doing what is right” and part of a risk management program to protect workers, developer, contractors and Central Health.

Master Developer - Contractor agreements shall include appropriate terms to uphold these duties. The Site Safety plan must be credible, real, and at minimum, ensure enforcement and compliance with Federal Safety and Health Regulations for Construction (29 CFR 1926 - OSHA).

Proposers shall provide a Site specific safety plan that defines the *minimum* actions and processes to be performed and enforced on site to identify and protect workers from physical and health hazards. This shall define without limit:

- 12.1 Policy or goals statement (e.g., “Zero Lost Time Incidents”, daily safety facts or training, toolbox talks, morning stretch, etc.)
- 12.2 Safety training, education and communication – at all contract levels. Describe how general contractor and/or construction management agreements shall ensure and enforce health and safety compliance in subcontractor (all tiers) agreements.
- 12.3 Personnel protective equipment, inspections and responsibilities.
- 12.4 Responsible persons lists and how enforced at all contract levels.
- 12.5 Hazard identification program and policy, to include OSHA compliant signage, active warnings, etc.
- 12.6 Hazard controls and safe practices training and correction.
- 12.7 Emergency and accident response provisions, logistics and communications.
- 12.8 Accident prevention training and procedures, accident response actions.
- 12.9 Safety incentive and/or discipline mechanisms.
- 12.10 Reporting and record keeping responsibilities.

13. Historically Underutilized Business (HUB) Program

Central Health requires that Historically Underutilized Businesses (HUBs) shall have the maximum opportunity to participate in the performance of Central Health contracts and subcontracts. Proposers shall at minimum, make a "good faith effort" (Attachment F) to take all necessary and reasonable steps to ensure that HUBs have a real and valid opportunity to participate in the development and its resulting construction. Failure by the Master Developer or its contractor/s or subcontractor/s 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 contract termination.

To be eligible under this program, HUB contractors and subcontractors must be certified as a HUB, Minority / Women-Owned Business Enterprises, or Disadvantaged Business Enterprises source by a recognized governmental program, such as:

City of Austin Municipal Government;
Texas Unified Certification Program;
South Central Texas Regional Certification Agency; or
State of Texas.

Proposers shall identify any entity identified as a HUB (as either a prime or subcontractor) and submit a copy of their current, active certification with its Proposal.

However and additionally, given the magnitude and duration of this development Program, Central Health shall require and team with the selected Master Developer and/or its contractor/s as appropriate, in a “HUB Outreach” effort. Central Health shall expect as part of a negotiated agreement, that Master Developer and its contractors as appropriate, create a HUB business recruiting strategy and document their outreach programs, targeted recruitment activities, and other community volunteer programs that demonstrate better than good faith efforts towards HUB. This purpose is to ensure that HUB outreach is taken seriously in terms of both direct employment and subcontracting. Central Health anticipates a joint program of personal visits to HUB organizations and community groups, targeted agencies, and engagement with personal contacts. Specific terms of an HUB outreach program shall be established in the Central Health – Master Developer agreement.

Proposers shall affirm their compliance with and commitment to HUB and HUB outreach endeavors in their Proposals.

14. Educational Opportunity Awareness and Engagement

The expected longevity of Site development and its varied, extended, potential tenant mix create significant educational outreach and engagement potential. Given Central Health’s mission and the Site proximity to The University of Texas Austin Medical District, attracting and creating expanded medical professions programs and work space may be a viable endeavor. Of particular import are the “middle level” positions that require technical or medical (or other) knowledge, but that do not demand ultimate training. (*E.g.*, perhaps an associate degree but not a baccalaureate). Tenant partners that offer internships, mentorships, cooperative and similar education might be both attracted and supported by locating on Site.

Additionally, real estate, architectural and engineering design, and construction practicums and training may present part time, educational and/or full time employment potential from development inception. And full development may additionally support and sustain sponsored educational programs in hospitality, research, entrepreneurship, retail and vast, additional employment fields.

Proposers shall provide a plan to promote and join with local and regional educational institutions and programs to make the Central Health Downtown Site an educational locus. Cooperation and compact with county and city school districts, community colleges and higher educational institutions to “train and employ” locally, for positions at all levels (technician to post-doctoral) should be considered. Such endeavor can help attract national tenants, and provide critical mass to Austin’s nascent innovation efforts.¹²

¹² City of Austin Innovation District Schematic

15. Transportation Coordination & Connectivity

The selected Master Developer shall collaborate with Central Health, and work with the City of Austin, regional authorities and Texas DOT to enhance public transportation access. The Site shall provide for multi-modal connectivity, and promote and create pedestrian-vehicular separation. As can the intra-Site road network depicted in the Master Plan, the exact location of a transportation hub can be shifted to best enhance development value, and to improve passage through and around the Site.

VII. Evaluation Criteria

Selection Criteria and Process

RFP responses will be reviewed by a Central Health Evaluation Committee. The Purchasing Supervisor will direct interviews, if held, of all or just the highest-ranked Proposer team(s). The selected Proposer will be recommended for Central Health Board of Managers approval. Upon approval, Central Health will commence ground lease or other agreement structure negotiations.

Evaluation Criteria	Weight
Development Concept	
Evaluation criteria include without limit, optimized development potential and Program flexibility; Development Concept “fit” and character; success integrating Central Health’s guiding principles into Development; architectural character and proposed design standards; and successful balance between public spaces and access, and Site and Program.	30
Development Phasing Plan and Strategy	
Evaluation criteria include without limit, overall Site Development and Block/Partial Block take down timing; space type distribution; marketing plan strength and absorption; market “defense”; pre-development, development and entitlements and permitting plans; and overall Program risk management.	15
Project Management Plan	
Evaluation criteria include without limit, team member success and strengths in similar endeavors; community engagement program and experience; safety plan strength and implementation; HUB outreach experience and plan.	10
Success Attaining Central Health Initiatives and Strategy	10
Financial Proposal	
Evaluation criteria include without limit, Pro forma completion and clarity of alternatives evaluation and impact; revenue contribution, NPV and escalations to Central Health; financial plan, commitment, impacts management and endurance; Full vs. South Half Blocks or other take down preference and revenue effect; approach, assumptions and impacts to financial plan and Central Health revenue.	30
Entitlements Strategy and Management and “Low Impact” Viability	5
Subtotal – Written Proposals Potential Score	100
Interview (Optional)	10
Total Possible Score	110

VIII. Attachments

ATTACHMENT A - Acknowledgment of Receipt and Statement of Compliance

In acknowledgment 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 G.

The acknowledgment of receipt shall be signed, returned, and included with the Proposer's submittal. In addition, Proposers shall complete the items included in this form evincing compliance with terms and conditions contained herein.

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):

The 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 currently in the process of filing for bankruptcy?		
Has Proposer filed for bankruptcy within the past five (5) years?		
Do you certify that the Proposer does not owe taxes to Travis County?		
Do you certify that the Proposer is not currently under suspension or debarment by any governmental entity (City of Austin/state/federal government)?		
Do you acknowledge that if the Proposer is currently under suspension or debarment, its submittal may not be considered?		

Acknowledged Addendums _____ of _____

Individual authorized to bind Proposer 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 HUB Declaration

Are you certified as a HUB or an MBE/WBE/DBE source? ☐ Yes ☐ No

If yes, please attach your HUB certification.

Contract Terms and Conditions

The nature of an expected agreement between Central Health and a Master Developer requires significant variance from Central Health's standard Terms and Conditions. As appropriate and applicable, the terms and conditions included in the RFP and in particular, the Attachments hereto, may guide or be incorporated into an agreement resulting from this RFP. Noting this caveat, please identify whether there are any requested exceptions or deviations to the basic Terms and Conditions listed in the RFP.

☐ 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 (5) 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 must respond to all questions. The Proposer may attach additional documents to the questionnaire to provide additional details.

Authorized Proposer Signature

Date

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## ATTACHMENT B - Central Health Standard Contract Terms and Conditions

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**Please Note: The nature of an expected agreement between Central Health and a Master Developer requires significant variance from Central Health's standard Terms and Conditions. As appropriate and applicable, the terms and conditions included in the RFP and in particular, the Attachments hereto, may guide or be incorporated into an agreement resulting from this RFP, but many of the conditions are inapplicable or require varied definition. Noting this caveat, please identify whether there are any requested exceptions or deviations to the basic Terms and Conditions listed in the RFP.**

### 1.0 PROPOSER CERTIFICATIONS

Proposer certifies that Proposer is a duly qualified, capable, and bondable business entity or individual; Proposer is not in receivership and does not contemplate it; and Proposer has not filed for bankruptcy and does not contemplate it. Further Proposer certifies that it is not currently delinquent with respect to payment of property taxes within Travis County.

Proposer 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. Proposer 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 Proposer's performance under this Contract.

### 2.0 PAYMENTS

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 Healthcare District  
ATTN: TCHD Accounts Payable  
1111 E. Cesar Chavez Street,  
Austin, Texas 78702

or submission of an electronic invoice sent to: [Finance@centralhealth.net](mailto:Finance@centralhealth.net).

At a minimum, invoices shall include: (i) name, address, and telephone number of Proposer 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 Central Health can process a payment for Proposer, Proposer 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 COVENANT AGAINST CONTINGENT FEES. Proposer 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 Proposer to secure business. For breach or violation of this warranty, Central Health shall have the right to terminate this Contract without liability or, in its discretion and as applicable, to add to or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Proposer or any agent or representative of the Proposer to any Central Health 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 Proposer at least three (3) times the cost incurred by Proposer in providing the gratuities.

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 Central Health fiscal year, Central Health may terminate this Contract after giving Proposer thirty (30) days written notice that this Contract is terminated due to the failure to fund it.

Central Health 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 Proposer relating to the Proposer'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 Proposer, 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.

## 5.0 SUBCONTRACTS

Proposer 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 Proposer 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 Proposer 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.

If a subcontract is approved, Proposer 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. Proposer must obtain District approval of all proposed HUB subcontractors through the Purchasing Supervisor. Failure by Proposer 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.

- 6.0 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.

The address of Central Health for all purposes under this Contract is:

Mike Geeslin (or his successor in office)  
President and CEO  
Central Health  
1111 East Cesar Chavez Street,  
Austin, Texas 78702

The address of the Proposer for all purposes under this Contract is:

Proposer Name  
Proposer Street Address City, State Zip

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

- 7.0 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. Proposer acknowledges that no Central Health officer, agent, employee, or representative has any authority to amend this Contract unless expressly granted that specific authority by Central Health Board of Managers.
- 8.0 NON-WAIVER OF DEFAULT. No waiver by either of Central Health hereto of 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.
- 9.0 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. Proposer shall provide the services and activities to be performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local jurisdiction 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 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.993] ("ADA"), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Proposer shall not 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, Proposer 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.
- 10.0 CONSTRUCTION OF CONTRACT

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.

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.

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.

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 Central Health holiday. Any reference to “days” shall mean calendar days unless otherwise stipulated.

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.

Conflicts Among Documents. Central Health understands and agrees that if there is found to be any conflict between the provisions of this Contract and any provision in the RFP, RFQ or Proposal, the provisions within the final Contract will prevail. In the event of any conflict between the provisions of the RFP, RFQ and the Proposal, the provisions within the RFP shall prevail over the Proposal, except to the extent that the Proposer submitted in its proposal specific deviations to the RFP that were accepted by Central Health.

- 11.0 ENTIRE CONTRACT. All oral and written agreements between Central Health 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.
- 12.0 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.
- 13.0 PUBLIC INFORMATION ACT. 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. Proposer authorizes Central Health to submit any information provided under the Contract or otherwise requested to be disclosed, including information that the Proposer 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 Proposer’s material to the Attorney General or to any other person or entity. It is the Proposer’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 Proposer 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 Proposer, including that information marked 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.

- 14.0 CONFLICT-OF-INTEREST. Proposer shall complete the Conflict-of-Interest Questionnaire ("Questionnaire"), attached to this Agreement as Attachment C, as required by Chapter 176 of the Local Government Code and submit it together with this signed Agreement. Proposer shall also complete the Disclosure of Interested Parties Form ("Form 1295"), attached to this Agreement as Attachment D, which pursuant to Section 2252.908 of the Texas Government Code, must be filed with the Texas Ethics Commission not later than thirty (30) days after the execution of this Agreement. Proposer shall update this Questionnaire and Form 1295, if any statement on either document becomes incomplete or inaccurate. The updated document(s) must be submitted to Central Health Administrative Coordinator, 1111 E. Cesar Chavez, Austin, Texas 78702, not later than the seventh (7<sup>th</sup>) business day after the date on which the Proposer becomes aware of an event that makes a statement in the questionnaire incomplete or inaccurate.
- 15.0 RECORDS AND CONFIDENTIALITY. Proposer shall maintain information created, sent, 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.
- 16.0 INDEPENDENT CONTRACTOR. This Contract does not create and shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture unless otherwise negotiated and defined in a final agreement. Contract services are and shall remain throughout the term of this Contract those of an independent contractor. Proposer agrees and understands that Proposer is not and shall not be entitled to any of the rights and privileges established for Central Health employees.
- 17.0 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 (3) 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 City of Austin) transaction or contract under a public transaction; violation of Federal of 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 City of Austin) with commission of any of the offenses enumerated in paragraph (b); and
- (d) as not within a three-year (3) period preceding this Agreement had one or more public transactions (Federal, State or City of Austin) terminated for cause or default.

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ATTACHMENT C

| CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity | | FORM CIQ |
|---|--|---|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | OFFICE USE ONLY

<div style="border: 1px solid black; height: 100px; width: 100%;"></div> | |
| <div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div> | | |
| <div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div> | | |
| <div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed.

 <div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> <div style="text-align: center; font-size: small;">Name of Officer</div> </div> | | |
| <div style="border: 1px solid black; padding: 2px;"> 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

 <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="margin-top: 20px;"> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> </div> | | |
| <div style="border: 1px solid black; padding: 2px;"> 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. </div> | | |
| <div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div> | | |
| <div style="border: 1px solid black; padding: 2px;"> 7 </div> | | |
| <div style="border-top: 1px solid black; width: 100%;"></div> <div style="font-size: small;">Signature of vendor doing business with the governmental entity</div> | | <div style="border-top: 1px solid black; width: 100%;"></div> <div style="font-size: small;">Date</div> |

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

ATTACHMENT D

| CERTIFICATE OF INTERESTED PARTIES | | | FORM 1295 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---------------------------------------|------------------------|--|-------------------------------|---|---------------------------------------|--|-------------|--------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | | | OFFICE USE ONLY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 30%; padding: 5px;">4
Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country
(place of business)</th> <th colspan="2" style="width: 45%; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 22.5%; padding: 5px;">Controlling</th> <th style="width: 22.5%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> </tbody> </table> | | | | | 4
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| 4
Name of Interested Party | City, State, Country
(place of business) | Nature of Interest (check applicable) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Controlling | Intermediary | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 5 Check only if there is NO Interested Party. <input style="float: right;" type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <div style="text-align: right; margin-bottom: 10px;"> _____
 Signature of authorized agent of contracting business entity </div> <div style="margin-bottom: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-bottom: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> _____
 Signature of officer administering oath </div> <div style="width: 30%;"> _____
 Printed name of officer administering oath </div> <div style="width: 30%;"> _____
 Title of officer administering oath </div> </div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ADD ADDITIONAL PAGES AS NECESSARY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

ATTACHMENT E – Non Collusion Affidavit

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership, or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name: _____

Printed
Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ the _____ of, _____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

ATTACHMENT F - 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, Attach your certification to this form and return it in the Proposal; Identify the certification agency by checking all that apply; ☐ Texas Building and Procurement Commission; ☐ City of Austin; ☐ Texas Unified Certification Program; and 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. Add additional lines as needed.

| HUB Subcontractor Name | Contact Person/Title (First/Last Name)/Title | Telephone Number (including area code) | E-mail address (if available) |
|------------------------|--|--|-------------------------------|
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**Attachment G - CERTIFICATE OF SECRETARY**

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(Required for bidders which are corporations)

I CERTIFY that:

I am the duly qualified and acting Secretary of \_\_\_\_\_,  
[Name of Corporation]

a duly organized and existing corporation of the State of \_\_\_\_\_.  
[Name of State]

The following is a true copy of a Resolution duly adopted by the Board of Managers of such corporation in a meeting legally held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and entered in the minutes of such meeting in the minute book of the Corporation.

RESOLVED, that this corporation enter and that \_\_\_\_\_, the  
[Insert Name of Person Executing Bid Form]

\_\_\_\_\_ of this corporation, is authorized and directed to execute on behalf of and [Position with Corporation] as the act of this corporation the Bid Form for the Travis County Healthcare District dba Central Health \_\_\_\_\_, Project # \_\_\_\_\_, together with all associated [Insert Name and Number of Project] documents and, should this corporation be the successful bidder for that project, to execute on behalf of and as the act of the corporation all necessary documents to effect a written contract between this corporation and Travis County Healthcare District d/b/a Central Health for the Construction of the Travis County Healthcare District dba Central Health \_\_\_\_\_, Project # \_\_\_\_\_. [Insert Name and Number of Project]

The Secretary is directed to attach a copy of the Bidding Documents to the minutes of this meeting and to make them a part of the corporate records.

The above Resolution is in conformity with the Articles of Incorporation and the Bylaws of the Corporation has never been modified or repealed and is now in full force and effect.

Date \_\_\_\_\_

Secretary \_\_\_\_\_

President \_\_\_\_\_



## IX. EXHIBITS

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Exhibits are provided separately from the RFP document.

In addition to Exhibits specifically referenced in the RFP, Central Health includes exhibits that relate generally, to the Site. These may assist Proposers in their understanding of current site conditions, boundaries, and similar attributes.