**EL PASO COUNTY HOSPITAL DISTRICT D/B/A**



## Request for Qualifications

Architectural Services Intensive Care Unit/Burn Unit

**RFQ # 950- 10-24-013**

**October 21, 2024**

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**SUBMITTAL CHECKLIST**

Due Date: December 11, 2024 @ 2:00 p.m. Mountain Time (MT)

|  |  |
| --- | --- |
| Request Number: | RFQ 950-10-24-013 |
| Vendor Name: |  |
| Contact Name: |  |
| Phone Number: |  |
| Contact E-Mail: |  |

**\*\*\*It is absolutely essential that the following three documents are signed. Failure to complete and sign any of these will result in rejection of your response\*\*\***

Check-off

1. \_\_\_\_ Signed and completed Response Agreement.

2. \_\_\_\_ Signed and completed Conflict of Interest Questionnaire (submission of an RFP/RFQ response constitutes doing business). A signature is required in box #4 regardless of any other entry on the form.

3. \_\_\_\_ Signed and completed Public Integrity Disclosure.

Acknowledge Addendums Received (as applicable)

\_\_\_\_ Addendum 1

\_\_\_\_ Addendum 2

\_\_\_\_ Addendum 3

\_\_\_\_ Addendum 4

\_\_\_\_ Addendum 5

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Signature Date

# OBJECTIVE

The purpose of this Request for Qualifications (RFQ) is to solicit sealed statements of qualification from experienced firms to establish a contract for Architectural Services for El Paso County Hospital District d/b/a University Medical Center (“Hospital District, University Medical Center, Owner or Hospital”). The selection of the firm will be at the sole discretion of University Medical Center and will be based on University Medical Center’s sole opinion about which firm best meets the needs and requirements of University Medical Center. The services contemplated under this solicitation are for Architectural as well as Mechanical, Electrical, Plumbing, Construction Drawings, Bid and Construction Administration to create a new 24 Bed Intensive Care Unit/Burn Unit on the Third Floor of UMC North Tower. Reference Exhibit B for additional information.

# BACKGROUND

The El Paso County Hospital District is a not-for-profit, community-owned healthcare organization operating in El Paso, Texas, providing acute care services as well as outpatient and primary care services spanning virtually all major healthcare service lines. University Medical Center of El Paso is the largest public hospital located directly on the U.S./Mexico border and it is the only teaching hospital in the West Texas/Southern New Mexico region, affiliated with the Texas Tech University Health Sciences Center El Paso. It also has affiliation agreements with numerous educational institutions in the region, including the University of Texas at El Paso, Southwest University, El Paso Community College, and others. Accredited by the Joint Commission and licensed for 354 beds, the hospital admits approximately 16,000 patients each year. Approximately 70,000 patients are seen in its Emergency Department annually. The University Medical Center of El Paso also serves as the region’s only Level 1 Trauma Center. The hospital is also a Center of Excellence in Mother/Baby care and a Level 4 Maternal Care facility (the highest level of care possible). One third of all babies born in El Paso County annually are born at UMC of El Paso. University Medical Center of El Paso is also the region’s only The Joint Commission-certified Comprehensive Level 1 Stroke Center.

The hospital began in 1915 as El Paso County Hospital. Its mission today is To Heal, To Serve and To Educate.

University Medical Center of El Paso’s Vision is: To be the first choice for healthcare in the Southwest.

We are committed to C.A.R.E.S values throughout the El Paso County Hospital District:

Community – Pursue access to healthcare for all members of our community.

Accountability – Embrace responsibility for the outcomes resulting from our choices and actions.

Respect – Treat everyone with dignity and compassion.

Excellence – Provide the highest quality of care.

Service – Exceed each customer’s expectations every time.

University Medical Center of El Paso is a university-affiliated teaching hospital, sharing its campus with the Texas Tech University Health Sciences Center El Paso. Texas Tech University’s medical school designated UMC of El Paso as its primary teaching facility in 1973. Resident physicians receive post-graduate training in Family Practice, Anesthesiology, Psychiatry, Pathology, Radiology, Surgery, Emergency Medicine, Orthopedic, and other specialties/fields.

Additionally, Allied Health Career students receive their clinical training at University Medical Center of El Paso through memorandums of agreements with the University of Texas at El Paso, the El Paso Community College, New Mexico State University and 50 other educational institutions.

Twice in the 1990’s and again in 2008, UMC of El Paso was recognized as one of the nation’s top performing hospitals in a study titled “100 Top Hospitals: Benchmarks for Success.” Since the early 1990’s, UMC of El Paso has been designated by the White House as the primary hospital to provide medical care to the President and Vice President of the United States, should it be needed during their visits through the region.

# DEFINITIONS AND QUALIFICATIONS

For purposes of this Request for Qualifications, the following words and terms shall have the meanings specified below:

1. ***Agreement*** shall mean the terms and conditions contained in the Agreement between University Medical Center and the selected firm; the form of the Agreement, which is included as Exhibit A of this RFQ.
2. ***Architect*** shall mean the architectural firm(s), including its agents and representatives, retained by Owner to provide comprehensive architectural services for the Project, including, but not limited to, structural, mechanical and electrical engineering design services. Referred to as “Architect” or “A/E.”
3. ***Program Manager*** shall mean the person or entity that will represent and assist the Owner to plan and execute the Project. Referred to as “PM.”
4. ***Offeror(s)*** shall mean those entities or persons submitting Statements of Qualification in response to this RFQ, including their agents and representatives.
5. ***Owner*** shall mean the El Paso County Hospital District dba University Medical Center.
6. ***Project Manager*** shall mean the single person responsible for the day-to-day functions of the project.
7. ***Project Team or Project Delivery Team*** shall mean the Owner, Architect, Program Manager, Construction Contractor and their respective agents and representatives.
8. ***Statements of Qualification*** shall mean an Offeror's written description of professional qualifications based on the terms and conditions contained in the RFQ for the selection of AE.
9. ***Statements of Qualifications Due Date*** shall mean the date established in this Request for Qualifications.
10. ***RFQ*** shall mean this Request for Qualifications, including all addenda, attachments and exhibits thereto.
11. ***Selection Committee*** shall mean a group of individuals designated by University Medical Center to review the qualifications of the Offerors and recommend the most qualified.
    1. **Mandatory Pre-Submittal Meeting: A Mandatory Pre-Submittal Meeting (virtual or in person) is scheduled for November 11, 2024 at 2:00 pm (MT) in the UMC Board Room, 8th Floor Thomason Tower, 4815 Alameda Avenue, El Paso, TX 79905. Site visit will be available at the conclusion of the Pre-Submittal Conference.**

The general qualification requirements for the prospective Architectural Firm are listed below:

* Architect and consultants must have all required licensure required to practice in the State of Texas. Architect to sub-consult for Structural Engineering, MEP Engineering and Civil Engineering if these disciplines are not contained “in house.” Engineering Firms must have a Professional Engineer licensed in the State of Texas to review/approve/stamp all drawings.
* Firm and assigned staff and consultants should have prior experience working with Healthcare Projects, and understand the requirements of The Joint Commission, NFPA 101, and all regulatory requirements for Texas Healthcare facilities.
* Firm must be able to respond quickly and in person to Owner requests for information.
* Firm and consultants must be able to provide sufficiently qualified staff to perform the work quickly and effectively. Time is of the essence in this Project so that the Owner can quickly determine if conversion of the floor is physically and financially feasible.

# SCOPE OF WORK AND SERVICES REQUESTED

Project Description:

The Third Floor is the uppermost level of UMC North Tower where Endoscopy is currently located. UMC intends to relocate Endoscopy to an alternate location and convert the vacated floor to 23 Bed Intensive Care/Burn Unit. Reference Exhibit B for additional information

# EVALUATION FACTORS FOR AWARD

|  |  |
| --- | --- |
| **Factors** | **Weight** |
| History of the Firm/Organizational Structure | 10 |
| Project Team – Staff Plan/Key Personnel | 40 |
| Experience on Burn Unit and/or Similar Projects | 40 |
| Proposed Project Schedule | 10 |

# FEATURES

All documents in the proposal must be submitted in the tab order and attachment sequence as specified. Any section or questions left unanswered shall make the response incomplete and such response will not be considered.

**Cover Letter – one page**

Provide a one page Cover Letter. Immediately behind the cover letter, include a copy of Letter of Intent on this RFQ signed by Offeror indicating receipt of each Addendum issued.

**TAB I - Executive Summary**

The Executive Summary shall provide a brief summary of the Statements of Qualification contents, emphasizing any unique aspects or strengths of the submission. This section shall be a maximum of two pages.

**TAB II – History of the Firm/Organizational Structure**

1. Provide a narrative on the history of the firm including years in business and the depth of resources to provide Architectural and Engineering Services. Explain the size of your firm, including office locations and the legal structure. This section shall be a maximum of two pages.
2. Organizational Structure

If the Offeror is a corporation, provide the following information:

* Date of incorporation
* Place of incorporation and principal place of business
* Officers and Directors (include position, address and telephone number)
* Affiliates, partner corporations, and subsidiaries

If the Offeror is a general or limited partnership, provide the following information:

* + - * General Partners (include address and telephone number)
      * Limited Partners, if applicable (include address and telephone number)

If the Offeror is a joint venture, provide the following information:

* + - * Date of formation
      * Name and address of each venture partner
      * Principals of each venture partner
      * Venture partner holding the majority of interest in the joint venture and its percentage of interest.

If the Offeror is not a corporation, general or limited partnership, or joint venture, please identify the type of business entity and provide any pertinent information.

Provide the total number of employees (divided into full and part-time and if a sole proprietor, so state this.

1. Organizational Chart:

The Offeror shall submit a detailed organizational chart identifying the individuals that the Offeror proposes to perform the service required under the Agreement. Any firms or individuals that are proposed to be subcontracted to the Offeror shall be clearly noted as such.

**TAB III – Project Team – Staff Plan/Key Personnel**

For each key personnel identified by the Offeror, the following information shall be provided using ***Exhibit C*** Personnel Profile Form:

* + - Name and title including Project responsibilities and roles
    - Educational background
    - Professional registrations and memberships (if applicable)

Years of relevant experience

Relevant project experience

* + - List of specific projects and role in that project
    - References

State each person’s long-term availability and commitment to the project and state any

obligations that your firm has during the time period of the project that may impact your ability to provide the services necessary to meet the project schedule.

This designated project manager shall not change from the date of submittal until the completion of the project without advanced, written approval by University Medical Center.

**TAB IV– Completed UMC Forms**

**It is essential that these three documents be completed and signed. Failure to execute any of these will result in rejection of your response.**

1. Response Agreement
2. Conflict of Interest Questionnaire
3. Public Integrity Disclosure

**TAB V – Project Schedule**

Based on the available information, Offeror shall prepare a preliminary Project Schedule for each of the referenced Projects, based on Calendar Days, commencing February 17, 2025.

* Format shall follow the Design segments as described in ***Exhibit A***.
* Architect shall allow two-week Owner Review between Preliminary Design and Design for Construction for each Project.
* Architect shall include 12-week period for General Contractor - Bid/Negotiate/Contract Negotiation and Notice To Proceed.
* Schedule should include estimated time for Construction phases including:
  + Relocation of Endoscopy
  + Construction of 24 Bed Intensive Care Unit/Burn Unit
* Construction durations based on Architect’s understanding of Scope of Work. Construction durations will not be included in the scoring for Evaluation Factors for Award.

**TAB VI – Experience on Similar Projects, Size & Complexity**

Describe the Offerors’ experience in the last five (5) years in any renovation projects of significant scope similar to University Medical Center of EL Paso.

* Project name, location, description, size, and project cost
* Date of Substantial Completion
* Owner and any other key project team members (including address and telephone number)
* Services performed by the Offeror or persons currently employed by the Offeror as well as the Offeror's office performing the work (if applicable)
* Any awards, recognition, or commendations related to the project
* Personnel who worked on the project who are being proposed for this project

**TAB VII – Acknowledgement/Exception/Disclosure**

Agreement

Provide suggested revisions or objections to UMC’s intended form of Agreement included here as ***EXHIBIT A***. If none, then state so.

Omissions/Deviations

Offeror shall provide a full description of any omissions or deviations from the requirements set forth in the RFQ and the reasons why the omissions or deviations are in the best interest of University Medical Center of El Paso. If there are no omissions or deviations from the RFQ, the Respondents shall state the following:

“The Proposal contains no omissions or deviations from the RFQ”

Arbitration/Litigation Proceedings

Describe any arbitration proceedings or litigation in the last five (5) years initiated by or against the Offeror related to any construction project by providing the following:

* Project name, location and description
* Date of Substantial Completion
* Owner and any other key project team members (include address and telephone number)
* Services performed
* Nature of dispute and outcome

Disclosures of Conflicts

Disclose any financial or legal conflicts of interest, whether existing or potential, which may affect Offeror's performance of services required under the Agreement if Offeror is selected as Architect, including, but not limited to, any business services currently being provided for institutions that may be in direct competition with University Medical Center of El Paso.

# SELECTION TIMETABLE

1. This table is tentative and subject to change.

|  |  |
| --- | --- |
| **Item** | **Target Date For Completion** |
| RFQ Issued | October 21, 2024 |
| Mandatory Pre-Submittal Meeting  (virtual or in person) | November 11, 2024, at 2:00 pm MT in the Board Room 8th floor main hospital |
| Written Comments Deadline | November 18, 2024, by 2:00 pm MT |
| Responses Due | December 11, 2024, by 2:00 pm MST |
| Short List Presentation (if required) | TBD |

1. Offerors may be asked to participate in one or more of the following steps:
2. It is estimated that the overall evaluation/selection process may take from three (3) to six (6) weeks.
3. Offerors will be asked to provide references and assist with the coordination of reference call checks upon request.
4. Offerors will be asked to make contract negotiation decisions promptly and within short notice.
5. Any questions or concerns about the timetable should be communicated in writing immediately upon receipt of the RFQ. (No phone calls.)
6. Failure to meet the delivery dates as outlined above may be basis for disqualifications of your proposal.

# PROCEDURE

**PLEASE NOTE:**

**Deviation from any of the following procedures may result in rejection of proposals submitted which contain such deviation(s).**

**Please pay special attention to the items highlighted below.**

**A.** **Submission of Proposal**

1. All RFQ communication will be issued by the Materials Management department of University Medical Center of El Paso. All responses must be received by the Materials Management department.

**All communications** regarding the RFQ must be clearly marked on any correspondence (mail, email, Bonfire platform) to indicate **“Architectural Services Intensive Care Burn Unit RFQ #950-10-24-013** and addressed to contact below

Liliana Guerrero

Materials Resource Manager

El Paso County Hospital District

4815 Alameda Avenue, El Paso, TX 79905

[bidsquestions@umcelpaso.org](mailto:bidsquestions@umcelpaso.org)

1. All responses must be submitted through portal <https://umcelpaso.bonfirehub.com/portal> by the deadline. All material submitted in response to this RFQ will become property of El Paso County Hospital District.

1. Responses and all supporting documentation, if any, must be uploaded through <https://umcelpaso.bonfirehub.com/portal> on or before **2:00 p.m. (MT), December 11, 2024.** The Offeror assumes all responsibility for the timely receipt of the RFQ response. **LATE PROPOSALS, REGARDLESS OF DELIVERY MEANS, WILL NOT BE ACCEPTED.**
2. **An Officer of the responding company must sign the Response Agreement AS IS, DO NOT change or retype the form.** **If for any reason, our specifications and/or Response Agreement are altered in the response, University Medical Center of El Paso may reject the proposal and the respective offeror may not be considered.** **An authorized agent of the offeror must sign the Response Agreement.**
3. **Offerors may not engage in “private communications” with any member of the Board of Managers of the El Paso County Hospital District or members of the El Paso County Commissioner’s Court regarding this RFQ/RFP from the date of issuance of the RFQ/RFP until the procurement process is complete and a contract has been negotiated with the selected offeror. Private communication means any communication other than communications that take place at a posted meeting of the full Board of Managers/Commissioner’s Court, or a meeting of a committee of the Board of Managers/Commissioner’s Court, or a meeting which has been specifically authorized by the Board of Managers/ Commissioners Court for the purpose of negotiating with an offeror.**
4. The vendor shall provide its standard contract agreement as part of its response to the RFQ. At the University Medical Center of El Paso’s discretion, vendor’s responses to this RFQ may be incorporated by reference and become part of the contract/agreement. All documentation provided by the vendor as a response to this RFQ may be incorporated into the contract. A copy of the University Medical center of El Paso’s Terms and Conditions has been provided as reference.
5. **State Law requires that responses must include filing a Chapter 176 Conflict of Interest Disclosure. Offerors are REQUIRED to include a completed and signed Conflict of Interest Questionnaire with their proposal.**
6. **To assure public confidence in the integrity of this procurement process and the integrity of the firms and individuals providing services to the Hospital District, each offeror must complete and sign the Public Integrity Disclosure or your response may not be considered.**
7. **Offeror must complete each section of the RFQ in its entirety and in the formats contained within this document**. The offeror shall submit all information and documentation in the order requested in the RFQ, even if it is redundant. Any response that is not made in accordance with the terms of the RFQ will be rejected. University Medical Center of El Paso shall not be held responsible for searching through responses for the required information and documentation.
8. If the offeror believes that any question in this RFQ is unclear or susceptible to more than one interpretation, the offeror must indicate that uncertainty and explain any conditions or assumptions pertinent to the response.
9. Offerors should make every attempt to use terminology in their proposal that is consistent with that of the hospital. Comparable terminology may be substituted where appropriate if the offeror provides clear and concise definitions.
10. The vendor shall submit all information and documentation in the order requested in the RFQ, even if it is redundant. Any response that is not made in accordance with the terms of the RFQ will be rejected. The University Medical Center of El Paso shall not be held responsible for searching through responses for the required information and documentation.
    * 1. **Submission of Questions**
11. All questions / requests must be submitted through the Bonfire Procurement portal <https://umcelpaso.bonfirehub.com/portal> or contacting person referenced in this RFQ. Materials Management must receive all written questions / comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFQ Selection Timetable.

All questions / requests must be directed in writing to:

Liliana Guerrero

Materials Resource Manager

El Paso County Hospital District

[bidsquestions@umcelpaso.org](mailto:bidsquestions@umcelpaso.org)

1. Any oral, email or other communication regarding this RFQ with employees or officials of The Hospital District, other than the individuals mentioned above will be considered unofficial and non-binding. Until award letter notification has been made, all communication regarding this RFQ must be directed to Materials Management.
2. Revisions to the RFQ
3. Should any amendments and/or addenda be necessary, all offerors that requested a copy of the RFQ will be given the opportunity to respond. Lack of response to any amendment(s) and/or addenda shall make responses incomplete.
4. University Medical Center of El Paso will notify all offerors of amendments(s) and/or addenda, via Bonfire Procurement portal <https://umcelpaso.bonfirehub.com/portal> or

UMC website ([www.umcelpaso.org](http://www.umcelpaso.org)). Notwithstanding, it shall be the responsibility of the vendors to become informed of any amendment(s) and/or addenda to RFQ.

1. Evaluation Process

Selection will be based on how well the responses meet the following criteria:

* + 1. The experience in providing the services demonstrated by the offeror, including the ability to offer all services requested.
    2. The extent to which services to be provided meet stated Hospital District requirements, including HIPAA compliance.
    3. Contractual terms that would govern the relationship between the Hospital District and the offeror.
    4. Best estimated overall cost in relation to the services offered and benefits demonstrated; as well as, proposed calendar days to complete the work.
    5. The number and type of comparable references with positive comments.

1. Proposal Evaluation
2. All proposals will be reviewed by the RFQ Coordinator to determine compliance with administrative requirements and instructions specified in the RFQ. Only responsive proposals which meet the minimum requirements will be forwarded to the evaluation team for further review.
3. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by The Hospital District, which will determine the proposal most responsive to the requirements stated in this RFQ. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFQ and any addenda issued.
4. Based on the responses received, offerors may be required to present and/or demonstrate their recommended solution to that evaluation committee.
5. Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning proposal. The Hospital District, at its sole discretion, may elect to select the top scoring finalists to continue to Phase II, for a presentation to help determine final award.
6. Commitments made by the offeror(s) at the presentation, if any, will be considered binding. The score from the presentations will be considered independently, to result in the selection of the offeror.
7. Notification of Selected / Rejected Proposals
8. If a response is accepted, the offeror will be contacted by the individuals afore mentioned.
9. If a response is not accepted, the offeror(s) will be notified in writing after a contract has been executed with the selected offeror.
   1. General Terms and Conditions
10. The El Paso County Hospital District reserves the right to accept or reject any or all parts of any response for any reason whatsoever. The Hospital District further reserves the right to reject any and/or all responses.
11. The Hospital District assumes no responsibilities for any costs incurred during the preparation of the response by the offeror.
12. El Paso County Hospital District reserves the right to negotiate final terms and conditions of the proposal and the resulting agreement.
13. El Paso County Hospital District reserves the right to award or cancel this process at any time.
14. El Paso County Hospital District is not bound to accept the lowest quote, nor any proposal submitted.
    1. Proprietary Information / Public Disclosure
15. Materials submitted in response to this competitive procurement shall become the property of The Hospital District.
16. Any information in the proposal that the offeror(s) desire to claim as proprietary and exempt from disclosure must be clearly designated. The page must be identified and the particular exception from disclosure must be clearly identified by the word “Confidential” printed on the lower right hand corner of the page.
17. The Hospital District will consider an offeror’s request for exemption from disclosure; however, The Hospital District will make a decision predicated upon applicable laws.
18. Marking the entire proposal exempt from disclosure will not be honored. The offeror must be reasonable in designating information as confidential.
19. Non-proprietary information in response to this RFQ will be subject to public disclosure once the award is made and the contract signed with selected offeror.
20. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in The Hospital District’s contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, State, and Local Laws; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with The Hospital District.

1. Statement of Omissions and Deviations

Offeror shall provide a full description of any omissions or deviations from the requirements set forth in the RFQ and the reasons why the omissions or deviations are in the best interest of University Medical Center of El Paso. The effect of any omissions or deviations on the total cost shall be included. If there are no omissions or deviations from the RFQ, the Respondents shall state the following:

“The proposal contains no omissions or deviations from the RFQ.”

University Medical Center of El Paso reserves the right to disqualify any proposal that contains any omissions/deviations (to include offeror declining to provide on-site presentations and/or demonstrations) if in University Medical Center’s sole determination, it is decided that such omissions/deviations impact the overall goal for which this RFQ was intended.

Additionally, the respondent may optionally list and explain any additional tasks, products or services that are proposed or recommended along with the associated cost, deliverables, and timetable to be undertaken that are not specified in this RFQ. Any additional elements should be clearly delineated and cost estimates presented separately so that University Medical Center of El Paso may consider the value added and distinguishes such elements from the required components in the RFQ.

# RESPONSE AGREEMENT

In exchange and consideration of this Request for Proposals (hereinafter “RFQ”) by the El Paso County Hospital District d/b/a University Medical Center of El Paso (hereinafter “The Hospital District”),

                                   agrees that:

(Name of Offeror)

1. This response will become the property of The Hospital District and may be evaluated by any employee, consultant, or agent of The Hospital District.
2. The Hospital District reserves the right to proceed or not to proceed with plans to obtain services. The Hospital District further reserves the right to accept or reject any or all parts of the response to this RFQ.
3. All proprietary information provided in response to this RFQ will be treated as confidential to the extent permitted under the Texas Public Information Act. Non-proprietary information in response to this RFQ will be subject to public disclosure once the award is made and the contract signed with the selected Offeror. Offeror shall designate which portions of the Response/Agreement it considers to be proprietary.
4. All information in this response may be modified or changed only after notification of and approval by The Hospital District.
5. This RFQ is to be kept confidential to the extent permitted under the Texas Public Information Act. Information contained therein may not be used for any purpose other than in the preparation of a response submitted to The Hospital District.
6. By submitting a response to this RFQ, the Offeror agrees that the laws of the State of Texas shall govern the validity, performance, and enforcement of any contract between The Hospital District and the selected Offeror, and that the venue for any legal proceedings shall be in El Paso County, Texas.
7. By submitting a response to this RFQ, the Offeror represents and warrants that it has read and understands the RFQ documents and that its response is made in accordance with the terms of the RFQ.
8. By submitting a response to this RFQ, the Offeror represents and warrants that it has read and understands that the contract terms between the selected Offeror and The Hospital District may be subject to the contractual terms of separate contracts between The Hospital District and other entities within The Hospital District.
9. By submitting a response to this RFQ, the Offeror represents and warrants that the services it proposes are currently in compliance with HIPAA requirements and that it will maintain such services in compliance with HIPAA requirements as they may be amended or modified hereafter.
10. By submitting a response to this RFQ, the Offeror agrees to waive any claim it has or may have against The Hospital District and any of its agents and employees, and the Board of Managers of the El Paso County Hospital District, both individually and in their official capacities, arising out of or in connection with 1) the administration, evaluation, or recommendation of any response to this RFQ; 2) waiver of any requirements contained in the RFQ or the contract documents; 3) acceptance or rejection of any response to this RFQ; and 4) award of this contract.
11. The response or any portion thereof, may at the option of The Hospital District, become part of the final contract, and thus, legally binding.
12. If The Hospital District requests the submittal of supplemental information, the information requested shall be promptly provided in writing. Such supplemental information shall be deemed a part of the response.
13. By submitting a response to this RFQ, the Offeror represents and warrants that it shall not contract with any individual(s) or entity that is excluded from participation under the OIG or any other governmental program. The Offeror shall notify The Hospital District immediately in the event that Offeror, or any individual(s) it contracts with, is excluded from participating under the OIG or any other governmental program.
14. By submitting a response to this RFQ, the Offeror represents and warrants that neither it nor its employees, agents, or assigns have been (a) convicted of a criminal offense related to healthcare (unless such person or entity has implemented a compliance program as part of an agreement with the federal government); or (b) listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation under 42 U.S.C. 1320a-7, the OIG List of Excluded Individuals/Entities and/or the GSA list of debarred Offerors.
15. By submitting a response to this RFQ, the Offeror represents and warrants that it shall notify The Hospital District within three (3) days of the time it receives notice of any action being taken against it or its employees, agents, or assigns which could result in its exclusion from participating in the Federal health care programs. The Offeror acknowledges that The Hospital District may terminate this Agreement without penalty or further payment upon the resolution of a pending criminal charge or proposed disbarment or exclusion which results in a conviction, disbarment or exclusion of the Offeror or its employees, agents, or assigns.
16. By submitting a response to this RFQ, the Offeror hereby acknowledges that The Hospital District has adopted a Code of Conduct for the purpose of identifying and rectifying compliance issues as they may arise. The Offeror hereby represents and warrants that it and its employees, agents, or assigns shall comply with the Code of Conduct that it meets all applicable The Hospital District compliance guidelines.

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Name of Offeror Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of authorized representative for Offeror

# GENERAL TERMS AND CONDITIONS

***For viewing purposes only, do not need to sign***

1. This Agreement shall be for a period of \_\_\_\_\_\_\_\_\_\_, beginning on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_ and ending the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_. Customer may terminate this Agreement without cause by giving the other party thirty (30) days written notice. Parties may immediately terminate this Agreement for cause pursuant to breach of any term of this Agreement. Notice of termination to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be mailed by certified mail, return receipt requested to Chief Executive Officer, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Notice of termination to Customer shall be mailed by certified mail, return receipt requested to the President and Chief Executive Officer, University Medical Center of El Paso, 4815 Alameda Avenue, El Paso, Texas 79905. Any other notice required or permitted under this Agreement shall be mailed by certified mail, return receipt requested, to the addresses above. A party may change its address by giving notice in compliance with this section.
2. Payments not made when due shall be subject to late charges of the lesser of (a) one and one-half percent (1.5%) per month of the overdue amount or (b) the maximum amount permitted under applicable law.
3. Both parties agree that the said sum for the services rendered during the term of this Agreement shall not exceed $\_\_\_,\_\_\_.00 annually.
4. Nothing contained herein shall be construed as creating the relationship of employer and employee between \_\_\_\_\_\_\_\_\_\_\_ and Customer, insofar as Customer will not direct \_\_\_\_\_\_\_\_\_\_\_ in the performance of its services or in any manner interfere with the professional judgment of \_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_ shall be deemed at all times to be an independent contractor. \_\_\_\_\_\_\_\_\_\_\_ shall not be included in any employee retirement or fringe benefit plan, and will not be covered by Worker’s Compensation Coverage. Customer will not withhold monies for State or Federal Income Tax or Social Security Payments, and the fees stipulated herein shall be paid in full to \_\_\_\_\_\_\_\_\_\_\_ without deductions of any kind. \_\_\_\_\_\_\_\_\_\_\_ shall be responsible for payment of Social Security and State and Federal Income Taxes.
5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby agrees to maintain liability insurance the limits of which shall be not less than ONE MILLION DOLLARS ($1,000,000.00) for each incident and THREE MILLION DOLLARS ($3,000,000.00) aggregate.
6. Customer is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that Customer shall only be obligated to perform its duties under this section and this Agreement in compliance with the Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Public Information Act, Customer shall be relieved of said duties without penalty or further liability. In the event either party receives a request under the Public Information Act for Confidential Information it shall immediately notify the other party and confer on whether disclosure should be opposed. It is expressly agreed that Customer may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that Customer, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that Customer, its officers and employees shall have no liability to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or Customer to violate the terms of the Public Information Act.
7. This Agreement is conditional upon, subject to and contingent upon funding being available for the term in question and \_\_\_\_\_\_\_\_\_\_\_ shall have no cause of action against Customer in the event that Customer is unable to perform its obligation under this Agreement as a result of suspension, termination, withdrawal or failure of funding to Customer. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ acknowledges that Customer is a political subdivision of the State of Texas, and as such adopts its budget according to the laws of the State of Texas for a period of one year beginning on October 1st and terminating on September 30th of each year. In the event that Customer shall not obtain funding, this Agreement shall be terminated upon thirty (30) days written notice to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. However, Customer shall remain obligated to pay \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for all services rendered prior to the effective date of notice of termination.
8. Customer cannot agree to binding arbitration. Any proposed dispute resolution process can only be entered into upon the mutual agreement of both parties.
9. If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any other provisions hereof, and the illegal or invalid provision shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions shall continue to the extent that they substantially reflect the Agreement contemplated by the parties.
10. All signatures to this Agreement warrant their authority to execute this document.
11. This Agreement constitutes and expresses the entire Agreement between the parties regarding the subject matter addressed and shall not be amended or modified except by written instrument signed by all parties.
12. For the purpose of determining the place of Agreement and the law governing same, this Agreement is entered into in the County of El Paso, State of Texas and shall be governed by the laws of the State of Texas. Venue for all causes of action arising from or in connection with this Agreement shall be in El Paso County, Texas.
13. Neither party shall have the right to assign or otherwise transfer any rights, interests, or obligations under this Agreement without prior written consent of the other party. Such consent shall not be unreasonably withheld.
14. Neither party shall be responsible for any delay, damage, failure, or inability to perform resulting from causes not within the control of the party and which the party is unable to prevent through reasonable diligence.
15. The terms and provisions contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, respective successors in interest, legal representatives and assigns, except as otherwise herein expressly provided. No person or entity other than the parties, except governmental entities to the extent required by law or as otherwise herein expressly provided, shall be entitled to bring any action to enforce this Agreement, and the terms of this Agreement are intended solely for the benefit of, and to be enforceable only by, the parties or their respective successors in interest or assigns as permitted under this Agreement.
16. Except as otherwise provided, no term or condition of this Agreement shall be waived except by written waiver of the waiving party. The forbearance or indulgence by a party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other party, and until complete performance by the other party of such term or condition, the forbearing party shall be entitled to invoke any remedy available under this Agreement or by law despite such forbearance or indulgence. The waiver by a party of any breach of any term or condition of this Agreement shall apply to and be limited to the specific instance involved and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term or condition of the Agreement.
17. Each party shall be responsible only for its own acts and omissions under this Agreement. Each party shall, to the extent permitted by the laws and constitution of the State of Texas, indemnify the other party against, and hold the party harmless from, any and all liabilities, including attorney's fees, resulting from or arising out of or connected with the party's failure to comply with this Agreement or tortious or unlawful act or omission.
18. Pursuant to Public Law 96-499, sec. 952 (Sec. 1861 (v)(1) of the Social Security Act), the parties agree that: \_\_\_\_\_\_\_\_\_\_\_ shall, until the expiration of four (4) years after the furnishing of the services under this Agreement, retain and make available, under written request by the secretary of the U.S. Department of Health and Human Services, or upon written request, by the U.S. Comptroller General, or any of their duly authorized representatives, the contract and books, documents and records of \_\_\_\_\_\_\_\_\_\_\_ that are necessary to verify the nature and extent of the cost of the services under this Agreement. If \_\_\_\_\_\_\_\_\_\_\_ carries out any of the duties of this Agreement through a subcontract, with a value or cost of $10,000.00 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall retain and make available, upon written request by the Secretary of the U.S. Department of Health and Human Services, or upon written request by the U.S. Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents or records of such organization that are necessary to verify the nature and extent of such costs of the subcontracted services. In the event of a request for access, \_\_\_\_\_\_\_\_\_\_\_ agrees to notify Customer what response will be made to that request.
19. \_\_\_\_\_\_\_\_\_\_\_\_\_ represents and warrants that it shall not contract with any individual(s) or entity that is excluded from participation under the Office of Inspector General (“OIG”) or any other governmental program. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall notify Customer immediately in the event that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or any individual(s) it contracts with, is excluded from participating under the OIG or any other governmental program. \_\_\_\_\_\_\_\_\_\_ represents and warrants that neither it nor its employees, agents, or assigns have been (a) convicted of a criminal offense related to healthcare (unless such person or entity has implemented a compliance program as part of an agreement with the federal government); or (b) listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation under 42 U.S.C. 1320a-7, the OIG List of Excluded Individuals/Entities and/or the General Services Administration (“GSA”) list of debarred contractors. \_\_\_\_\_\_\_\_\_\_ shall notify Customer within three (3) days of the time \_\_\_\_\_\_\_\_\_\_ receives notice of any action being taken against \_\_\_\_\_\_\_\_\_\_ or its employees, agents, or assigns which could result in \_\_\_\_\_\_\_\_\_\_\_ exclusion from participating in the Federal health care programs. \_\_\_\_\_\_\_\_\_\_ acknowledges that Customer may terminate this Agreement without penalty or further payment upon the resolution of a pending criminal charge or proposed disbarment or exclusion which results in a conviction, disbarment or exclusion of \_\_\_\_\_\_\_\_\_ or its employees, agents, or assigns.
20. Customer is exempt from payment of taxes under Chapter 151, Texas Tax Code, known as Limited Sales, Excise and Use tax Act, for the purchase of tangible personal property.

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IN WITNESS WHEREOF, the parties have hereunto set their hands.

EL PASO COUNTY HOSPITAL DISTRICT D/B/A

UNIVERSITY MEDICAL CENTER OF EL PASO

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R. JACOB CINTRON

President and Chief Executive Officer

REVIEWED FOR FORM

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Counsel

### ARCHITECT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME

Title

# CONFLICT OF INTEREST QUESTIONNAIRE



# PUBLIC INTEGRITY DISCLOSURES

To assure public confidence in the integrity of this procurement process and the integrity of the firms and individuals providing services to the Hospital District, **each offeror must answer each of the following or your response may not be considered.**

1. Disclose whether the offeror, or any of its employees or agents, is a target or is currently under investigation for giving or soliciting bribes, or improperly influencing or attempting to influence the award or termination of any contract with the County of El Paso, or the El Paso County Hospital District.

1. Warrant that neither the offeror nor any employee or agent has given or offered anything of value to any member or family member of the El Paso County Commissioners Court or El Paso County Hospital District Board of Managers, with respect to the award or termination of any contract with the County of El Paso, or the El Paso County Hospital District.

1. Disclose for the period of the last eighteen (18) months, any and all campaign contributions or gift or any transfers of cash, checks or anything of value to any member or family member of the El Paso County Commissioners Court or El Paso County Hospital District Board of Managers.

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| --- | --- | --- |
|  |  |  |
| Business Name |  |  |
| Signature |  | Date |
| Name |  | Title |