

Prime Firm Respondent Name: \_\_\_\_\_



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TARRANT COUNTY HOSPITAL DISTRICT d/b/a  
JPS HEALTH NETWORK

RFP NO. 20191202

REQUEST FOR PROPOSAL FOR  
PROGRAM MANAGEMENT SERVICES  
FOR THE  
JPS 2018 CAPITAL IMPROVEMENT PROGRAM

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| <p>Release Date: December 02, 2019<br/>Response Deadline: January 23, 2020</p> |
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This Table of Contents is intended as an aid to Respondents and not as a comprehensive listing of the RFP package. Respondents are responsible for reading the entire RFP package including all Digital Reference Material and complying with all specifications.

## **I. INTRODUCTION AND GENERAL INFORMATION**

### **A. General Information**

Tarrant County Hospital District d/b/a JPS Health Network is soliciting Requests for Proposals (RFP) to provide the services set forth in this specification.

**A Pre-proposal Conference** will be held on December 12, 2019 at 2:00 PM at the JPS Health Network on the 3rd Floor in the OPC Auditorium located at 1500 S Main St, Fort Worth, Texas 76104. **Attendance is mandatory. A Campus Tour will be conducted after this meeting.**

One (1) original and Nine (9) paper copies and Nine (9) electronic copies of the RFP Response (the electronic copy to be stored on a universally recognizable removable storage drive, such as a flash drive and in a portable document format (pdf) must be enclosed in a sealed envelope or box and properly and clearly marked with the RFP name and number. E-mailed responses will not be accepted. Please mark the original copy as "ORIGINAL".

Responses should be addressed to the following:

Office of the Chief Executive Officer  
John Peter Smith Hospital  
1500 South Main Street  
Fort Worth, Texas 76104

Parking is available at the garage on the corner of W. Allen Avenue and St. Louis Avenue. After parking, go through the revolving door and take a left through the waiting area. You will then take the Red elevators right beside the Registration desk to the 3rd floor. The Executive Suite is located past the Orthopedic Surgery offices.

**Your submittal is due ON OR BEFORE JANUARY 23, 2020 at 2:00**

**P.M. CST.** Submittals not received by the specified date and/or which do not conform to the enclosed outline will not be given further consideration.

Any responses received after the date and/or hour set for opening will be returned unopened. If responses are sent by mail, the submitter shall be responsible for actual delivery before the date and hour of submission. JPS IS NOT RESPONSIBLE for delivery delays of any type.

**Responses failing to meet minimum Financial, Legal, or Contractual requirements of JPS or Tarrant County will be deemed unresponsive and will not be given further consideration.**

**The JPS Health Network and the Tarrant County Commissioners Court reserve the right to reject any or all submittals and to waive any informality in submittals received whenever such rejection or waiver is in the best interest of the District and/or the County. This specifically includes the right to reject specific Special Consultants proposed by the successful respondent. It is understood and agreed by the submitting firms that submittals, interviews, etc. are voluntary and that neither the Tarrant County Commissioners Court nor the JPS Health Network are responsible for any compensation and/or other commitment associated with submittals or interviews.**

**B. Overview**

The Tarrant County Hospital District (the "District or JPS"), Tarrant County's public healthcare provider, is a tax-supported entity and includes John Peter Smith Hospital, JPS Surgical Center, a network of community and school-based health centers providing medical, surgical and psychiatric services. As a Level I Trauma Center, JPS is licensed for 582 beds and the Network as a whole has approximately 1 million+ patient encounters per year. JPS has the only Psychiatric Emergency Center in Tarrant County and an inpatient psychiatric hospital for adolescents and adults. With more than 40 primary & specialty health centers (19 at public schools), JPS serves patients throughout the community. JPS has a Level III NICU where more than 6,000 babies are born each year. As a Comprehensive Level I Stroke Center and an AMI Certified facility by the Joint Commission, JPS provides the best possible care for heart attack and stroke patients. An academic medical center, JPS has 12 residency programs and 3 fellowship programs, including the nation's largest Family Medicine residency program. JPS takes pride in teaching the best and brightest from around the world and offers programs in several different specialties. The District is a member of UHC/Novation and First Choice Group Purchasing Organizations (GPO).

**C. The JPS Mission**

***To transform healthcare delivery for the communities we serve.***

Patient centered care is the guiding principle of the District. Working in partnership with our providers, the District strives to ensure that the patient experience is exceptional by delivering high quality, safe and appropriate care in a consistent and compassionate manner, using evidence-based best practices and engaging in culturally appropriate encounters that include understandable health information to enable patients to participate in their health maintenance.

**D. Program History to Date**

In 2010, JPS retained BOKA Powell to develop the Strategic Facilities Utilization Plan. This served as the foundation of the needs validation and conceptual recommendations for the proposed JPS facilities development.

In 2014, the JPS Board of Managers formed a Planning Steering Committee comprised of Board Members, staff and physicians to evaluate, challenge and once again validate the facilities plan. Broaddus & Associates and Blue Cottage Consulting subsequently developed the functional and space program and prepared complete and detailed cost estimates of the proposed construction projects.

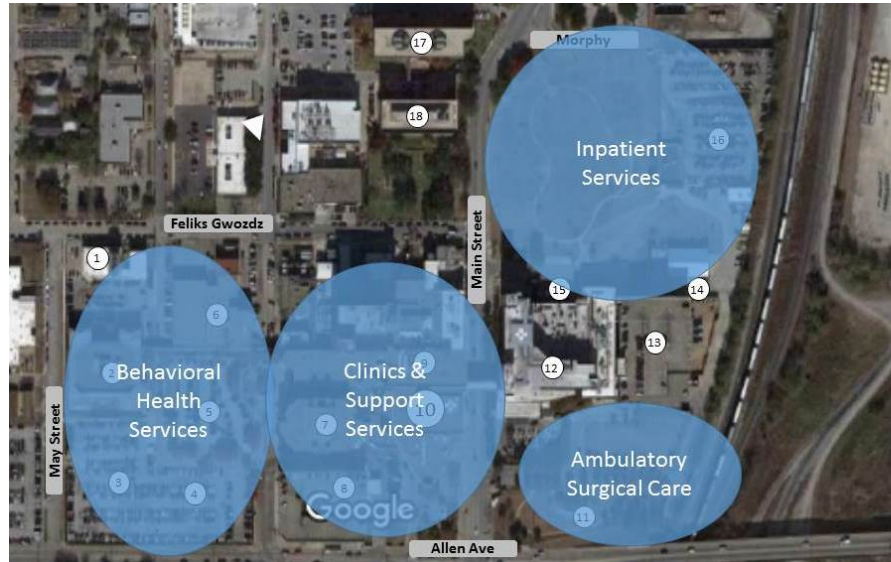
In late 2016, the Commissioners Court established a Citizen's Blue Ribbon Committee to review current and future needs of the JPS Health Network and to evaluate how JPS can best serve its stakeholders over the next 30 years. The Committee used information generated from an analysis of current and prospective local, state and national healthcare delivery trends as well as a comprehensive evaluation of the facilities as they relate to current and future delivery of healthcare. On August 23, 2016, the Committee retained Health Management Associates, Inc. (HMA); Cumming was selected to provide Long Range Planning and Facilities analysis. The Blue Ribbon Committee presented its findings to the Commissioners Court and Tarrant County Hospital District Board of Managers on February 27, 2018.

On November 6, 2018 Tarrant County voters approved an \$800M bond issue. In addition to these bond funds, JPS anticipates adding roughly \$400M in capital bringing the size of the program to roughly \$1.2B.

Now, pursuant to the authority governing the purchasing activities of the Tarrant County Hospital District d/b/a JPS Health Network, including, but not limited to, TEXAS HEALTH & SAFETY CODE Chapter 281, JPS is seeking proposals from Program Management firms ("Respondents") qualified and experienced in providing program management services.

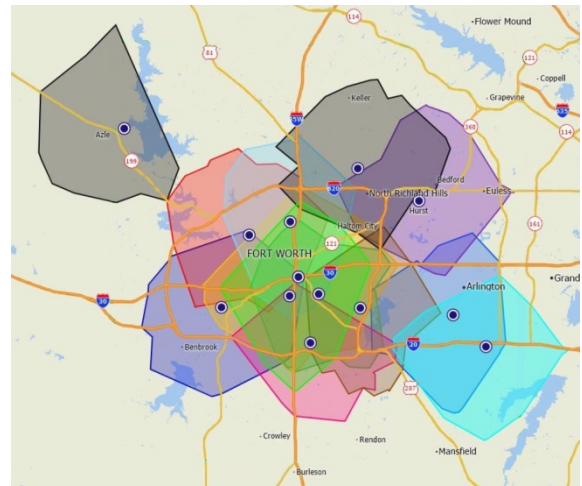
**The selected firm (or team of firms) will be responsible for identifying, validating, analyzing, planning and implementing specific capital Projects within the strategic Capital Improvement Program to advance JPS Health Network's mission, vision and ability to meet community needs in a manner that is both financially and operationally sustainable to JPS Health Network.**

## Future JPS Campus Service Locations



### Site Legend

- 1 – TSP Central Utility Plant
- 2 – Trinity Springs Pavilion
- 3 – TSP Parking
- 4 – TSP/Staff Parking
- 5 – Physicians Parking
- 6 – Purchasing/Receiving/EVS/Laundry
- 7 – Outpatient Building (OPC)
- 8 – Main Campus Parking Garage
- 9 – Patient Tower/T10 – PEC
- 10 – Current Main Campus
- 11 – Greenspace
- 12 – Patient Care Pavilion (PCP)
- 13 – PCP Parking Garage
- 14 – PCP Central Utility Plant
- 15 – Ambulance Bay
- 16 – Morphy St Staff Parking Garage
- 17 – 1350 Main MOB (JPOC1350)
- 18 – 1400 Main MOB (JPOC1400)



## Current JPS Off Campus Facilities

### II. HUB/SMWBE/DOBE Participation

The District maintains a policy of encouraging and engaging in business transactions with vendors who qualify and are certified under applicable law as Historically Underutilized Businesses (“HUBs”), Small Minority and Women Owned Business Enterprises (“SMWBEs”) and Individuals with Disabilities and Service-Disabled Veterans Owned Business Enterprises (“DOBEs”). HUBs, SMWBEs and DOBEs are referred to herein as Disadvantaged Business Enterprises (“DBEs”). The District also encourages its vendors to utilize subcontractors and vendors who qualify and are certified under applicable law as DBEs. The District maintains a goal of 25% DBE participation. Prior to the District’s consideration of a Respondent’s RFP Response each Respondent is required to and shall register as a Vendor in the District’s online “JPS Procurement System” (located on the District’s Website at:

<https://jpshealth.gob2g.com/>). Prior to the Contract Award a Respondent's good faith efforts to utilize DBE subcontractors and vendors in its business transactions shall be part of the criteria under which the Vendor Proposals will be considered. Each Respondent will be required to show in its Vendor Proposal its historical efforts to utilize DBE subcontractors and vendors in its business transactions.

### III. Legal Notices

- A. Compliance with Texas Government Code Sections 2252.151 et seq.**  
In 2017 Texas Government Code Chapter 2252 was amended by adding Sections 2252.151 et seq. to provide that a Texas governmental entity is prohibited from entering into a contract with a company that engages in certain scrutinized business operations in Sudan, Iran, or with foreign terrorist organizations. For the purposes of this RFP and any Contract Award: (i) "scrutinized business operations in Sudan" shall have the meaning ascribed to that term as set forth in Section 2270.0001 et seq. of the Texas Government Code; (ii) "scrutinized business operations in Iran" shall have the meaning ascribed to that term as set forth in Section 2270.0101 et seq. of the Texas Government Code; and (iii) "scrutinized business operations with designated foreign terrorist organizations" shall have the meaning ascribed to that term as set forth in Section 2270.0151 et seq. of the Texas Government Code. Respondent's signature affixed to the attached Exhibit "B" shall be deemed to be the Respondent's certification to the District that the Respondent does not engage in scrutinized business operations in Sudan, Iran or with foreign terrorist organizations.

**EACH RESPONDENT ACKNOWLEDGES THAT THE DISTRICT IS A GOVERNMENTAL BODY OPERATING UNDER AND SUBJECT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT ("TPIA") (CHAPTER 552 OF THE TEXAS GOVERNMENT CODE) AND THEREBY ACKNOWLEDGES THAT INFORMATION THAT IS COLLECTED, ASSEMBLED, OR MAINTAINED IN CONNECTION WITH THE TRANSACTION OF OFFICIAL BUSINESS BY A GOVERNMENTAL BODY IS CONSIDERED PUBLIC INFORMATION POTENTIALLY SUBJECT TO DISCLOSURE PURSUANT TO A VALID TPIA REQUEST AND HEREBY ASSUMES FULL RESPONSIBILITY AND ALL COSTS FOR CHALLENGING ANY REQUESTS FOR INFORMATION IT CONSIDERS CONFIDENTIAL UNDER THE TPIA. RESPONDENTS SHOULD CONSULT THE ATTORNEY GENERAL'S WEB SITE ([WWW.OAG.STATE.TX.US](http://WWW.OAG.STATE.TX.US)) FOR INFORMATION CONCERNING THE APPLICATION OF THE PROVISIONS OF THE TPIA TO PROPOSALS AND PROPRIETARY VENDOR INFORMATION.**

- B. Compliance with Texas Government Code Section 2252.908**  
Texas Government Code Section 2252.908 ("Section 2252.908") states that a governmental entity or state agency may not enter into certain contracts with



a business entity unless the business entity submits Form 1295, a disclosure of interested parties, to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. Section 2252.908 applies to all contracts entered into from and after January 1, 2016 between business entities and Texas governmental entities and state agencies which meet either one of the following criteria: the contract requires a vote of the governing body of the Texas governmental entity, or the contract has a contractual value of at least \$1 Million.

The Texas Ethics Commission has adopted a Certificate of Interested Parties form ("Form 1295") and has made it available on the TEC website.

In 2017 Section 2252.908 was amended to provide that the requirements of Section 2252.908 do not apply to the following contracts entered into or amended after January 1, 2018:

a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;

a contract with an electric utility, as that term is defined by Section 31.002, Texas Utilities Code; or

a contract with a gas utility, as that term is defined by Section 121.001, Texas Utilities Code.

The TEC has posted a video tutorial to its website for business entity filings of Form 1295. The TEC video provides step-by-step tutorials for creating login accounts for the business entity for completing and filing Form 1295. The TEC video tutorials can be viewed on its website at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The TEC's FAQs are posted on its website at:

[https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

**C. Compliance with Texas Government Code Section 2271 et seq.**

In 2017 Texas Government Code Section 2271 et seq. was enacted to provide that a Texas governmental entity is prohibited from entering into a contract with a company unless the contract contains a written verification by the company that (i) the company does not boycott Israel and (ii) the company will not boycott Israel during the term of the contract. For the purposes of this RFP and any Contract Award pursuant to this RFP and in compliance with the Texas Government Code, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict harm on, or limit commercial relationships specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for

ordinary business purposes. Respondents are hereby notified that respect to any Contract Award the vendor shall comply with the Texas Government Code Section 2271 et seq. verification requirements, the failure or refusal of which shall result in the withdrawal of the Contract Award.

#### **IV. SCOPE OF SERVICES**

##### **A. Concept**

##### **1. Integrated Program Management Office (IPMO)**

The IPMO will be responsible for identifying, validating and implementing the specific projects within the strategic capital program to advance the organization's mission, vision and ability to meet community needs in a manner that is both financially and operationally sustainable to the organization. The IPMO will standardize and introduce economies of repetition in the execution of projects through a system-wide project delivery approach and establish a consistent and accurate reporting program. This approach should integrate people, systems, business structures and practices into a comprehensive, "fully integrated" operation. The process must collaboratively harness the talents and insights of all participants to optimize project results, increase value to the owner, reduce waste and maximize efficiency through all phases of development, design, construction and occupancy. The successful IPMO will establish a business-driven approach; set tangible, measureable goals regarding scope to budget alignment and time to market; and achieve operational performance improvement objectives governed by quality, safety and economic metrics.

JPS is seeking the resources, expertise and professional leadership required to develop a comprehensive strategy and manage and complete the strategic capital projects to implement that plan.

##### **2. IPMO Goals and Objectives**

JPS is seeking proposals for an IPMO based solution that is lean, collaborative and owner-centric – addressing the entire strategic capital expansion and clinical operations planning and delivery process from concept through completion. IPMO proposals must address issues of community need, partnerships, industry, technology/process and proper management of the overall program goals from beginning to end, including a system-wide approach for managing the risks and economic uncertainties associated with large, complex healthcare capital expansion projects. JPS is uniquely positioned with its strategic capital program to fundamentally transform how healthcare is organized and delivered. Therefore, proposals must address how the

IPMO will function as the creative convener for redesigning and constructing a future patient and healthcare consumer experience that is highly customized, coordinated, conveniently accessible and both financially and operationally sustainable to the organization.

JPS desires to contract for IPMO services including and not limited to: program management; strategic and program planning; health services delivery planning; master site planning; operational design planning; information and clinical technology planning; ; capital expenditure planning; budgetary impact analysis; and project controls. The IPMO services must bring a high degree of cohesion, cooperation, collaboration, coordination and teamwork to the entire program of strategic capital projects. These first-level team members of the IPMO, essentially the core program management team, will be the “keepers” of the JPS long term strategic vision for the program duration, ensuring that what the organization has set out to accomplish with its capital investments is achieved and sustained with the implementation of each and every project. The core program management team will be responsible for identifying, justifying, procuring and managing all entities that will be added to the IPMO to execute the specific Projects. The IPMO core team must deliver all projects on schedule and within budget and provide cost-effective capital solutions, innovation and resource stewardship while executing the entire Program and reporting results on a consistently scheduled basis to the JPS Planning Committee and/or Board of Managers and to the Tarrant County Commissioners Court.

Additionally, the successful respondent must:

- develop and use communications and management methods that promote coordination, production, collaboration, efficiency and synergy in executing the program.
- adopt “lean manufacturing” project principles, processes and best practices to promote more reliable, precise, integrated and cost-effective design and construction solutions.
- process and approve invoices for payment prior to entry into the hospital’s Lawson and Strata financial management systems.
- conduct all program business on a web-based IT infrastructure that includes websites, licenses, hardware, software, hosting and data storage sufficient for filing and retrieval of all of the program correspondence, drawings, specifications, submittals, RFIs, approvals, procurements, accounting transactions, reporting, developed by the entities that work on the program, with unlimited access for JPS.

The scope of IPMO services and functions includes managing all activities necessary in a highly collaborative environment to meet program and project goals, including but not limited to: confirming community needs; coordinating project work flows; ensuring that all efficiencies are maximized in all aspects; ensuring that all alternatives are considered; communicating project progress to JPS representatives and the Tarrant County Commissioners Court in a timely manner; and ultimately overseeing the implementation process, all while maintaining schedule and scope within the defined budget.

JPS encourages respondents to design and propose their recommended approach to creating an IPMO. Responses should describe the IPMO structures, capabilities and processes that will eliminate waste, balance owner risk, control quality and significantly improve time to market of the finished projects.

### **3. IPMO Services Overview**

The selected organization(s) will work under the direction of the JPS CEO Office. The IPMO will provide comprehensive services for the full scope execution of the projects from engagement to project closeout and post-occupancy. IPMO work tasks and processes will be developed and implemented with the JPS CEO or the JPS CEO's designee and staff and the JPS Board of Managers, consistent with JPS Policies and Procedures. The IPMO will:

- plan, manage, coordinate and control all aspects of the capital Program.
- maintain an open communication process and provide Program status reports throughout all phases to the JPS Planning and/or Board of Managers and to the Tarrant County Commissioners Court.
- develop a strategy to plan and to control the Program scope;
- prepare and monitor the overall Program schedule throughout all phases.
- be responsible for the risk management aspects of the Programs.
- monitor and control all Program expenditures.
- prepare and monitor the quality control plan.

**To this end, JPS wishes to engage a single Program Management Firm to staff and operate the IPMO, oversee a set of Special Consultants and implement the Program.**

In summary, it is the intent of JPS that the Program Management Firm: form and staff the IPMO; directly provide or subcontract with specialists in various areas to confirm the direction of the Program as it relates to the Blue Ribbon Committee's recommendations; consolidate and fill gaps in existing

information for use in development of the Projects themselves and coordinate the implementation of all Projects within the Program resulting in a world class, financially viable, health delivery system.

**B. Projects in the Program**

Any project that is complete, such as the Cancer Center, must be considered in the overall scope but will remain outside of the Program, particularly from an accounting perspective.

Projects that are currently in progress, and their consultants, will be folded into the IPMO's purview. Their work, where it relates to Special Consulting Services required in this RFP, will need to be integrated into the final Baseline Scope, Budget, Schedule and Proforma. As an example, the Patient Care Center Architectural Contract has already been awarded. It includes a scope for Demographics, Volume Projections and Functional and Space Programming. Careful integration and management of these Projects and associated consultants will be required to assure that their Work Products are not duplicative and fit within the Program Scope, Budget, Schedule and Proforma parameters established by JPS and the IPMO.

The IPMO will be responsible for the management of all unstarted CIP projects.

Placing complete, in-progress and unstarted Projects under the IPMO will allow for a Program-wide, single point of management and oversight of budget, schedule, scope and proforma alignment, monitoring and reporting.

Current status of Projects:

- The Cancer Center is complete.
- Dunaway Associates has been retained to develop documents for the demolition of the Hemphill Building and its replacement with surface parking as well as the repaving and restriping of the entire lot. Construction is anticipated to start in the Spring of 2020.
- Site selection for two Medical Homes is underway.
- E4H has been engaged to produce demographic studies, volume projections and site feasibility analysis for the Patient Care Center.
- No other projects have started.

The following list illustrates current size and capacity estimates of the various Projects within the Program. This list is to be used (along with other information in this RFP) as a basis for the Respondent to provide a price. During the first 9 months of this engagement, once the analysis of options, Project scopes and costs are complete, Program time and budget are likely to be adjusted to meet operating cost and capital constraints.

## 1. Behavioral Health Services

### a) Interim Surface Parking Lot(s)

One site targeted for interim surface parking to support the Psychiatric Emergency Center project is at the corner of Allen Avenue and Hemphill Street. The occupants of the structure on this site will be relocated, it will be demolished and its footprint will be converted to surface parking. These new spaces plus those previously provided for the tenants of the building will become available as interim parking. It is recognized that other surface lots may need to be utilized for interim parking when the New Behavioral Tower construction begins and when the Morphy Street Staff Garage is demolished.

### b) New Psychiatric Emergency Center (PEC)

The PEC, envisioned the beginning of the Behavioral Health Campus, is to be a one story pavilion interconnected with the existing Trinity Springs Pavilion (TSP) Bed Tower and the New Behavioral Patient Tower. The functions to be housed in the New PEC are currently located on the 10th floor of the original Patient Tower. This 35,000 building gross square foot (BGSF) project will displace existing parking that must be accommodated before on-site work can begin.

### c) New Behavioral Patient Tower

This 298 bed capacity, 330,000 BGSF tower will replace and expand services currently provided in the Trinity Springs Tower. It too will displace existing surface parking that must be relocated prior to the start of construction.

### d) Behavioral Tower Structured Parking

The location for this 400+ car garage is currently anticipated to be at the corner of South Jennings Avenue and West Allen Avenue on the site of the current 1591-1699 Jennings Avenue surface parking lot. An Interim Surface Lot will need to be identified to accommodate spaces currently in use in this lot. This Project is a candidate for early construction and subsequent use on a temporary basis for staff displaced by the demolition of the existing Morphy Street Staff Garage. An alternative to this concept is described later in this narrative and is titled Morphy Street Staff Garage Replacement Phase 1.

## 2. Clinics & Support Services

### a) West Central Plant

It is anticipated that expansion of and equipment replacement in this building, also called the Trinity Springs Pavilion (TSP) Central Plant, will be needed to support the new program square footage in the area of campus west of Main Street.

b) **Backfill Renovations**

After occupancy of the new construction, roughly 165,000 DGSF of backfill renovations are projected.

**3. Ambulatory Surgical Care**

a) **Patient Care Center (PCC) & related Structured Parking**

The +/- 125,000 BGSF PCC will contain specialty clinics, a 6 Operating Room Ambulatory Surgery Center, 6 GI suites, 2 minor procedure rooms and under building structured parking. Because the future PCC site (south of the existing Patient Care Pavilion (PCP) Parking Garage) is currently greenspace, no existing parking will be displaced. The existing PCP Parking Garage is structured for two floors of vertical expansion. Due to its proximity to the PCC and the tower crane that will be used to construct it, this expansion may be financially feasible and should be examined. If this strategy is adopted, another Interim Surface Parking Lot will need to be identified to temporarily replace occupied spaces beneath this area during construction.

**4. Inpatient Services**

a) **East Central Plant Expansion/Morphy Street Staff Garage Replacement Phase 1/Loading Dock Relocation**

Though very different in scope, these facilities are envisioned to be housed in one structure constructed to the north of the existing Patient Care Pavilion (PCP) Parking Garage early in the Program. This structure will likely also house relocated and expanded loading docks, dumpsters and other materials management functions.

1) **East Central Plant**

Also called the PCP Central Utility Plant, the East Central Plant will support all new construction on the east side of Main Street. It will be immediately to the north and adjacent to the existing plant. Vertical expansion over the existing plant may be desirable.

2) **Morphy Street Staff Garage Replacement Phase 1**

The ultimate capacity of the rebuilt Morphy Street Staff Garage will be 2,300 cars. Because it will occupy the footprint of the existing staff garage, its 400 spaces must be accommodated elsewhere before demolition of the existing 400 car structure can begin. The envisioned 400 car addition to the north the East Central Plant Expansion will connect to the existing Patient Care Pavilion (PCP) Parking Garage by bridge allowing use of existing ramps and drives.

3) **Loading Dock Relocation**

Currently the PCP is supplied from loading docks accessed and visible from Main Street. Current thinking is that these functions will be relocated and be accessed from the loop road adjacent to the railroad tracks on the eastern edge of the property. This will clear large truck traffic off Main Street and allow for a zoning of public and support functions. The Ambulance Bays serving the Emergency Center, like the Loading Dock Bays, operate off of Main Street. Study of how they are accessed and will operate in the future is needed.

b) **Morphy Street Staff Garage Replacement Phase 2**

After demolition, the remaining 1,900 spaces will be constructed on the site of the existing staff garage, will integrate with the Phase 1 addition and will have its own ramps and drives.

c) **New Inpatient Tower**

The Blue Ribbon Committee's recommendation for 676 Acute Care Beds on campus includes this new +/- 830,000 BGSF, +/- 540 bed capacity tower in addition to 108 existing beds in the Patient Care Pavilion and 28 beds in the existing Main Patient Tower. It will be constructed on the former site of the St. Joseph's Hospital (now vacant park land) and be connected by bridge to the existing Patient Care Pavilion. Planning assumptions regarding Length of Stay reductions will greatly influence the size of the New Inpatient Tower.

**5. Off Campus Projects**

a) **Cancer Center**

This project has already been completed.

b) **Four New Medical Homes**

These prototypical, free standing, Medical Homes are roughly 32,000 BGSF. These "Medical Homes of the Future" will likely include the addition of a Behavioral Health component. Site selection is currently underway for two of the four Medical Homes envisioned.



## **C. Initial Program Management Services**

### **1. Program Leadership**

- a) Establish and staff the Integrated Program Management Office (IPMO)
- b) Manage previously noted Special Consultants and all consultants and contractors engaged in the Program over time
- c) Share Knowledge and Expertise of large, public, hospital program
- d) Coordination with other community health providers
- e) Provide Consistency and Coordination among all Projects in the Program
- f) Constantly monitor and routinely report on Program Scope, Budget, Schedule and Proforma conformance to the JPS Planning Committee and or Board of Managers and to the Tarrant County Commissioners Court.

### **2. Special Consultation Services**

During the first nine (9) months of the Program, Special Consultants will be intensely in the development of the Program's Baseline Scope, Schedule, Budget and Proforma and the final Owner's Program of Requirements. These firms and/or individuals may also be called upon later in the program for Peer Review. Special Consultation Services may be provided by staff of the Program Management Firm or by Subconsultants engaged by the firm.

In addition to 1) attending meetings as necessary with JPS staff and Executive Leadership, Board and Commissioners Court, 2) cooperatively working with other team members to produce a final report which will be used in the design of each Project and 3) reviewing existing documentation, findings and recommendations (i.e. BOKA Powell, Broaddus/Blue Cottage, Cumming, HMA and the Citizens Blue Ribbon Committee), the individual Special Consultants shall undertake the scopes of work in the following outline:

#### **a) HUB/SMWBE/DOBE Outreach and Compliance Consultation**

The District maintains a policy of encouraging and engaging in business transactions with vendors who qualify and are certified under applicable law. The HUB/SMWBE/DOBE Outreach and Compliance Consultant will develop, implement and monitor the HUB/SMWBE/DOBE Program to be undertaken by the IPMO applying innovative solutions that promote contracting opportunities in this community in alignment with the District goal of 25% DBE participation.

- 1) Create and implement a Comprehensive Outreach Program to attract the HUB/SMWBE/DOBE community to

participate on the 2018 JPS Bond Program on behalf of the IPMO

- (a) Utilize diverse supplier databases and relevant contract data information
  - (b) Identify and overcome obstacles to HUB/SMWBE/DOBE contracting
  - (c) Develop outreach programs designed to attract HUB/SMWBE/DOBE subcontractors to all Projects in the Program
  - (d) Work closely with JPS to advance HUB/SMWBE/DOBE procurement policies
  - (e) Develop realistic HUB/SMWBE/DOBE utilization goals during the early stages of procurement, on a contract-by-contract basis, by taking into consideration the project scope and the availability of certified HUB/SMWBE/DOBEs capable of performing the work in the region
- 2) Manage all aspects of the Comprehensive HUB/SMWBE/DOBE Outreach Program including, but not limited to the following:
- (a) Assist in establishing a sustainable strategy that will increase HUB/SMWBE/DOBE utilization and foster IPMO relationships with the HUB/SMWBE/DOBE community
  - (b) Serve as a single point of contact for interaction with all stakeholders.
  - (c) Act as a liaison between the IPMO and HUB/SMWBE/DOBE firms
  - (d) Track HUB/SMWBE/DOBE applications from inception through final approval
  - (e) Facilitate meetings with HUB/SMWBE/DOBE vendors and Program Consultants and Construction Management Service Providers to discuss and identify vendor opportunities.
  - (f) Monitor all contracts on a monthly basis for compliance and produce monthly compliance reports
  - (g) Coordinate and attend networking and outreach events
  - (h) Assist the IPMO in review of all Requests for Approval of Subcontractors
- b) **Process Optimization Consultation**
- 1) Review existing Tarrant County Commissioners Court, JPS Board and JPS Board Planning and Finance Committee policies and, using flow diagrams and schedule fragnets, create guiding program documents covering the following:

- (a) Documents and Reports Review and Approval
    - (b) Consultant and Contractor Selection Process
    - (c) Contracts Award and Approval
    - (d) Signature Authority Levels
    - (e) Special Meetings Protocol
    - (f) Joint Meetings of JPS Board Committee Protocol
    - (g) Joint Meetings of JPS Board and Commissioners Court Protocol
  - 2) Suggest alternate protocols and processes (i.e. modification of agenda filing requirements or calling of Joint JPS Board Planning and Finance Committee Meetings) to be adopted for this Program in the following areas:
    - (a) Schedule Maintenance
    - (b) Emergency situations during construction
    - (c) Authorization of use of Owner's Contingency Funds
  - 3) Obtain approval for alternate protocols and provide them to the scheduling consultant for use in development of the Program Baseline Schedule
- c) **Parking and Traffic Impact Consultation**
- 1) Determine capacity of all JPS surface lots and garages
  - 2) Make observations to determine parking counts by hour by day of week for a full week of 24 hour days by the following patron type:
    - (a) Physicians
      - (1) Residents
      - (2) Faculty/Attending
      - (3) Housestaff
      - (4) Private
    - (b) Staff
    - (c) Visitors
    - (d) Patients
    - (e) Delivery Vehicles
  - 3) Forecast future demand by: phase of construction by surface lot; and garage by patron type
  - 4) Utilizing forecasts of future demand, determine the traffic impact by Program on local streets and intersections for use in planning and permitting
  - 5) Quantify off-site traffic improvements that may be required by Authorities Having Jurisdiction
  - 6) Parking and Circulation Master Plan
    - (a) Develop a Campus Parking and Circulation Master Plan including all existing and future:
      - (1) Structured Parking
      - (2) Surface Parking
      - (3) Interim Parking by phase

- (4) Roadways
  - (5) Sidewalks
  - (6) Bridges
  - (7) Tunnels
- (b) Quantify the amount of work required to reach “as new” quality level for:
  - (1) Cleaning
  - (2) Refurbishment
  - (3) Renovation
  - (4) Replacement
  - (5) New construction
- d) **Mechanical, Electrical and Plumbing Master Planning Consultation**
  - 1) Confirm off-site and on-campus underground and above ground utility locations, sizes and available capacities for all utilities and franchises
  - 2) Baseline On-Site and Off-Site Utilities
    - (a) Develop a final Utility Master Plan illustrating
      - (1) Off-Site Utility Campus distribution routings
      - (2) Proposed connection locations City systems
      - (3) Improvements and additions to be contemplated for both Central Plants
- e) **Campus and System Master Planning Consultation**
  - 1) Review Zoning Classifications for properties owned by JPS
  - 2) Confirm the list of Projects in the Program
    - (a) Funded in the Blue Ribbon Committee Findings
    - (b) Needed to implement the above but not specifically funded such as the Interim Surface Parking Lots
    - (c) Other projects identified in the Strategic Planning process
  - 3) Prepare a final Campus Master Facilities Plan illustrating all property owned by JPS and locating each existing and proposed building in the Program, roadways, parking, sidewalks and greenspace
  - 4) Prepare a System wide Master Facilities Plan locating each off-campus facility using siting data from JPS consultant already under contract
  - 5) Prepare a Baseline Site Development Scope
  - 6) Produce (in tabular form for all projects in the program) a list of all site development elements, their location, size and quantities for use by the Estimating Consultant.
- f) **Functional and Space Programming Consultation**
  - 1) Review existing Functional and Space Programming appendices in the Cumming report, incorporate

annotations as necessary and produce a final reconciled document.

- 2) For the Behavioral Program only:
  - (a) Review Demographics and Volume Projections for the Behavioral Program as a whole and for each Project individually and update if necessary
  - (b) Provide Demographic Forecasts and/or Volume Projections for any Project without them
- 3) Review each Project in the Program and apply Lean/6 Sigma analytic techniques to all processes that will be implemented in the new Program
- 4) For the Behavioral Program only, prepare an order of magnitude Functional and Space program based on comments in the Blue Ribbon Committee Reports and input for various special consultants for each Project in the Behavioral Program.
- 5) Coordinate with MEP Master Planning Consultant to produce functional narratives and space programs for both Central Plants, all mechanical rooms and all penthouses.
- 6) Produce master departmental location diagrams illustrating each department's location in each building in the Program including medical homes and backfill renovations.
- 7) In tabular form, produce a summary list of all projects in the program, their location, programmed net square footage and projected departmental gross. Summarize each building and add projected Building Gross Square Footage.
- 8) Create a complete Baseline Scope including:
  - (a) the final Room-by-Room Functional and Space Program
  - (b) Master Departmental Location Diagrams
  - (c) Parking Master Plan
  - (d) Campus and System Master Plan
  - (e) Behavioral Care Consultant's Campus and System Functional and Space Program
  - (f) MEP Consultant's Baseline Site Development Scope

g) **Strategic Planning Consultation (excluding Behavioral Health)**

- 1) The Respondent's Strategic Planning Consultant must be capable of providing District with support, guidance and expertise in the area of strategic planning for the Bond Program ("Strategic Services") excluding Behavioral Health Strategic Planning which will be undertaken by

the Respondent's Behavioral Health Strategic Planning Consultant.

- 2) The Strategic Planning Consultant will have proven experience, expertise and abilities to enhance the District's long-range strategic planning development, implementation and infrastructure and will be responsible for the following:
  - (a) identification of strategic initiatives appropriate for a large public teaching facility that is devoted to excellence in the:
    - (1) provision of care to all patients;
    - (2) academic training of physicians; and
    - (3) responsible stewardship of tax-payer resources.
  - (b) assistance with the development of infrastructure capable of driving successful implementation of strategic initiatives year to year;
  - (c) development of a program and infrastructure to support and drive long-range strategic objectives of the organization; and
  - (d) development of a program and infrastructure that will ensure continued focus of resources on the execution of adopted strategic initiatives.
- 3) Respondents must be capable of providing thought leadership and expertise in strategic planning and strategic program development. District is seeking a consultant who has modern, comprehensive expertise and will incorporate proven strategies to engage and empower District to drive its own strategic planning program to superior levels of organizational performance.
  - (a) Review existing documentation, findings and recommendations including those of the Blue Ribbon Committee, Community Health Needs Assessment, long-range planning and facility analysis and others and their appropriate incorporation and impact on strategic planning.
  - (b) Consider all venues where services are or could be rendered to improve the quality of care or reduce cost of provision of care through coordination of services offered.

- (c) Engage the District in the development of a robust strategic planning program for all facets of District operation, initiatives and service lines, except for behavioral health services.
- (d) Work collaboratively with the District's behavioral health strategists to ensure consistent framework, philosophies and efficiencies are maintained, where possible.
- (e) Provide thought leadership, expertise, guidance and service as a key partner to the District in the behavioral health arena.
- (f) Serve as a driving force throughout the life-cycle of the Program, including:
  - (1) Assistance with identification and analysis of modern strategic initiatives that appropriately prioritize the Program within the confines of the District's mission and goals;
  - (2) Assistance with District-driven Program development for successful long-term behavioral health excellence; and
  - (3) Assistance with District's infrastructure planning to empower district to successfully drive achievement of identified initiatives for behavioral health now and in years to come.
- (g) Provide specific input and guidance necessary for District to drive the Strategic Planning Program towards:
  - (1) Identification of strategic initiatives appropriate for Strategic Planning services offered by a large public teaching facility that is devoted to excellence in the:
    - i) provision of care to all patients;
    - ii) academic training of physicians;
    - iii) clinical research; and
    - iv) responsible stewardship of tax-payer resources.
  - (2) Identification and analysis of population and healthcare trends in Tarrant County, including but not limited to the population most heavily served by District and the formation of strategic partnerships with community health partners to improve/optimize resources and care delivery within Tarrant County;
  - (3) Analysis of potential service expansion;

- (4) Guidance on how to move forward successfully to both embrace and serve as a leader in value-based compensation;
  - (5) Analysis of possibilities for potential expansion of funding through grant applications;
  - (6) Input on strategic goals and performance-driving incentives relevant to the JPS Connection program resources;
  - (7) Guidance that will help the District continue to prioritize and advance its mission to provide excellence in academic medical training as a teaching hospital;
  - (8) Development of infrastructure capable of driving successful implementation of Strategic Planning initiatives year to year;
  - (9) Development of a Strategic Planning program that will ensure continued focus of resources on the execution of adopted strategic initiatives;
  - (10) Clear identification and division of responsibilities between District staff and Respondent's services, with that division being primarily focused on empowering District toward successful Program operation and development after Respondent's services have ended;
  - (11) Development and implementation of an effective internal and external communication strategy; and
  - (12) Program effectiveness training for staff charged with implementation and program management following the conclusion of Respondent's work.
- h) **Behavioral Health Strategic Planning Consultation**  
The Respondent's Behavioral Health Strategic Planning Consultant must be capable of providing thought leadership and expertise in behavioral health strategic planning and program development as well as functional and space programming for



the Bond Program. The District is seeking a consultant that has modern, comprehensive expertise and will incorporate proven strategies to assist the District in its efforts to create and maintain superior organizational performance in behavioral health.

- 1) Review existing documentation, findings and recommendations including those of the Blue Ribbon Committee, Community Health Needs Assessment, long-range planning and facility analysis and others and their appropriate incorporation and impact on behavioral health strategic planning
- 2) Consider all venues where behavioral services are rendered to improve the quality of care or reduce cost of provision of care through coordination of services offered in:
  - (a) Medical Homes
  - (b) New Psychiatric Emergency Center (PEC)
  - (c) New Behavioral Tower
  - (d) Prisoner Inpatient Units
  - (e) County Jail
- 3) Engage the District in the development of a robust behavioral health strategic program
- 4) Work collaboratively with the District's global strategists to ensure consistent framework, philosophies and efficiencies are maintained, where possible
- 5) Provide thought leadership, expertise, guidance and service as a key partner to the District in the behavioral health arena
- 6) Serve as a driving force throughout the life-cycle of the Program and behavioral health strategic planning process by providing:
  - (a) Assistance with identification and analysis of modern strategic initiatives that appropriately prioritize the Program within the confines of the District's mission and goals;
  - (b) Assistance with District-driven Program development for successful long-term behavioral health excellence; and
  - (c) Assistance with District's infrastructure planning to empower district to successfully drive achievement of identified initiatives for behavioral health now and in years to come.

- 7) Provide specific input and guidance necessary for District to drive the Behavioral Health Program, including:
  - (a) Identification of strategic initiatives appropriate for behavioral health services offered by a large public teaching facility that is devoted to excellence in:
    - (1) provision of care to all patients
    - (2) academic training of physicians
    - (3) clinical research
    - (4) responsible stewardship of tax-payer resources
  - (b) Identification and analysis of population and healthcare trends in Tarrant County, including but not limited to the population most heavily served by District
  - (c) Formation of strategic partnerships with community health partners to improve/optimize resources and care delivery within Tarrant County
  - (d) Analysis of potential service expansion
  - (e) Guidance on how to move forward successfully to both embrace and serve as a leader in value-based compensation
  - (f) Analysis of possibilities for potential expansion of funding through grant applications
  - (g) Input on strategic goals and performance-driving incentives relevant to the management of the behavioral health program resources
  - (h) To the extent applicable to the Behavioral Health Program, provide guidance that will help the District continue to prioritize and advance its mission to provide excellence in academic medical training as a teaching hospital
  - (i) Development of infrastructure capable of driving successful implementation of behavioral health strategic initiatives year to year
  - (j) Development of a behavioral health program that will ensure continued focus of resources on the execution of adopted strategic initiatives
  - (k) Clear identification and division of responsibilities between District staff and Respondent's services, with that division being primarily focused on empowering District toward successful Program operation and development after Respondent's services have ended
  - (l) Development and implementation of an effective internal and external communication strategy

- (m) Program effectiveness training for staff charged with implementation and program management following the conclusion of Respondent's work
- 8) Coordinate with the Strategic Planning Consultant to produce an integrated plan
- 9) Assist the Functional and Space Programming Consultant in development and finalization of the Behavioral Care components of the Functional and Space Program
- 10) Assist Business Analysis & Financial Modeling Consultant in assessing costs of operations
- i) **Scheduling Consultation**
  - 1) Assist Process Optimization Consultant in the development of fragments of the review and approval processes
  - 2) Develop the Program's Baseline Schedule using the updated Functional and Space Program, Milestone Schedule and approved Process Optimization Protocols
- j) **Estimating Consultation**
  - 1) Working with the Business Analysis & Financial Modeling Consultant, confirm with JPS Finance the accounting rules for capitalization to be applied to the Program
    - (a) Capitalized Interest
    - (b) Capitalized Labor
    - (c) Capitalized Leases
    - (d) Initial Building Stocking (expendables)
    - (e) Surgical and other hand held instruments
    - (f) Warranties in excess of 1 year
    - (g) Software Purchases
    - (h) Program related Consulting Services occurring prior to the sale of Bonds
  - 2) With the Business Analysis and Financial Modeling Consultant, confirm with JPS Finance
    - (a) Costs associated with other Program related costs occurring prior to the sale of Bonds to be included in the program budget related to the
    - (b) Cancer Center
    - (c) Medical Home Projects
    - (d) Any and all other costs booked to date against the Program
    - (e) Capital Account Structure to be used for the Program
  - 3) Using the agreed upon Capital Account Structure, develop the Baseline Budget and Control Estimate by Project including costs for:
    - (a) Land Acquisition
    - (b) Site Development

- (c) Legal
  - (d) Permits and Fees
  - (e) Costs associated with Financing
  - (f) Construction
  - (g) Insurance
  - (h) Other Prime Contracts
  - (i) Public Relations
  - (j) Other Expenses
  - (k) Fixed Medical Equipment
  - (l) Moveable Medical Equipment
  - (m) Information Systems
  - (n) Furniture, Furnishings and Equipment
  - (o) Rolling Stock
  - (p) Consulting Services and other Soft Costs
  - (q) Owner's Contingency
  - (r) Escalation Contingency
- k) **Business Analysis & Financial Modeling Consultation**
- 1) Business Analysis  
Work at the direction of the JPS Chief Financial Officer to produce an internally driven product using JPS specific data, Citizens Blue Ribbon Committee Reports and supporting documentation, TCHD decision support data, best practices within the healthcare industry, and other documentation as well as interviews with TCHD management.
    - (a) Confirm the list of Projects in the Program
      - (1) Funded in the Blue Ribbon Committee Findings
      - (2) Needed to implement the above but not specifically funded, such as:
        - Interim Surface Parking Lots
    - (b) Confirm the list of other, non-construction costs to be provided in the Program
      - (1) Funded in the Blue Ribbon Committee Findings
      - (2) Needed to implement the above but not specifically funded, such as:
        - Shuttle Services to/from Interim Surface Lots
        - Owner's Contingency
    - (c) Verify service area boundaries (to the extent they extend beyond Tarrant County) using historical utilization trends as necessary
    - (d) Analyze demand using publicly available census data, TCHD decision-support data
    - (e) Analyze supply
    - (f) Analyze revenue

- (g) Analyze operating expenses
  - (h) Analyze capital expenses using information provided by other Program Special Consultants and general obligation bond financing documents
  - (i) Assess viability and impact of use of alternative financing methods such as P3 for garages or other components of the Program
- 2) Financial Modeling  
Develop Cash Flow Models which:
  - (a) Illustrate the anticipated ten (10) year operating cost associated with each Project in the Bond Program. Operating cost is defined as cost to maintain, operate and equip the facility in addition to anticipated provider cost
  - (b) Illustrate the anticipated ten (10) year revenues associated with each Project in the Program using ALL anticipated proportionate reimbursement sources based on historic payor mix data (Medicare, Medicaid, Commercial, Self-Pay, Sect 1115, DSRIP, UC, Property Taxes, investment earnings and any others) for the provided service line(s)
  - (c) Develop three (3) alternative planning scenarios for staging and spacing the build-out of each Project in the Program (best case, anticipated case and worst case) overlaid on the net financial impact of items 1) and 2) above along with corresponding budgetary impact on the maintenance and operating (M&O) as well as interest and sinking fund (I&S) portions of the TCHD tax rate
- 3) Baseline Proforma
  - (a) Using the selected Cashflow Model from the previous step and with approval of JPS Administration, JPS Board and Commissioners Court, establish the Baseline Proforma for the Program
  - (b) In tabular form, illustrate “driver room” quantities and their 1st date of service milestones that were assumed in the Proforma. Provide these metrics to the Scheduling Consultant to include in all future schedules
  - (c) Produce and document Budget Management Strategies in cooperation with Program Manager and other Special Consultants
  - (d) Produce final Financial Report including the Program’s Baseline Proforma coordinated and balanced with the proposed Baseline Scope,

Schedule and Budget as well as suggested Budget Management Alternates

- 4) Update the Baseline Proforma Model no more than 12 months prior to the start of construction of each Project in the Program to take into account changes in building costs as well as evolving best practices of medicine that could impact the construction or operating estimates and enable reassessment of the Program's financial status

l) **Document Peer Review Services**

- 1) Building Enclosure, Roofing and Weatherproofing
- 2) Mechanical, Electrical and Plumbing
- 3) Elevators and Conveyance Systems

m) **Independent Construction Inspection Services**

- 1) Building Enclosure, Roofing and Weatherproofing
- 2) Mechanical, Electrical and Plumbing
- 3) Elevators and Conveyance Systems

**3. Final Report**

Within 9 months of the Owner's Written Notice to Proceed, produce a fully vetted, fully balanced Final Report including:

- a) Strategic Plan
- b) Program Baselines
  - 1) illustrating balanced, integrated and coordinated
    - (a) Scope
    - (b) Budget
    - (c) Schedule
    - (d) Proforma including operational staffing models
- c) Owner's Program of Requirements
  - 1) Produce Final material for use in solicitation of consultants for and development of each Project in the Program
    - (a) Functional and Space Program as included in the Baseline Scope
    - (b) Project Schedule as included in the Baseline Schedule
    - (c) Project Budget as included in the Baseline Budget
    - (d) Campus and System Master Plan including MEP Master Plan and Parking and Traffic Impact Master Plan
- d) Collateral Material as required for the sale of Bonds
  - 1) Proforma as included in the Baseline Proforma
  - 2) Other documents as requested by Investment Bankers and/or Bond Counsel

- e) Program Implementation Plan
- Within 9 months of engagement, work with Special Consultants and JPS staff to prepare a Program Implementation Plan. The plan is to specifically focus on State of the Art solutions and should provide:
- 1) Comprehensive HUB/SMWBE/DOBE Outreach Program
  - 2) Complete draft contract language to JPS Legal for inclusion in agreements with A/E Service Providers, Construction Management Service Providers and other consultants for purposes of describing coordinated scopes of work:
    - (a) Detailed Building Information Modeling (BIM) Implementation Plan Standards and Procedures
    - (b) Uniform File Naming Conventions
    - (c) Estimating Standards and Procedures
    - (d) Scheduling Standards and Procedures
    - (e) Program Information Management System Procedures
    - (f) Guaranteed Maximum Price Procedures
    - (g) Others as requested
  - 3) Contracting for construction services that influences cooperative team efforts
  - 4) PC and Tablet Computer based Program communication and information management system that provides all Program participants, particularly the Owner, real time access to all Program information and communication and provides organized methods of archiving information to facilitate retrieval when needed
  - 5) Program quality control system that considers all aspects of quality from code and functional space program compliance through commissioning
  - 6) Program cost and schedule control system and related policies to include:
    - (a) estimating
    - (b) cost reporting
    - (c) comprehensive system for tracking and predicting the cost of all items of change whether in the design or construction process
    - (d) value engineering and value analysis
    - (e) master and detailed scheduling (with related responsibility assignments)
  - 7) Independently formulated cost estimates and cash flow projections in early phases of the Program until Construction Management Service Provider or project contractor is on board to provide estimates – after that

provide in depth review of estimates submitted by Construction Management Service Provider or project contractor

- 8) Routine comparison/monitoring of the Baseline Budget with plans emerging from the concept phase
- 9) Routine tracking of progress towards completion of all scheduled milestones
- 10) Procedures for identification of ways JPS can best utilize its limited financial resources
- 11) Procedures to establish methods to reduce cost, shorten schedule and/or substitute materials and systems such as value engineering and constructability review
- 12) Tactics and approaches to coordinate day to day operations of the Program Team, as well as conduct and document team meetings
- 13) Formalized communication protocols, including:
  - (a) Website creation, maintenance, information input and refreshing and document uploading
  - (b) Attendance and Reporting at Board Committees, Board and Commissioners Court Meetings
  - (c) Written Monthly Reports for JPS Planning and Finance Committees, JPS Board and Commissioners Court
  - (d) Executive Conference Calls and Meetings
  - (e) Weekly Schedule Updates
  - (f) Weekly Budget Updates
  - (g) Weekly Scope Updates

**4. Approval to Proceed**

- a) Present the Final Report to JPS Planning, Finance, Board and Commissioners Court
- b) Obtain Approval to Proceed

**D. Continuing Program Management Services**

**1. Program Leadership**

The IPMO will continue to manage all facets of Program.

**2. Consultant Selection**

Assist in the selection of A/E Service Providers, Construction Management Service Providers, contractors and all other required consultants, including:



- a) Assistance in drafting solicitations
- b) Pre- qualifying firms
- c) Development of selection criteria
- d) Firm comparisons
- e) Participation in interviews
- f) Negotiation of contracts

**3. Program Oversight**

Direct and oversee the design, construction, commissioning, training, start up, occupancy and closeout of all Projects included in this Program, including all fixed and movable items required to provide fully functional facilities which are generally described as follows:

- a) Parking facilities
- b) All buildings
- c) New equipment in the Central Utility Plant and any off-site utility extensions
- d) Site improvements and related site utilities.
- e) Interim Facilities

**4. Scope Risk Management**

- a) On a weekly basis, report any events which appear to have the potential to add projects, square footage or complexity to the Program to the Office of the CEO's designee.
- b) Log these events and track to conclusion either by withdrawal of request or funding of the additional scope via amendment to the Program Baseline Scope.

**5. Budget Risk Management**

Provide overall management of costs and cost related processes, including:

- a) Development of detailed Program and Project budgets, updated regularly as additional program, design and construction information becomes available
- b) Provision of estimates when and if not available from other more qualified members of the Program Team
- c) Provision of review of all estimates provided by other team members
- d) Leading the Program Team in an effective and timely manner
- e) Value Engineering to avoid cost cutting efforts often required after bids are received when effective cost management techniques are not applied up-front
- f) Tracking of all budgets (cost of work, medical and other fixed and movable equipment, information technology active equipment, furniture and fixtures, professional service fees and Project and Program contingencies) for the duration of each Project and the Program and provide reports as needed to maintain optimal control
- g) Provide and regularly update cash flow projections

- h) In collaboration with JPS accounting set up and manage a payment process that ensures expeditious payment of all contractors and vendors
- i) Log these events and track to conclusion either by withdrawal of request or amendment to the Program Baseline Budget

**6. Schedule Risk Management**

- a) Monitor Schedule Progress on a weekly basis and develop mitigation plans for regaining lost time
- b) Develop a detailed phasing schedule with alternatives for accelerating completion and maintain a Program Baseline Schedule providing monthly updates of same along with a narrative describing potential risks to project completion dates
- c) Log these events and track to conclusion either by withdrawal of request or amendment to the Program Baseline Schedule

**7. Proforma Risk Management**

- a) Report on a weekly basis and any events which appear to have potential to add operating cost to the Program
- b) Log these events and track to conclusion either by withdrawal of request or amendment to the Program Baseline Proforma

**8. Transition Planning Oversight**

Provide oversight and management of transition planning consultant(s) to include all pre-occupancy, relocation of departments into the facilities and post occupancy work required to achieve optimal functionality of each facility.

**9. Coordination with Authorities Having Jurisdiction**

- a) Texas Department of State Health Services
- b) City of Fort Worth
- c) JPS Insurance Carrier(s)
- d) Joint Commission
- e) Federal Aviation Administration
- f) All others

**V. SUBMITTAL FORMAT**

Submittals should be arranged in the following format, with Tabs for each major heading (1, 2, 3, etc.). Each page should be numbered. Page Numbers may be by Tab (1.1, 1.2, etc.) or may be cumulative throughout the entire response. Please print your documents double sided whenever possible.

"Font" minimum is 12 point. Any font is acceptable.

"Page" is defined as one side of one 8-1/2" x 11" sheet of paper. Note some exceptions in certain tabs.

**Tab 1. Executive Summary Letter & Forms/Documents/Information Checklist**

- a) Limit:
  - i) one page – Executive Summary Letter
  - ii) 3 pages – Forms/Documents/Information Checklist (Exhibit D)
- b) Executive Summary Letter
  - i) Highlight things about your firm and team, its approach, experience or personnel that set you apart for others in your field.
  - ii) Address of Office from which this project will be managed, type of Office (Primary Headquarters, Regional, Local, or Field) and years of occupancy
  - iii) Acknowledge Receipt of each RFP Addendum released by the Health System.
  - iv) Acknowledge attendance at the mandatory Pre-Proposal Conference. Name the individual(s) who attended on your behalf.
- c) Forms/Documents/Information Checklist (Exhibit D) – Place the completed form behind the Executive Summary Letter

**Tab 2. Team Organization**

- a) Limit: two 11" x 17" pages; front and back of one sheet; foldout
- b) Front - Provide an Organizational Chart of your proposed personnel
  - i) Show for each individual:
    - (1) Name of individual
    - (2) Individual's current title with their firm
    - (3) Proposed position on this Program
    - (4) Current Employer's Firm Name
- c) Back – Provide an Organization Chart illustrating the respondent's team structure on a firm-by-firm basis
  - i) Reporting structure among firms and to JPS and Commissioners Court

**Tab 3. Individual Resumes**

Demonstrated familiarity with the Blue Ribbon Committee reports and recommendations will be considered a plus.

- a) Limit: One Page per person
- b) Provide at the top of each resume for each individual
  - i) Name of individual
  - ii) Individual's current title with their firm
  - iii) Proposed position on this Program
  - iv) Current Employer's Firm Name
- c) In the body of the resume provide the following:

- i) Relevant program and project experience
  - (1) Project/Program Names and brief description
  - (2) Individual's Role on the Project/Program
  - (3) Firm affiliation while working on the project
- ii) Education
- iii) Registrations
- iv) Special talents or skills that will be of benefit to JPS in the execution of this Program.

**Tab 4. Firm Resumes**

- a) Limit: one page per firm
- b) Show for each firm
  - i) Name
  - ii) Structure (LLC, Joint Venture, etc.)
  - iii) Proposed Role in Program
  - iv) Number of Years in Business
  - v) Principal Office Location
  - vi) Location of Office Performing the Work
  - vii) Number of Staff by Discipline
  - viii) Years in Operation
  - ix) Personnel from Firm proposed for this Program and their roles.
  - x) HUB/SMWBE/DOBE Status (Historically Underutilized Businesses ("HUBs"), Small Minority and Women Owned Business Enterprises ("SMWBEs") and Individuals with Disabilities and Service-Disabled Veterans Owned Business Enterprises ("DOBEs"). HUBs, SMWBEs and DOBEs are referred to herein as Disadvantaged Business Enterprises ("DBEs").

**Tab 5. Team Relevant Program and Project Experience Descriptions**

"Team Relevant Program and Project Experience" is best defined as work by proposed team members on Programs in Public, Academic Medical Center Hospitals in Urban Areas of similar complexity, scope, budget and schedule. A Digital Template is available for download.

- a) Limit:
  - i) Team Experience Matrix – One 11"x17" page; foldout. If more space is needed, the back of this sheet may be used
  - ii) Project/Program Sheets - Forty Pages; one page per project or program maximum. Do not include Project/Program Sheets unless a person being proposed for this Program worked on it.
- b) Team Experience Matrix – Illustrate IPMO and Program Management Team Personnel assigned to this Program on the vertical axis versus Projects/Programs on the horizontal axis.

- i) Fill in cells in the matrix with the duration in months that the person worked on the Project/Program in a position with similar position to that being proposed on the JPS Program.
    - ii) Identify Projects with same names as used on the Project Sheets. Illustrate no more than 10 Projects/Programs. Identify proposed personnel with the same nomenclature used on the Staffing and Fee illustration.
    - iii) An Excel Spreadsheet Digital Template of the Team Experience Matrix is available as a digital download.
  - c) Project Sheets - At the top of each project/program sheet clearly identify
    - i) Name(s) of firms proposed for this program who worked on the project/program
    - ii) Name(s) of the individuals proposed for this program who worked on the project/program, their employer's firm name while they were on the project/program and their role while on the project
    - iii) Description of the project/program indicating why it is similar to the JPS Program
      - (1) Types of Facilities included
      - (2) Project/Program size (BGSF)
      - (3) Current project status
      - (4) Project/Program budget
  - d) Reference for the Project/Program
    - (1) Name
    - (2) Title
    - (3) Role played on Project/Program
    - (4) Cell Phone Number
    - (5) Business Phone Number
    - (6) Mailing Address
    - (7) Email Address

**Tab 6. Program Approach**

- a) Limit:
  - i) Program Approach Narrative – 6 pages
  - ii) Program Implementation Plan Outline - No Page Limit
- b) Approach Narrative
  - i) Describe how you will approach:
    - (1) Baselineing of the Program
      - (a) Budget
      - (b) Scope
      - (c) Schedule
      - (d) Proforma
- c) Program Implementation Plan Development
- d) Consultant Selection
- e) Construction Management Service Provider/Contractor Selection

- f) Construction
- g) Occupancy
- h) Closeout
- i) Warranty
- j) Program Implementation Plan Outline
  - i) Provide an outline with bullet statements that will form the basis for the Program Implementation Plan which will be required to be completed by the successful respondent in the first 9 months of the assignment.
  - ii) Do not simply copy the Scope of Work.

### **Tab 7. Pricing**

Provide your pricing on the Staffing Plan and Fee Template for the:

- a) Integrated Program Management Office (IPMO)
- b) Program Management Staff
- c) Special Consultants

PM to provide total cost to JPS for all PM staff and PM provided Special Consultants (not to include architectural/engineering services), cost of each staff member, amount of time allocated to this program for each staff member is to be based on Owner's Preliminary Milestone Schedule provided.

The digital template provided contains examples to show how information should be entered on the form and how the math should work. Special Consultation Services considered by JPS to include architectural or engineering are shown on the template. Do not provide fees for these architectural and engineering services. Be consistent in nomenclature among your various illustrations, for instance, position names proposed should be consistent on your Organizational Chart, Resumes and this Staffing Plan. You are responsible for the accuracy of your math.

- a) Limit: No Limit, 8-1/2"x11"
  - i) A Digital Template of the Program Staffing Plan and Fee Form is available as a digital download.
  - ii) Use the Program Staffing and Fee template provided removing the examples and adding lines as needed
  - iii) Fill in hours anticipated by position/person for each position you envision being needed for the successful implementation of the Program. Use durations derived from the Milestone Schedule provided.
  - iv) Fill in the Billing Rates by position/person for each modeled position. Billing Rates are to be "Fully Loaded" including all costs for which the PM expects to be paid, such as home office overhead, profit, IT costs and software. Price all labor and labor burden at 2020 costs.

- v) Fill in the extended cost per position.
- vi) Subtotal the hours and extended costs proposed
- vii) Using the Owner's Preliminary Milestone Schedule, calculate fee escalation at 2% per year for each position and enter in the column indicated.
- viii) In the area provided list reimbursable costs your firm foresees for this RFP. ALL reimbursable expenses for travel, lodging, relocations, office space rental, office utilities and office equipment must be included. Line items not listed here will be assumed to be included in the overhead component of the Respondent's Billing Rates. If a "Big Room" concept is contemplated, it will be co-located with the IPMO's office space and its costs should be included here.
- ix) Illustrate the Total Fee in the cell indicated
- x) Do not omit any positions, hours, billing rates, extended costs or expenses
- b) If an individual is employed by an HUB/SMWBE/DOBE firm as defined by JPS, also place the total fee proposed for that individual in the area provided.

#### **Tab 8. Owner's Preliminary Milestone Schedule**

The Owner's Preliminary Milestone Schedule, included as part of the Digital Reference Materials you may download, illustrates current assumptions regarding owner financial constraints, priorities, consultant selection and approval processes, decision making protocols, design and construction delivery methods, project scope, task durations and phasing. Many decisions that will affect the Program Baseline Schedule remain to be made. JPS clearly understands that the final Baseline Schedule for the Program will be built as a joint effort involving other organizations that, along with the Program Manager, will comprise the Program Team as well as JPS and Tarrant County Commissioners Court. **This schedule is to be used in determining durations for Pricing in Tab 7.**

- a) Limit:
  - i) Narrative – 4 pages
- b) Narrative
  - i) Discuss how your firm analyzes schedules
  - ii) Discuss how your firm controls schedule drift during a project
  - iii) Review and comment on the Owner's Preliminary Milestone Schedule supplied to you.

#### **Tab 9. HUB/SMWBE/DOBE Participation**

- a) Limit: no limit
- b) Complete and submit Good Faith Evaluation Form – Exhibit A behind this Tab

**Tab 10. Litigation Disclosure**

- a) Limit: Submit one copy of the Litigation Disclosure Form (Exhibit E) behind this Tab for each Firm proposed
- b) Each firm on your team must submit a Litigation Disclosure Form (Exhibit E). This information will be used only for purposes of this selection. If this information is considered confidential by a Respondent, it should be placed in a separate envelope clearly marked "Confidential Litigation Disclosure", the RFP Name and Number and the Firms Name, Address and Contact Information A page should be inserted behind this tab explaining that the required information was submitted under separate cover.

**Tab 11. Financial Disclosure**

- a) Limit: No Page Limit; No format requirements
- b) The Program Management Prime Respondent only must provide its last 3 years of audited financial statements. This information will be used only for purposes of this selection. If this information is considered confidential by a Respondent, it should be placed in a separate envelope clearly marked "Confidential Financial Disclosure", the RFP Name and Number and the Firms Name, Address and Contact Information. A page should be inserted behind this tab explaining that the required information was submitted under separate cover.

**Tab 12. Conflict of Interest Questionnaire**

- a) Limit: Submit Exhibit C behind this Tab; one copy for each Firm proposed
- b) Each firm proposed must fill out Exhibit C - Conflict of Interest Questionnaire. This information will be used only for purposes of this selection. If this information is considered confidential by a Respondent, it should be placed in a separate envelope clearly marked "Confidential Conflict of Interest Questionnaire", the RFP Name and Number and the Firms Name, Address and Contact Information. A page should be inserted behind this tab explaining that the required information was submitted under separate cover.

**Tab 13. Contract Review Form**

JPS will negotiate any language identified in your RFP response if you are the successful respondent. Language not identified during this process will be considered acceptable and will not be subject to further review. Failure to solicit legal counsel, insurance carrier input or advice from any other party, including upper levels of management within the respondent's own firm, will not be accepted as a reason to add topics to your original submission.

A copy of the JPS Program Management Contract Review Template is available as a digital download. A copy of the Program Manager Contract Review Template is available for download.



- a) Limit: No page limit; use the Contract Review Template
- b) Fill in as many lines in the Contract Review Form as needed
- c) Make entries in each column of the Form for each line used
  - i) Identify the location of the language page number, paragraph, etc.
  - ii) Reproduce the existing language
  - iii) Reasoning for desire to modify the existing language
  - iv) Proposed substitute language

**Tab 14. Proof of Insurability**

- a) Limit:
  - i) Insurance Provider Commitment - One page
  - ii) Current Insurance Certificate – No Limit
- b) Submit a letter from your insurance provider stating provider's commitment to insure the Respondent for the types of coverage and at the levels specified in this RFP if awarded a contract in response to the attachment to this RFP.
- c) Respondent shall also submit a copy of its current insurance certificate.
- d) Required Coverages and Limits are as follows:

**REQUIRED INSURANCE COVERAGE**

**Minimum limits**

- A. Workers' Compensation  
Statutory
- B. Employer's Liability
  - \$1,000,000 per occurrence for bodily injury;
  - \$1,000,000 per employee for bodily injury by disease
  - \$1,000,000 policy limit for bodily injury by disease.
- C. Commercial General Liability, Bodily Injury, & Property Damage
  - \$1,000,000 Per Occurrence
  - \$2,000,000 Aggregate
  - \$2,000,000 Products Completed Operations Aggregate
- D. Business Automobile Liability (any auto, hired, owned & non-owned)
  - \$1,000,000 per Occurrence and aggregate
- E. Professional Liability
  - \$3,000,000 per claim
  - \$3,000,000 Aggregate
- F. Umbrella policy (following form for B , C and D, above)
  - \$5,000,000
- G. Cyber Liability Insurance
  - \$1,000,000 Per Incident/Occurrence
  - \$1,000,000 Aggregate

### **Tab 15. Vendor Certification and Signature Forms**

- a) Limit:
  - i) Submit Exhibit B – Vendor Certification Form behind this Tab; one copy for each Firm proposed
  - ii) Submit Exhibit F – Signature Form; one copy for the Prime Program Management Respondent
- b) Each RFP Response shall contain the completed forms entitled, “Vendor Certification Form” set forth on Exhibit B and “Signature Form” set forth on Exhibit F. ALL forms must be signed.

## **VI. SUBMITTAL AND SELECTION PROCESS**

### **A. General Information**

All submittals received will be given a preliminary screening and evaluation based upon the criteria indicated by a joint County/JPS Short Listing Committee. They will select one or more firms receiving the highest rankings to present to the Tarrant County Commissioners Court. The purpose of the interview will be to answer questions relative to the submittal, ensure an understanding of the objectives and meet the Program team members being proposed. The Commissioners Court will make the final selection. All contracts will be issued and held by JPS.

The entire program will be audited throughout its course by an independent, external management and accounting firm. This firm will not be managed by the successful IPMO, but will report directly to JPS.

### **B. Questions and Clarifications**

Questions regarding the RFP should be submitted to JPS Health Network, Attention Louis Mattingly by the deadline indicated. Questions must be submitted by e-mail: [LMatting@jpshealth.org](mailto:LMatting@jpshealth.org). JPS is not responsible for emails not delivered. All emails received will be confirmed. Following receipt of substantive questions, responses will be in the form of an addendum to this RFP which will be posted at:

[http://www.jpshealthnet.org/about\\_jps/vendor\\_opportunities/design\\_and\\_instruction\\_RFPs\\_RFPs](http://www.jpshealthnet.org/about_jps/vendor_opportunities/design_and_instruction_RFPs_RFPs)

**C. Selection Criteria and Weighting**

The major categories which compose the evaluation are follows:

| DECISION CRITERIA   | MAX POINTS |
|---|------------|
| Individuals proposed similarity of experience, suitability of commitment for position assigned and appropriateness of talent set for tasks anticipated on the Program | 25         |
| Firm Experience as exhibited by personnel assigned to perform the services  | 25         |
| Maintenance of primary or regional headquarters in Tarrant County   | 5          |
| Quality of proposed approach and draft Program Implementation Plan  | 20         |
| Price   | 10         |
| HUB/SMWBE/DOBE Participation  | 15         |
| Total Points  | 100        |

**D. Selection Schedule**

Milestone dates are for planning purposes only and are subject to change.

|                                      |                   |
|--------------------------------------|-------------------|
| RFP Posted                           | December 02, 2019 |
| Pre-Proposal Conference              | December 12, 2019 |
| Campus Tour                          | December 12, 2019 |
| Deadline for Questions Regarding RFP | December 19, 2019 |
| Responses to Questions Posted        | December 20, 2019 |
| Submittals Due                       | January 23, 2020  |
| Shortlisting Review Process Starts   | January 24, 2020  |
| Shortlisting Announcement            | February 11, 2020 |
| Presentation Preparation Starts      | February 11, 2020 |
| Commissioners Court Special Session  | February 18, 2020 |
| Presentations & Selection            |                   |
| Award Announcement                   | February 18, 2020 |

## **VII. DEFINITIONS**

1. **"Additional Service(s)"** means scope of work beyond that described in the Program Management RFP or the Contract.
2. **"A/E Service Provider"** means a Service Provider engaged by the Owner as the A/E Service Provider for one or more Projects.
3. **"Authorities having Jurisdiction (AHJ)"** include any organization that has permitting and/or inspection authority over a project either by voluntary adoption by JPS or by statute. Examples include but are not limited to the Texas Department of State Health Services, the City of Fort Worth, JPS Insurance Carrier(s), the Joint Commission, the Federal Aviation Administration, etc.
4. **"Baseline"** means the agreed upon starting point for the Scope, Budget, Schedule, and Proforma and other items approved by the JPS Board and the Tarrant County Commissioners Court.
5. **"Big Room"** means a space where the IPMO and Program Management staff, A/E Service Providers, and Construction Management Service Providers work collaboratively to design and manage the construction of the Program.
6. **"Billing Rates"** are to be including all costs for which the PM expects to be paid, such as home office overhead, profit, IT costs and software. Price all labor and labor burden at 2020 costs.
7. **"Building Information Model" or "BIM"** – A Building Information Model (BIM) is a digital representation of the physical and functional characteristics of a facility. A BIM is a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle; defined as existing from earliest conception to demolition.
8. **"Conflict of Interest"** shall have the meaning set forth in Exhibit C of this RFP.
9. **"Confidential Information"** means all data and information of Owner, including all Work Product, which Owner owns and designates as its proprietary and/or confidential property, including but not be limited to, trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, source code, schematics, designs, contracts, vendor and contractor lists, financial information, operational plans and schedules and business information in any way relating to the Project.
10. **"Capital Improvements Program" or "CIP" or "Program"** includes Projects

identified in RFP 20191202 related to the JPS 2018 Bond Referendum. The Program and its associated Projects may be changed as Owner deems appropriate.

11. **"Construction Management Service Provider" or "CM"** means a Service Provider engaged by the Owner as the Construction Management Service Provider for a Project or Projects.
12. **"Driver Room"** means a room type the quantity of which dictates or drives the quantity of other room types required. As an example, the establishment of the number of Operating Rooms in a project will drive the numbers of Pre-Op Holding Bays, Recovery Positions and many other room types in a Surgical Suite.
13. **"Final Report"** means the product developed during the Initial Program Management Services phase including the Strategic Plan, Program Baselines, Owner's Program of Requirements, Collateral Material as required for the sale of Bonds and Program Implementation Plan all as further described in RFP 20191202.
14. **"Fragnet"** means a fragment of a schedule network often used to focus attention on a repetitive or particularly important portion of a schedule such as the contract approval process from Planning Committee to Finance Committee to Board to Commissioners Court or the sequence from document release through phased estimating, document review, and value engineering to the start of the next design phase.
15. **"Inspection"** shall mean the observation of construction in progress with the intent of discovering work not conforming to project plans and specifications.
16. **"Integrated Program Management Office" or "IPMO"** means a group operating as a department within the JPS executive management structure that implements the CIP and maintains standards for project management across the organization. The IPMO is staffed by the Program Manager. The cost of the IPMO including space rental and other office expenses as well as its staffing is included in the Program Manager's Fee. If a "Big Room" concept is implemented, it will be co-located with the IPMO's office space. Its costs will be agreed upon and contained within the Program Manager's contract.
17. **"Owner"** means **Tarrant County Hospital District, d/b/a JPS Health Network** and its authorized representatives and successors in interest.
18. **"Owner's Program of Requirements" or "OPR"** is a contract deliverable that describes in detail the Program Baseline Scope such that it can be used by the Program's A/E Service Providers to implement each Project in the Program and as collateral material for Bond sales.

19. **"Owner's Written Notice to Proceed"** means the written notice that Owner issues to Program Manager to proceed with the performance of the Services hereunder, which shall be issued only upon Owner having approved this Contract for execution by its duly authorized officer.
20. **"Program Manager"** means \_\_\_\_\_, having its principal corporate headquarters located at \_\_\_\_\_.
21. **"Program Manager's Fee"** shall mean the Program Management Services Fee that Program Manager agrees to accept as a fixed fee for the performance of the Services, as set forth herein or in the Contract.
22. **"Program Manager's Continuing Fee Schedule and Staffing Plan"** is that Fee Schedule that provides for payment of the Program Manager's Fee and the staffing plan upon which it is based illustrating the personnel and expenses anticipated for the duration of the Program after the acceptance of the Final Report by the Commissioners Court.
23. **"Program Manager's Initial Fee Schedule and Staffing Plan"** is that Fee Schedule that provides for payment of the Program Manager's Fee and the staffing plan upon which it is based illustrating the personnel and expenses anticipated for the portion of the Program prior to the acceptance of the Final Report by the Commissioners Court.
24. **"Program Baseline Budget"** is a contract deliverable and shall mean the initial, approved Budget for the Program, including initial approved budgets for each of the Projects and including all expenditures required of Owner to develop and implement each of the Projects and the Program as a whole. This budget does not change and is used for comparison with future Program Master Budgets developed and as adjusted by Owner's approval of any Guaranteed Maximum Price Contracts awarded and executed for the Projects.
25. **"Program Baseline Schedule"** is a contract deliverable and shall mean the initial, approved schedule for the Program, including initial approved schedules for each of the Projects and including tasks and expenditures of time required of Owner to develop and implement each of the Projects. This Schedule does not change and is used for comparison with future Program Master Schedules developed and as adjusted by Owner's approval of any Guaranteed Maximum Price Contracts awarded and executed for the Projects.
26. **"Program Baseline Scope"** is a contract deliverable and shall mean the initial, approved scope for the Program, including initial approved scopes for each of the Projects and including all CIP Projects and all other projects required of Owner to

develop and implement to assure a fully functional Program outcome. This Scope does not change and is used for comparison with future Program Master Scopes developed and as adjusted by Owner's approval of any Guaranteed Maximum Price Contracts awarded and executed for the Projects.

27. **"Program Baseline Proforma"** is a contract deliverable and shall mean the initial, approved Operating Proforma for the Program, including initial approved proformas for each of the Projects and including proformas for all CIP Projects and all other projects required of Owner to develop and implement to assure a fully functional Program outcome. This Proforma does not change and is used for comparison with future Program Master Proformas developed and as adjusted by Owner's approval of any Guaranteed Maximum Price Contracts awarded and executed for the Projects.
28. **"Program Implementation Plan" or "PIP"** shall mean an implementation plan for the Program, to be developed by the Program Manager, which PIP shall include implementation plans specific to the Projects.
29. **"Program Master Budget"** shall mean the schedule which will incorporate the Project Schedules for each of the Projects.
30. **"Program Master Schedule"** shall mean the schedule which will incorporate the Project Schedules for each of the Projects.
31. **"Program Master Scope"** shall mean the schedule which will incorporate the Project Schedules for each of the Projects.
32. **"Program Master Proforma"** shall mean the Proforma which will incorporate the Project Proformas for each of the Projects.
33. **"Project(s)"** shall mean the various projects identified by Owner to be part of the CIP including those listed herein above, and other projects identified by owner as part of the CIP.
34. **"Project Schedule(s)"** shall mean the schedule or schedules approved by Owner for execution of each of the Projects.
35. **"Scope of Program Manager's Services"** shall have the meaning set forth in Section IV above.
36. **"Services"** means all consultancies, managerial and other professional services to be performed by Program Manager hereunder.
37. **"Service Providers"** means all architectural and engineering service firms,

Construction Management Service Providers, construction contractors, subcontractors and suppliers of the geotechnical, environmental, engineering, architecture, materials, systems, construction management, construction and other services and vendors of the equipment and materials to be procured for the Projects, but does not include the Program Manager or its personnel or subconsultants.

38. **"Special Consultants"** are firms or individuals engaged by the Program Manager at its expense to develop the Strategic Plan, the Baseline Scope, Budget, Schedule, and Proforma, the Owner's Program of Requirements and the Program Implementation Plan during the first 9 months of the engagement. After this period, these consultants will remain available for Peer Review and updates of their work. The initial group of Special Consultation Services includes:

1. HUB/SMWVBE Outreach and Compliance
2. Process Optimization
3. Parking and Traffic Impact
4. Mechanical, Electrical and Plumbing Master Planning
5. Campus and System Master Planning
6. Functional and Space Programming
7. Strategic Planning (excluding Behavioral Health Care)
8. Behavioral Healthcare Strategic Planning
9. Scheduling
10. Estimating
11. Business Analysis & Financial Modeling
12. Document Peer Review
13. Independent Construction Inspection

These services may be rendered by the Program Manager's own staff members or by Sub-consultants engaged by the Program Manager. Other Special Consultants may be added by mutual agreement between JPS and the IPMO as the needs present themselves with costs adjusted accordingly.

39. **"The Joint Commission"** means the national independent, not-for-profit organization that sets standards and acts as an accrediting body that provides accreditation and certification for health care organizations and disease-specific care programs, primary stroke centers, and health care staffing services.

40. **"Work Product"** shall mean all work product, including all instruments of service, submittals, drawings, specifications, drawings, plans, data compilations or calculations, studies, reports, or other documents, and all ideas incorporated therein, and all intellectual property rights associated therewith, which are prepared by or on behalf of the Project Manager, or any Service Provider, or any of them, in connection with the Program or in connection with the performance of the Services or Additional Services hereunder, which Work Product shall be and remain the exclusive property of Owner, and shall not be used by Program Manager or Program



Manager's Personnel, except in connection with the Program, without the Owner's prior written consent.

#### **41. LIST OF DIGITAL REFERENCE MATERIALS**

These materials can be downloaded from:

[https://www.jpshealthnet.org/about\\_jps/public\\_information](https://www.jpshealthnet.org/about_jps/public_information)

1. Strategic Facilities Utilization Plan (Presentation)
2. Strategic Facilities Utilization Plan (Report)
3. Functional Space Program-Volume 1
4. Functional Space Program-Volume 2
5. Functional Space Program-Volume 3
6. Community Health Needs Assessments
7. Historical Financial Statements

These materials can be downloaded from:

<https://access.tarrantcounty.com/en/administration/jps-information/blue-ribbon-committee0.html>

1. Cumming Final Report with Appendices
2. Citizens Blue Ribbon Committee Reports

These materials can be downloaded from:

[http://www.jpshealthnet.org/about\\_jps/vendor\\_opportunities/design\\_and\\_construction\\_rfps\\_rfqs](http://www.jpshealthnet.org/about_jps/vendor_opportunities/design_and_construction_rfps_rfqs)

1. Program Manager Preliminary Contract
2. Owner's Preliminary Milestone Schedule

#### **42. LIST OF DIGITAL TEMPLATES**

These templates can be downloaded from:

[http://www.jpshealthnet.org/about\\_jps/vendor\\_opportunities/design\\_and\\_construction\\_rfps\\_rfqs](http://www.jpshealthnet.org/about_jps/vendor_opportunities/design_and_construction_rfps_rfqs)

1. Staffing Plan and Fee Template
2. Team Experience Matrix Template
3. Contract Review Template

#### **43. LIST OF ATTACHED EXHIBITS**

EXHIBIT A – GOOD FAITH EVALUATION FORM

EXHIBIT B – VENDOR CERTIFICATION FORM

EXHIBIT C – CONFLICT OF INTEREST QUESTIONNAIRE

EXHIBIT D – FORMS/DOCUMENTS/INFORMATION CHECKLIST

EXHIBIT E – LITIGATION DISCLOSURE FORM

EXHIBIT F – SIGNATURE FORM

**EXHIBIT A**  
[Good Faith Evaluation Form]

**Good Faith Evaluation Form Regarding  
LD 6000/6001 Supplier Diversity Policy and  
Procedure**

|                   |  |
|-------------------|--|
| Name of Contract: |  |
|-------------------|--|

In connection with the above-referenced contract, I am:

|             |  |
|-------------|--|
| Name/Title: |  |
| Signature:  |  |

And a duly authorized representative of:

|                             |  |
|-----------------------------|--|
| Prime Vendor*/Company name: |  |
| Whose address is:           |  |

**How to complete this form:**

- a. If the JPS prime vendor\*, listed above, is a certified HUB/SMWBE/DOBE:
  - Provide a copy of the certification. Certified HUB/SMWBE/DOBE vendors do not need to complete the remainder of this form.
- b. If the JPS prime vendor is not a certified HUB/SMWBE/DOBE and the contract meets the 25% HUB/SMWBE/DOBE spend participation goal:
  - Complete only sections 1 & 2 of this form.
- c. If the JPS prime vendor is not a certified HUB/SMWBE/DOBE and the contract does NOT meet the 25% HUB/SMWBE/DOBE spend participation goal:
  - JPS requires a response as to the vendor's initiatives and outcomes regarding diversity

and inclusion. Please complete all sections of this form.

d. If the JPS prime vendor is not a certified HUB/SMWBE/DOBE and the contracted goods and/or services are part of an excluded category\*\* (see page 1):

- JPS requires a response as to the vendor's initiatives and outcomes regarding diversity and inclusion. Please complete sections 3, 4, 5, & 6.

**Section 1. Written Notification of all HUB/SMWBE/DOBE Subcontracting Opportunity:**

List all HUB/SMWBE/DOBE certified agencies/organizations contacted regarding subcontracting and/or partnership opportunities for this contract.

| Company Name and Contact to whom written notification was sent | Date Contacted | Email or Phone | SMWVBE Certification Type | HUB/SMWBE/DOBE Certification No. |
|--|----------------|----------------|---------------------------|----------------------------------|
|  |                |                |                           |                                  |
|  |                |                |                           |                                  |
|  |                |                |                           |                                  |

*(Insert additional rows as needed.)*

**Section 2. HUB/SMWBE/DOBE Subcontractor/Partner Additional Information:**

| <i>Column Key:</i>                        |  | <i>A</i>  | <i>B</i>  | <i>C</i>  |
|---|--|---|---|---|
| HUB/SMWBE/DOBE Subcontractor/Partner Name | Please check the area(s) where the HUB/SMWBE/DOBE partner has offices with a minimum of 3 or more FTEs (full time equivalent) year- round: | Approximate dollar value of the contract between JPS and the Primary Vendor | Approximate dollar value of the HUB/SMWBE/DOBE partners spend participation in contract | Approximate HUB/SMWBE/DOBE spend percentage on awarded contract |

|  |   |                   |                  |                   |
|--|---|-------------------|------------------|-------------------|
|  | <input type="checkbox"/> Tarrant County<br><input type="checkbox"/> DFW Metroplex<br><input type="checkbox"/> Regional/State<br><input type="checkbox"/> National | <i>*a</i>         | <i>*b</i>        | <i>*b / a = c</i> |
|  | <input type="checkbox"/> Tarrant County<br><input type="checkbox"/> DFW Metroplex<br><input type="checkbox"/> Regional/State<br><input type="checkbox"/> National | <i>*\$1,500</i>   | <i>*\$300</i>    | <i>*20%</i>       |
|  | <input type="checkbox"/> Tarrant County<br><input type="checkbox"/> DFW Metroplex<br><input type="checkbox"/> Regional/State<br><input type="checkbox"/> National | <i>*\$175,000</i> | <i>*\$25,000</i> | <i>*14.29%</i>    |

Complete the following table for all organizations selected for HUB/SMWBE/DOBE partnership on this specific contract, or for potential HUB/SMWBE/DOBE subcontractors/partners who have been sent written notification for potential participation for this contract.

*(Insert additional rows as needed)*

**Section 3.** Provide a statement explaining why no subcontractor opportunities are available for SMWVBE suppliers for this contract and/or why the contract does not meet the 25% HUB/SMWBE/DOBE participation goal.

**Section 4.** Provide a statement reflecting your company's commitment to business/supplier diversity and inclusion.

**Section 5.** Provide a dollar value and/or percentage representing the Prime Vendor's entire organizational expenses spent with certified SMWVBE suppliers and/or participants on awarded

contracts for the past 3 years.

**Section 6.** For those Vendors whose service is primarily consultation from its employees, please attach a report reflecting the diversity of your employees and leadership by subgroup. If this item does not apply, please write “Does not apply”.

---

Name of Bidder (Print)

---

Signature

---

Date

---

Name (Print)

---

Phone

## EXHIBIT B

### [Vendor Certification Form]

**Instructions:**

Vendors doing business with the District are requested to complete this form in its entirety. If you are a Disadvantaged Business Enterprise, the requested information pertains to the owner(s) of the company. This form must be signed and dated by an authorized representative of your company.

Respondent's \_\_\_\_\_ Name: \_\_\_\_\_

Years in business under same name: \_\_\_\_\_ Previous \_\_\_\_\_ Name: \_\_\_\_\_

General \_\_\_\_\_ E-mail \_\_\_\_\_ Address: \_\_\_\_\_

Current \_\_\_\_\_ Address: \_\_\_\_\_

Sales \_\_\_\_\_ Rep/Customer \_\_\_\_\_ Service \_\_\_\_\_ Name: \_\_\_\_\_

E-mail \_\_\_\_\_ Address: \_\_\_\_\_

Sales \_\_\_\_\_ Rep/Customer \_\_\_\_\_ Service \_\_\_\_\_ Phone#: \_\_\_\_\_

Fax#: \_\_\_\_\_

Accounts \_\_\_\_\_ Receivable \_\_\_\_\_ Contact \_\_\_\_\_ Name: \_\_\_\_\_

Phone # \_\_\_\_\_ TCHD Account # \_\_\_\_\_

**List your major commodities:****CHECK ALL THAT APPLY WITH RESPECT TO MAJOR COMMODITY:**

Supply Equipment Service (List type of service, i.e. temp. agency, surveyor, etc: \_\_\_\_\_)

Consultant Distributor Manufacturer Contractor Subcontractor

Approximate dollar volume of business with the District in past twelve (12) months: \$ \_\_\_\_\_

**ETHNICITY OF COMPANY'S AMERICAN OWNERSHIP** (PLEASE place an X in the appropriate box:

ASIAN PACIFIC  
AFRICAN AMERICAN  
CAUCASIAN  
HISPANIC  
NATIVE AMERICAN

OTHER \_\_\_\_\_  
(SPECIFY)

PUBLIC OWN STOCK:  
YES NO

|  |  |                                   |
|--|--|-----------------------------------|
|  |  | MAJORITY OWNER :<br>MALE   FEMALE |
|--|--|-----------------------------------|

**INCLUDE THE FOLLOWING:**

Copy of certificate(s) (State of Texas, North Central Texas Regional Certification Agency (NCTRCA), Historically Underutilized Businesses (HUB), or any agency confirming your business as being a women/minority-owned or small business enterprise.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EXHIBIT C**  
**[Conflict of Interest Questionnaire]**

Chapter 176 to the Texas Local Government Code ("Chapter 176") contains provisions mandating the public disclosure of certain information concerning persons doing business or seeking to do business with TCHD ("Disclosure Information"). The Disclosure Information relates to affiliations and business and financial relationships such persons may have with members of TCHD's governing body, its officers and certain other high level TCHD employees. Each Prospective Vendor is charged with the responsibility of becoming familiar with the requirements of Chapter 176 and for complying with the applicable provisions thereof.

Each Prospective Vendor shall complete the Conflict of Interest Questionnaire set forth below and shall return the completed Conflict of Interest Questionnaire with its RFP Response.

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.

[Balance of page left blank intentionally. Conflict of interest questionnaire follows.]

| <b>CONFLICT OF INTEREST QUESTIONNAIRE      FORM CIQ</b><br><b>For vendor doing business with local governmental entity</b>  |   |
|---|---|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>  | <b>OFFICE USE ONLY</b><br><br><div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>  |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>  | <p><b>2</b> <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.)</p> |
| <p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px; display: flex; align-items: center; justify-content: center;"> <div style="flex-grow: 1; border-bottom: 1px solid black;"></div> </div> <p style="text-align: center;">Name of Officer</p>  |   |
| <p><b>4</b> 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.</p> <p>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: center; gap: 50px; margin-top: 10px;"> <div style="text-align: center;"><input type="checkbox"/> Yes</div> <div style="text-align: center;"><input type="checkbox"/> No</div> </div> <p style="margin-top: 20px;">A. 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: center; gap: 50px; margin-top: 10px;"> <div style="text-align: center;"><input type="checkbox"/> Yes</div> <div style="text-align: center;"><input type="checkbox"/> No</div> </div> |   |
| <p><b>5</b> 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.</p> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>  |   |
| <p><b>6</b> <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).</p>   |   |
| <p><b>7</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%; text-align: center;"> <div style="border: 1px solid black; height: 30px; margin-bottom: 5px;"></div> <p>Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%; text-align: center;"> <div style="border: 1px solid black; height: 30px; margin-bottom: 5px;"></div> <p>Date</p> </div> </div>  |   |

**EXHIBIT D**  
[Forms/Documents/Information Checklist]

|                                     |   |
|-------------------------------------|---|
| <b>✓</b><br>Indicates<br>Compliance | <p><b>A check mark (✓) in the space provided indicates these forms, documents and information have been completed and are included in your proposal package. Failure to check all items could result in rejection of the entire proposal.</b></p> |
|                                     | <b>1. <u>1 Original</u></b> , as described in this RFP.   |
|                                     | <b>2. <u>9 Paper Copies</u></b> , as described in this RFP  |
|                                     | <b>3. <u>9 Electronic Copies</u></b> , as described in this RFP   |
|                                     | <b>4. <u>Confidential Information</u></b> , if any, as described in this RFP  |
|                                     | <b>5. <u>Executive Summary Letter</u></b> , as described in this RFP  |
|                                     | <b>6. <u>Location of Local Office and Years of Occupancy statement in the Executive Summary Letter</u></b> , as described in this RFP   |
|                                     | <b>7. <u>Acknowledgement of receipt of each RFP Addendum released by the Health System in the Executive Summary Letter</u></b> , as described in this RFP   |
|                                     | <b>8. <u>Acknowledgement of attendance at the mandatory Pre-Proposal Conference including the name of the individual(s) who attended on your behalf in the Executive Summary Letter</u></b> , as described in this RFP                            |
|                                     | <b>9. <u>Respondent is registered as a Vendor in the District's online "JPS Procurement System"</u></b> , as described in this RFP  |
|                                     | <b>10. <u>Organizational Chart</u></b> , as described in this RFP.  |
|                                     | <b>11. <u>Individual Resumes</u></b> , as described in this RFP.  |

|  |  |
|--|--|
|  | <b>12. <u>Firm Resumes</u></b> , as described in this RFP.   |
|  | <b>13. <u>Team Experience Matrix</u></b> , as described in this RFP  |
|  | <b>14. <u>Project/Program Sheets</u></b> , as described in this RFP  |
|  | <b>15. <u>References included on each Project/Program Sheet</u></b> , as described in this RFP                     |
|  | <b>16. <u>Program Approach Narrative</u></b> , as described in this RFP  |
|  | <b>17. <u>Program Implementation Plan Outline</u></b> , as described in this RFP                                   |
|  | <b>18. <u>Pricing on the Staffing Plan and Fee Template</u></b> , as described in this RFP                         |
|  | <b>19. <u>Owner's Preliminary Milestone Schedule Narrative</u></b> , as described in this RFP                      |
|  | <b>20. <u>HUB/SMWBE/DOBE Good Faith Evaluation Form (Exhibit A)</u></b> , as described in this RFP                 |
|  | <b>21. <u>Litigation Disclosure Form (Exhibit E) for each firm proposed</u></b> , as described in this RFP         |
|  | <b>22. <u>Financial Disclosure information</u></b> , as described in this RFP                                      |
|  | <b>23. <u>Conflict of Interest Questionnaire (Exhibit C) for each firm proposed</u></b> , as described in this RFP |
|  | <b>24. <u>Contract Review Template</u></b> , as described in this RFP  |
|  | <b>25. <u>Insurance Provider Commitment</u></b> , as described in this RFP   |
|  | <b>26. <u>Current Insurance Certificate</u></b> , as described in this RFP   |
|  | <b>27. <u>Vendor Certification Form (Exhibit B)</u></b> , as described in this RFP                                 |

|  |  |
|--|--|
|  | <b>28. Signature Form (Exhibit F)</b> , as described in this RFP   |
|  | <b>29. Signatures</b> , All forms requiring a signature must be signed. Proposals not signed will not be considered for award. |

This Checklist is intended as an aid to Respondents and not as a comprehensive listing of the RFP package. Respondents are responsible for reading the entire RFP package including all Digital Reference Material and complying with all specifications.

**EXHIBIT E**  
[Litigation Disclosure Form]

**Litigation Disclosure**

**Team Name** \_\_\_\_\_

**Firm Name** \_\_\_\_\_

**Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your Submittal from consideration or termination of the contract, once awarded.**

1. Have you or any member of your Firm or Team to be assigned to *this* engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One                      YES      NO

2. Has a claim ever been asserted in the last ten (10) years against you or any member of your Firm or Team to be assigned to this engagement for injunctive relief, specific performance, or monetary damages in any civil proceeding (whether by litigation or by arbitration) alleging fraud, malfeasance, breach of contract, strict liability, negligence or gross negligence (either generally or in regard to the rendering of professional services)?

Circle One                      YES      NO

3. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One                      YES      NO

4. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the Bexar County Hospital District or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One                      YES      NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and included with your Submittal.

**EXHIBIT F**  
**[Signature Form]**

Respondent shall signify Respondent's acceptance of and compliance with the requirements, terms and conditions of this **RFP NO. 20191202 - PROGRAM MANAGEMENT SERVICES FOR THE JPS 2018 CAPITAL IMPROVEMENT PROGRAM** by signing in the signature space set forth below.

Respondent warrants that Respondent has examined and is familiar with this RFP and its terms and conditions.

Respondent warrants that it has the necessary experience, knowledge, abilities, skills and resources to satisfactorily finance and complete the products and services in its RFP Response.

Respondent certifies that the individual signing this RFP Response is authorized to sign such documents on behalf of the Respondent entity and to bind Respondent and is authorized to bind the Respondent in this RFP Response.

RESPONDENT AGREES TO DEFEND, INDEMNIFY and HOLD HARMLESS THE DISTRICT AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES and LIABILITIES, ARISING OUT OF CONNECTED WITH, OR RESULTING FROM ANY ACTS OF OMISSIONS OF RESPONDENT OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF THE RFP RESPONSE AND/OR THE AWARD OF A CONTRACT THEREON BY THE DISTRICT.

| <b><u>RFP NO. 20191202 - PROGRAM MANAGEMENT SERVICES</u></b><br><b><u>FOR THE JPS 2018 CAPITAL IMPROVEMENT PROGRAM</u></b> |             |
|--|-------------|
| RESPONDENT (COMPANY) NAME: _____   |             |
| By: _____  |             |
| Printed Name: _____  | Date: _____ |
| Title: _____   |             |
| Telephone: _____ Email: _____  |             |