TARRANT COUNTY

HOSPITAL DISTRICT d/b/a

JPS HEALTH NETWORK

REQUEST FOR QUALIFICATIONS #20-0824 FOR ARCHITECTURAL / ENGINEERING SERVICES FOR

Texas Accessibilty Standards – Main Campus Parking

The Tarrant County Hospital District d/b/a JPS Health Network (hereinafter referred to as the “District”) is seeking proposals for the provision of Architectural and Engineering Services for Texas Accessibility Standards – Main Campus Parking for the District.

**The District will reject any proposal that fails to comply in all respects with the instructions set forth herein for responding to this RFQ. NO EXCEPTIONS WILL BE MADE, even if you are a current or prior vendor for the District. The contract awarded, if any, under and pursuant to this RFQ shall supersede any previous contract, bid, or GPO agreement for the products or services described herein.**

Release Date: 12-4-2020

Response Deadline: 1-8-2020, 2:00 p.m. CST

**I. INTRODUCTION AND OVERVIEW**

The District desires to award a contract or contracts based upon vendor qualifications (“RFQ Response(s)”) to this Request for Proposal (“RFQ”). The District is soliciting vendor proposals from vendors capable of supplying the District with Architectural and Engineering Services for Texas Accessibility Standards – Main Campus Parking (the “Service”), as set forth and specified herein (See Exhibit “A”, Services Specifications, attached hereto and incorporated herein for all purposes). All RFQ Responses must be delivered to the District by the date and time, and in the manner specified in Section II hereof to be considered an RFQ Response by the District. It is the sole responsibility of the vendor submitting an RFQ Response (“Respondent”) to ensure that its RFQ Response is delivered to the proper location on time and in the manner set forth herein.

An RFQ Response does not commit the District to accept such RFQ Response or to award a contract based on any RFQ Response (“Contract Award”) merely because an RFQ Response may propose the lowest price for the Service. The District expressly reserves the right to base any Contract Award hereunder upon its evaluation of all relevant factors regarding the vendor, including, but not limited to, Service pricing and terms, management experience and expertise, industry reputation and profile, performance history, support services, location and accessibility, and any other information relevant to its evaluation. This RFQ is not an order and does not commit the District to pay for any costs incurred by the prospective vendor in the preparation or submission of the RFQ or in the procurement of the Product/Service. Product and product quantity estimates used herein may or may not reflect actual quantities needed or used by the District in the future, and do not commit the District to order specific Service quantities. Any RFQ Response accompanied by terms and conditions that conflict with this RFQ may be rejected by the District.

The District reserves the right to reject any or all RFQ Responses and to issue a Contract Award or not to issue a Contract Award based solely on the RFQ Responses received by the District in response to this RFQ. However, prior to making any award hereunder, the District also reserves the right to engage in additional discussions with one or more of the vendors responding to this RFQ.

Any prospective Respondent may request an explanation or interpretation of any portion of this RFQ by complying with the request procedure described in Section III B below. The responses, if any, of the District to such requests are subject to and will be in the form of amendment to the RFQ and will comply with the provisions of Section III B below. The District may elect not to respond to any or all such requests received from prospective Respondents.

**DISADVANTAGED BUSINESS ENTERPRISE 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 establishes a **25%** good faith target goal. The District also encourages its vendors to utilize subcontractors and vendors who qualify and are certified under applicable law as DBEs. Prior to the District’s consideration of a Respondent’s RFQ 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 RFQ Response its historical efforts to utilize DBE subcontractors and vendors in its business transactions (See Article II, Section A.2 herein).

**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:

1. the contract requires a vote of the governing body of the Texas governmental entity, or

2. 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:

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

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

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

In the event a Contract Award is issued pursuant to this RFQ, the Respondent receiving the Contract Award shall be required to comply with the provisions of Section 2252.908, Texas Government Code, and the Chapter 46 Rules of the TEC, prior to entry into a contract with the District for the sale of the Product or provision of the Service to the District. 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>

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

<https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php>

**COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTION 2271.001 et seq.**

In 2017 Texas Government Code Section 2271.001 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 RFQ and any Contract Award pursuant to this RFQ, 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 2271.001 et seq. verification requirements, the failure or refusal of which shall result in the withdrawal of the Contract Award.

**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 RFQ 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.** **FOR FURTHER INFORMATION AND INSTRUCTION REGARDING TPIA MATTERS, SEE THE SECTION OF EXHIBIT “C” ENTITLED “TEXAS PUBLIC INFORMATION ACT.”**

**II. RFQ RESPONSE REQUIREMENTS, CONDITIONS AND RELATED INFORMATION**

**A. Preparation of RFQ Response.**

### **1.** Each Respondent should carefullyexamine and familiarize itself with this RFQ and all exhibits, drawings, specifications, and instructions regarding the Product/Services included in this RFQ (collectively, the “RFQ Documents”). Each Respondent, by submitting an RFQ Proposal, represents that Respondent has read and understands this RFQ and the drawings, exhibits attached to this RFQ.

### **2.** Each RFQ Response shall be fully completed, shall contain all the information required from the Respondent by this RFQ, including the Vendor Certification Form attached hereto as **Exhibit “D”** (“Required Information”), and shall be signed and executed, on the Signature Form attached hereto as **Exhibit “B”** by an officer or other authorized representative of the Respondent. Each page of an RFQ Response shall contain the company name of the Respondent. A Respondent’s failure to provide any of the Required Information in its RFQ Response, or the failure of the RFQ Response to contain the signature of Respondent’s officer or other duly authorized representative, may result in the District’s disqualification of such RFQ Response. The Required Information shall include detailed information regarding the Respondent’s historical efforts (for the last year) to utilize DBE subcontractors and vendors in its prior business transactions and shall include such detailed information in its RFQ Response.

### **3.** Each Respondent shall be responsible for and shall bear all costs for the preparation and presentation of its RFQ Response. Unless otherwise designated by Respondent and agreed by the District, the RFQ Response and all drawings, materials, supporting documentation, manuals, etc. submitted with any RFQ Response (“Submitted Materials”) will, immediately upon submission, become the property of the District. After the date upon which the final vendor is selected (See Section III.A hereof) Respondents may request the return of the Submitted Materials. However, all costs associated with returning the Submitted Materials to a Respondent shall be born and paid in advance by the Respondent.

### **4.** The District does not guarantee the confidentiality of any Submitted Materials. Each Respondent, by submitting an RFQ Response, acknowledges and agrees that any Submitted Materials will be distributed or made available to appropriate District personnel and consultants involved in this RFQ process, and further understand that the Submitted Materials may be subject to disclosure pursuant to the TPIA. Information considered proprietary by a Respondent should be clearly marked “Proprietary” when submitted with an RFQ Response.

### **5.** The District reserves the right to modify and/or supplement this RFQ by amendment issued by the District prior to the date and time of the Response Deadline (defined herein). Any such amendments will be posted on-line prior to the Response Deadline at the same District internet site where this RFQ is kept available for solicitation of RFQ Responses. It is the responsibility of each Respondent to check that internet site frequently to determine if any amendments have been issued.

### **6**. The District reserves the right to withdraw this RFQ, at its sole discretion, from any or all prospective vendors and Respondents at any time, before or after the Response Deadline. The withdrawal, if ever, of this RFQ shall be effective upon the District’s issuance of written notice posted on-line at the same District internet site where this RFQ is kept available for solicitation of RFQ Responses, which notice may also be sent by the District to the prospective Respondents in any manner deemed reasonable by the District**.**

**B. Form of Contract.**

### Any Respondent awarded a contract with the District for the purchase and sale of the products and/or services pursuant to this RFQ shall be required to execute an agreement between the Respondent and the District which shall in all material respects contain the terms and conditions set forth in **Exhibit “C”** (the “**Contract Form**”), which is attached hereto and incorporated herein for all purposes. The District will not agree to change the Contract Form except under unusual circumstances approved in the sole discretion of the District and its legal counsel. The District will entertain changes to the Contract Form to the limited extent required to conform the unique terms of the Response to the Contract Form (e.g., unique product payment provisions, terms and conditions). The District reserves the right to approve or reject any proposed changes to the Contract Form submitted by Respondents.

### **IF ANY RESPONDENT PROPOSES CHANGES TO THE CONTRACT FORM THE RESPONDENT MUST DO SO BY COMPLETING THE “VENDOR’S PROPOSED AMENDMENT” SET FORTH ON EXHIBIT “F” TO THIS RFQ SHOWING ALL THE RESPONDENT-PROPOSED EXCEPTIONS, ADDITIONS, DELETIONS AND/OR REVISIONS TO THE REQUIRED CONTRACT FORM (WHICH MAY BE DONE BY INCLUDING A REDLINE OF THE CONTRACT FORM). A RESPONDENT’S ATTEMPT TO PROVIDE ITS PROPOSED EXCEPTIONS, ADDITIONS, DELETIONS AND/OR REVISIONS IN ANY MANNER OTHER THAN ON THE VENDOR’S PROPOSED AMENDMENT MAY RESULT IN THE DISTRICT’S REJECTION OF THE RESPONSE WITHOUT FURTHER EXAMINATION.**

Respondents may not request additional changes to the Contract Form after the RFQ Response has been submitted to the District, nor will the District agree to negotiate any requested changes to the Contract Form which are not included with the RFQ Response in the manner and form set forth above in this section II.B and in Exhibit “F”.

**C**. **Submission of RFQ Responses.**

### **1.** All RFP Responses shall be submitted to the District as follows:

Submission of Proposal. Those wishing to provide a Proposal in response to this RFQ shall submit an original and clearly marked “Original” unbound proposal (all pages 8.5”x11”), three (3) hard copies, and one complete electronic copy of the information requested in this RFQ. The electronic copy must be an accurate replication of the Respondent’s original RFP Response, including any signatures and color images, if applicable. The electronic copy must be submitted in a format that preserves the original graphic appearance, such as portable document format (PDF) or other digital image format that is platform-independent and easily readable without purchased software. The electronic copy of the RFP Response should be submitted on a universally-recognizable removable storage drive such as a USB flash drive. The submission must be received prior to 3:00 p.m., Central Standard Time, on December 4th, 2020 by either United States mail or hand delivery to one of the following (“Submission Location”):

1. If VIA MAIL:

JPS Health Network – Design & Construction Office

1500 South Main Street

Fort Worth, Texas 76104

ATTN: Angie Morgan, Executive Director Design & Construction

1. If VIA HAND DELIVERY:

JPS Health Network

Design & Construction Office

1500 South Main Street

Fort Worth, Texas 76104

ATTN: Angie Morgan, Executive Director Design & Construction

1. The front of the envelope or box must be marked as follows:

RFP #20-0824

JPS TEXAS ACCESSIBILITY STANDARDS – MAIN CAMPUS PARKING

Your Company Name

January 8th, 2021 2pm (CST)

1. An attempted award will be deemed invalid if the Respondent, upon award of a contract (if ever), is not registered with **JPS Vendor Credentialing System** ([www.Symplr.com](http://www.Symplr.com)) or is not in compliance with the District’s requirements for vendor credentialing.
2. To be considered, the body of the email containing the RFQ Response must state the following: (i) the name and address of the Respondent, (ii) the Response Deadline, and (iii) the RFQ number. **Please put the RFQ number and description in your email subject line.**
3. Unless otherwise expressly provided in this RFQ or in any amendment to this RFQ, no Respondent shall modify or cancel the RFQ Response or any part thereof for thirty (30) days after the Response Deadline. Respondents may withdraw RFQ Proposals at any time before the RFQ Proposals are opened by the District, but may not resubmit them. No RFQ Proposal may be withdrawn or modified after the RFQ Proposal deadline
4. RFQ Proposals will not be considered if they show any omissions, alterations of required forms, additions or conditions not requested or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interest of the District.
5. The Respondent acknowledges the right of the District to reject any or all RFQ Responses and to waive any informality or irregularity in any RFQ Response received. In addition, the District reserves the right to reject any RFQ Response if the Respondent failed to submit the data, information or documents required by this RFQ, or if the RFQ Proposal is any way incomplete or irregular.
6. Failure to follow the instructions regarding the submission of RFQ Responses may result in the District’s disqualification of such RFQ Responses.

### **2.** RFQ Responses are due on or before **1-8-2020, 2:00 p.m. CST (“Response Deadline”).** The Response Deadline may be extended by the District upon amendment to this RFQ issued prior to the then-existing Response Deadline. RFQ Responses are not scheduled for public opening. No telephone, telephonic, or FAX RFQ Responses will be accepted. The District will not be responsible for missing, lost, or late deliveries. **RFQ** **Proposals delivered after the Response Deadline will not be accepted or considered under any circumstances**.

### **3.** Each RFQ Response shall contain the completed form entitled, “Vendor Certification Form” set forth on **Exhibit “D”** which is attached hereto and incorporated herein for all purposes.

**4.** Each RFQ Response shall contain the completed form entitled “Conflict of Interest Questionnaire” set forth on **Exhibit “E”** which is attached hereto and incorporated herein for all purposes, and shall return the Conflict of Interest Questionnaire with its RFQ Response.

## III. RFQ SCHEDULE AND RELATED INFORMATION

## A. Estimated Schedule

|  |  |
| --- | --- |
| Milestone | Date |
| Request for Proposal Issued | **12-4-2020** |
| Questions submitted by Respondents | **12-16-2020, 2:00 p.m. CST** |
| Pre-Proposal Conference | **No Pre-proposal Conference** |
| Response Deadline and Time for Submission of RFQ Proposals | **1-8-2020, 2:00 p.m. CST** |
| RFQ Evaluation Period | **TBD** |

**1. Pre-Proposal Conference**. No Pre-Proposal Conference will be conducted.

**2.** **Milestone Dates.** Milestone Dates are estimated for planning purposes only and are subject to change.

## B. District RFQ Contact

Respondents may, in the manner prescribed herein, present requests (“Submission Questions”) for an explanation, clarification or interpretation of the (Service Specifications in this RFQ) and/or other requirements for submission of RFQ Responses to the RFQ Contact identified below during the proposal submission period. All Submission Questions must be submitted in writing and emailed tothe RFQ Contact, at the email address set forth below, and must reference the appropriate pages and sections number of this RFQ that are the subject of such Submission Questions. The final date and time to submit Submission Questions **is 12-16-2020, 2:00 p.m. Central Time. NO PHONE CALLS PLEASE.** Confirmation of the delivery of Submission Questions to the District is the sole responsibility of the Respondent. The District may, in its sole discretion, elect not to answer or respond to any or all Submission Questions it receives, and the failure of refusal of the District to answer or respond to any Submission Question will not affect, in any way, this RFQ. Submission Questions may be informally addressed during the Pre-Proposal Conference; provided, however, that no answer or response to any Submission Question by any representative of the District shall be effective unless and until it is issued by the District in writing in the form of one or more addenda to the RFQ, and has been posted to the District’s RFQ website link prior to the Response Deadline. It is the responsibility of each Respondent to check the website for all addenda to the RFQ up to the Response Deadline. Prospective vendors are advised that no District employee other than the RFQ Contact is empowered to make binding statements regarding this RFQ, and no statements, clarifications, or corrections regarding this RFQ are valid or binding on the District except those issued in writing by the RFQ Contact as addenda to the RFQ.

**Contact between Respondents and the District, other than in the manner described and set forth in this Section II.B, during the RFQ proposal submission period or evaluation period is prohibited. Any attempt by a Respondent to engage in prohibited contact with the District or the RFQ Contact may result in disqualification of its RFQ Response.**

The RFQ Contact is:

Haley Humphrey, Contracts Administrator

Contract Management Department

JPS Health Network

Email: [Bid\_Submissions@jpshealth.org](mailto:Bid_Submissions@jpshealth.org)

District’s RFB/RFP/RFQ website link: <https://www.jpshealthnet.org/vendors/open-rfpsrfbsrfqs>

Exhibit “A”

Service Specifications

1. **INTRODUCTION**

The District commissioned a report by TexasAbility dated 9.18.20 to review the Main Campus Parking Garages and Surface lots for Texas Accessibility Standards Compliance. The report details deficiencies to be addressed.

1. **BACKGROUND**

JPS Health Network, 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, and psychiatric services. A Level I Trauma Center, JPS is licensed for 578 beds with over 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 and specialty health centers (19 at public schools), JPS serves patients throughout the community. JPS has a Level III NICU where more than 4,300 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 17 residency and fellowship programs, including one of the nation’s largest Family Medicine residency programs. JPS takes pride in teaching the best and brightest from around the world and offers programs in several different specialties.

1. **PROJECT SCOPE**

JPS Health Network requires the services of an architectural / engineering firm for services to develop solutions to address the deficiencies noted in the TexasAbility report dated 9.18.20. The architectural / engineering firm will produce a project schedule and estimate of probable construction cost at the end of each phase of development. The firm may team with other professional service providers to comply with the requirements of this RFQ. Any deviations from the team presented in the original response shall require written approval by JPS.The selected Respondent will be expected to provide a comprehensive set of contract documents to advertise for bid, contract, and award that accomplishes the objectives of the JPS Health Network.

1. **REQUIRED INFORMATION**

The following information must be provided, and in the following exact order.

Submittals should be arranged in the following format, with tabs for each major heading (A, B, C, etc.)

A. Executive Summary (Limit: one single sided page)

a. Provide an executive summary of your overall RFQ response.

B. Statement of Qualifications

a. Provide a statement of qualifications for each firm proposed in providing services for

this project (limit to one page per firm). Please provide the following information for

each firm proposed:

i. Firm Name

ii. Number of Years in Business

iii. Scope of Services Proposed

iv. Principal Office Location (including County Name)

v. Location of Office Perorming the Work

vi. Number of Staff by Discipline

C. Team Members

1. Provide an organizational chart of the proposed team, with specific project roles for

each individual proposed

2. Provide a resume for each key team member including the following information.

(Limit: one single sided page per resume)

1.0 Name

2.0 Firm Name

3.0 Number of Years with Firm

4.0 Number of Years Healthcare Experience

5.0 Education

6.0 Project Assignment/Role Description

7.0 Previous Experience within the Role Proposed

8.0 Project References – (Maximum 3 Projects)

1. Project name:

2. Project description:

3. Project size (s.f.):

4. Current project status:

5. Project budget and actual cost: (Provide a range if this information is

confidential for the Owner.) This information is required.

6. Client reference: (include name, title, address, and current contact

information (phone number and email address).

D. Project Approach

Discuss your firms design approach for in coordinating the project delivery and its

approach to project control, including deadlines, quality of final product, budget, and

communication. Include a detailed milestone schedule within the project approach proposed.

E. Projects of Similar Size and Scope

Identify three of the most recent projects similar to the proposed project, beginning with

those closest to this geographic region in which your firm has provided Architectural

services. The following information is requested on each project: (Limit: one single sided

pages per project).

1. Facility Name and address

2. Project description (identify major elements of projects and/or unique features)

3. Project size (number of square feet, separate new construction from renovation)

4. Lead architect from your firm and other key personnel involved in the project

including how many projects the team has worked on together (if applicable).

5. Client reference (name, title, email address, and current telephone numbers)

**SECTION 5: SELECTION AND EVALUATION PROCESS**

**Selection Process**

The RFQ Contact shall designate an evaluation committee (“Evaluation Committee”) which will be

composed of employees from the District. The District reserves the right to add, delete or substitute

members of the Evaluation Committee as it deems necessary. The Evaluation Committee will narrow the

field of submitted RFQ responses to those which best meet the requirements of this RFQ and which best

meet the complete needs of the District. Each such RFQ Response will then be evaluated according to the

criteria set forth herein.

**Evaluation Criteria Specific to This RFQ**

The Evaluation Committee will conduct a comprehensive, fair, and impartial evaluation of all proposals

received in response to this RFQ. The evaluation of RFQ Responses will involve scoring each RFQ

Response in the areas listed and set forth below in Section 6, Evaluation Factors. The District’s evaluation

of the RFQ Responses will be based upon each Respondent’s response to the evaluation factors stated in

this RFQ. Any Respondent’s failure to provide complete and full responses to the requested information

may lead to disqualification of such RFQ Response.

**SECTION 6: EVALUATION FACTORS**

In determining how to award a contract or contracts in conjunction with the RFQ, the District may

consider the information provided:

1. Statement of Qualifications
2. Staffing Plan
3. Design approach
4. Projects of similar size and scope
5. Office location
6. Disadvantaged Business Enterprise Participation

**SECTION 7: EVALUATION CRITERIA SCORE SHEET**

| **EVALUATION CRITERIA** | **Max Points** | | **Vendor**  **Score** |
| --- | --- | --- | --- |
|  | | | |
| 1. Statement of Qualifications – Firm | **10** | |  |
| 2. Staffing Plan | **30** | |  |
| 3. Design Approach | **20** | |  |
| 4. Projects of Similar Size and Scope | **20** | |  |
| 5. Office Location | **5** | |  |
| **THIS SECTION WILL BE SCORED BY DIVERSITY & INCLUSION DEPARTMENT** | | | |
| 6. Disadvantaged Business Enterprise Participation. This will be applied to your HUB/SMWVBE Participation and is worth **15 points**.  **If the Respondent is a Certified HUB/SMWVBE,** skip B and C; **if not,** complete B and C**.** The breakdown is as follows: | | | |
| A. Certified HUB/SMWVBE | **15** | |  |
| **OR** | | | |
| B. Communication Outreach – Attach the written notification of the subcontracting opportunity and list of three agencies and /or organizations notified regarding the interest in HUB/SMWVBE participation in this contract; AND | **5** | |  |
| C. Plan of Action – List the subcontractors selected for participation, their certification, and approximate dollar value of the work to be subcontracted and the expected percentage of the total contract amount. | **10** | |  |
| **MAXIMUM TOTAL POSSIBLE POINTS** | **100** |  | |
| **Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | |
| **Evaluator ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | |
| **RFQ #20-0824 TAS – Main Campus Parking** | | | |

**Exhibit “B”**

**Signature Form**

Respondent shall signify Respondent’s acceptance of and compliance with the requirements, terms, and conditions of this RFQ #20-0824 TAS – Main Campus Parking by signing in the signature space set forth below.

Respondent warrants that Respondent has examined and is familiar with this RFQ 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 RFQ Response.

Respondent certifies that the individual signing this RFQ 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 RFQ 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 LIABLITIES, 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 RFQ RESPONSE AND/OR THE AWARD OF A CONTRACT THEREON BY THE DISTRICT.

|  |  |
| --- | --- |
| **RFQ #20-0824 TAS – Main Campus Parking** | |
| RESPONDENT (COMPANY) NAME: | |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name: | Date: |
| Title: | |
| Telephone: Email: | |

**Exhibit “C”**

**Contract Form**

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the “Agreement”) is made and entered into effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a [entity type] (“Contractor”), and Tarrant County Hospital District d/b/a JPS Health Network, a unit of local government and more specifically a county hospital district, created and operating under Chapter 281 of the Texas Health and Safety Code (“District”). The District and Contractor may be referred to individually as a “Party” to this Agreement and they may be referred to collectively as the “Parties” to this Agreement.

**RECITALS**

**Whereas**, the District, in furtherance of its statutory obligations to provide health care services to the indigent and needy residents of Tarrant County, Texas, owns and operates a fully accredited, integrated health delivery system that includes several hundred licensed in-patient beds at three facilities, as well as an extensive network of community-based facilities located throughout and serving the residents of Tarrant County, Texas;

**Whereas**, the District has requested proposals to provide the services described on **Schedule 1** (Scope of Services), which is attached hereto and incorporated herein for all purposes (“Services”);

**Whereas**, Contractor has presented a proposal to provide the Services to the District;

**Whereas**, Contractor has developed and maintains the expertise and resources necessary to perform and complete the Services;

**Whereas**, Contractor is a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ operated under the laws of the State of \_\_\_\_\_\_\_\_\_, is qualified to do business in the State of Texas, and is qualified and capable of performing and completing the Services; and,

**Whereas**, Contractor desires to provide the Services as so required by the District, and the District desires to contract with Contractor for the Services;

**Now, Therefore**, for and in consideration of the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the District and Contractor hereby agree as follows:

1. Services to be Performed; Applicable Standards. Contractor shall perform and complete the Services in accordance with this Agreement, using industry best practices applicable to the performance of the Services. Furthermore, Contractor shall use only qualified personnel to perform and complete the Services in a diligent, professional and workmanlike manner, in accordance with all industry standards which are applicable to the Services, if any. Contractor will supply at its own expense, necessary computers, software, supplies and other materials required to perform and deliver the Services to the District.
2. Fees for Services Performed. The District shall pay to Contractor fees for the Services performed and the reimbursable expenses incurred by Contractor under this Agreement as set forth in **Schedule 2** (Fees and Expenses), which is attached hereto and incorporated by reference herein. Except to the extent expressly included in reimbursable Expenses on **Schedule 2**, the District will not be required to reimburse Contractor for any salaries, consulting fees, commissions, general overhead at Contractor’s place or places of business, office rental expense, utility expenses or expenses related to computers, software, supplies and other materials required to perform and deliver the Services or used by Contractor in the performance and delivery of the Services.
3. Term and Termination.

(a) Term.  The Agreement shall continue until the completion of the Services by Contractor, which shall not be later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(b) Termination for Cause. Either Party may terminate this Agreement for cause upon the occurrence of an Event of Default (as defined below) by delivery of written notice of termination to the other Party while such Event of Default continues to exist, whereupon all obligations of the District under this Agreement shall terminate, other than the payment by the District for all amounts due under this Agreement through the effective date of termination.

(c) Event of Default; Notice of Material Breach. Either Party shall be in material default under this Agreement upon the occurrence of any one or more of the following which continues to exist fifteen (15) days after a Notice of Material Breach (defined below) is given to the defaulting Party (each occurrence being a “Event of Default”): (i) a failure or refusal by a Party to timely make any payment that is required to be paid by such Party under this Agreement; (ii) a failure by a Party to perform or observe any other obligation under this Agreement; (iii) any warranty or representation of a Party in this Agreement is false or misleading in any material respect; (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against such Party (including any assignment by such Party for the benefit of creditors or the appointment of a receiver for the assets of such Party). A “Notice of Material Breach” means written notice that includes: (i) a description sufficient to identify the Event of Default to the defaulting Party; and, (ii) if not obvious from the nature of the Event of Default, the notifying Party’s specific recommendations of the actions to be (or if appropriate, not to be) taken by the defaulting Party in order for it to cure the Event of Default.

(d) Remedies for Default. Upon the occurrence of an Event of Default, the non-defaulting Party may, in addition to any and all other remedies available under law, elect to: (1) terminate this Agreement in accordance and upon compliance with the termination provisions in Section 3 of this Agreement, and/or (2) commence collection actions (including court actions) for all sums due under this Agreement, and/or (3) seek such other remedies for such Event of Default as are available at law or in equity. All rights and remedies available to a Party hereunder, by law or equity, shall be cumulative and there shall be no obligation for such Party to exercise a particular remedy.

(e) Early Termination.  The District shall have the right to terminate this Agreement without cause in its sole discretion at any time prior to such completion of the Services by giving Contractor at least thirty (30) days’ prior written notice of such termination (hereinafter referred to as “Early Termination”). In the event of Early Termination, the District will pay all fees due to Contractor under Section 2 hereof for all Services performed by Contractor in accordance with the requirements of this Agreement up to and including the date of termination. The District also shall reimburse Contractor for all expenses incurred by Contractor in the performance of Services hereunder and which are or would be due to Contractor under Section 2 hereof if Early Termination had not occurred. Contractor acknowledges and agrees that in the event of such Early Termination, Contractor will not perform any unnecessary part of the Services nor will it incur any unreasonable expenses after receiving notice of Early Termination, but Contractor will perform only those Services and incur only those expenses reasonably necessary to fulfill its obligations under Section 1 hereof and this Section 3. Nothing set forth in this Section 3 shall limit the District’s other rights or remedies.

1. Confidentiality and HIPAA.

(a) The District may disclose to Contractor in confidence or otherwise make available to Contractor certain material which is not generally known to the public (“District Confidential Information”), including, but not limited to, information pertaining to: research; pricing; procurement; distribution; personnel; compensation; financial statements or projections; business plans; contracts; systems development and implementation; scientific and mathematics techniques; infrastructure and technical configuration; security policies; methodologies and implementations; intellectual property; trade secrets; inventions; marketing plans; existing and potential clients, customers, patients, suppliers, vendors and other business relationships; and other information provided, delivered or made available by the District or otherwise accessible to Contractor.

(b) Contractor agrees to hold in confidence all District Confidential Information and to use such information only for the purpose of performing and completing the Services for the District. Furthermore, Contractor will protect the District Confidential Information received under this Agreement in the same manner and to the same extent to which it protects its own valuable proprietary information, but in all events using at least a reasonable standard of care. Contractor may not make any copies of the District Confidential Information except in the course and scope of performing and completing the Services and all District Confidential Information (including but not limited to all copies thereof) shall be promptly returned by Contractor to the District upon the termination or expiration of this Agreement, or sooner if demanded by the District.

(c) Subject to the requirements of the limitations stated in Section 32 (Texas Public Information Act) below, the District agrees to keep Contractor’s proprietary information, including all information relating to the Services, confidential and not to use such proprietary information except as contemplated under this Agreement.

(d) The confidentiality obligations in this Agreement shall not apply to information: (1) in a receiving party’s possession prior to disclosure under this Agreement unless disclosed to receiving party by the disclosing party under a prior agreement with the disclosing party for confidentiality or non-disclosure (“Prior NDA”), (2) which is or becomes publicly known through no fault on the part of receiving party, (3) received from a third party not under an obligation to the owner of such information not to disclose it, (4) independently developed by receiving party without the benefit of the information disclosed under either a Prior NDA or this Agreement (as to which receiving party has the burden of proof), (5) required to be disclosed by government regulation, statute, or judicial order, provided that prior to such disclosure and if reasonably possible, receiving party will inform the disclosing party of such requirements and permit the disclosing party to seek a protective order or other relief regarding such information, or (6) disclosed without confidentiality restrictions to any third party by or with the express permission of the disclosing party.

(e) The Parties do not anticipate that Contractor will (i) create, maintain, transmit or receive protected health information for, on behalf of, or from the District in connection with this Agreement or (ii) otherwise be considered a Business Associate of the District, as that term is defined by federal regulation. Should the situation change, Contractor agrees that it will negotiate in good faith an amendment to this Agreement, including a business associate agreement, if appropriate, in each case if and to the extent required by the provisions of the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act of 2009, and/or the regulations promulgated thereunder.

(f) This Section 4 titled “Confidentiality and HIPAA” shall survive the termination or expiration of the Agreement.

1. Indemnity.

(a) CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE DISTRICT, DISTRICT’S MANAGERS, OFFICERS, AGENTS, EMPLOYEES, STAFF, REPRESENTATIVES, AND DIRECTORS (COLLECTIVELY, THE “DISTRICT INDEMNITEES”) FROM ALL LOSSES (DEFINED BELOW) AND SHALL DEFEND THE DISTRICT AND DISTRICT INDEMNITEES AGAINST ALL CLAIMS AND CAUSES OF ACTION OF THIRD PARTIES ARISING OUT OF OR RELATED TO ANY OF THE FOLLOWING, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE DISTRICT OR DISTRICT INDEMNITEE: (i) A VIOLATION OF ANY FEDERAL, STATE, LOCAL OR FOREIGN LAW, RULE, REGULATION OR ORDER APPLICABLE TO CONTRACTOR AND/OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES; (ii) ANY VIOLATION OR BREACH BY CONTRACTOR OF ITS REPRESENTATIONS AND WARRANTIES TO THE DISTRICT IN THIS AGREEMENT; OR, THE FACT THAT ANY OF SUCH REPRESENTATIONS AND WARRANTIES CEASES TO BE TRUE AT ANY TIME PRIOR TO TERMINATION OR EXPIRATION OF THIS AGREEMENT; (iii) THE FAILURE OF CONTRACTOR TO OBTAIN, OR CAUSE TO BE OBTAINED, ANY REQUIRED LICENSES, PERMITS OR CONSENTS FOR THE DISTRICT TO RECEIVE AND USE THE SERVICES OR ANY COMPONENT THEREOF, TO THE FULL EXTENT PROVIDED IN THIS AGREEMENT, EXCLUDING ANY REQUIRED CONSENT THAT IS NOT OBTAINED DUE TO THE DISTRICT’S FAILURE TO PAY FOR SAME; AND (iv) PERSONAL INJURIES, DEATH OR DAMAGE TO TANGIBLE PERSONAL OR REAL PROPERTY TO THE EXTENT CAUSED BY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR OR ANY CONTRACTOR AGENT, EMPLOYEE OR REPRESENTATIVE. FOR PURPOSES OF THIS SECTION 5, THE TERM “LOSSES” MEANS ALL ASSESSMENTS, LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITIES, JUDGMENTS, AWARDS, FINES, SANCTIONS, PENALTIES, CHARGES, AND AMOUNTS RESULTING FROM, OR AGREED TO BE PAID IN SETTLEMENT OF, ANY THIRD PARTY CLAIM OR ALLEGATION INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY AND OTHER LEGAL FEES AND COSTS AND EXPENSES OF INVESTIGATING OR DEFENDING AGAINST SUCH CLAIM OR ALLEGATION.

(b) CONTRACTOR AGREES TO, AND SHALL, INDEMNIFY AND HOLD THE DISTRICT HARMLESS AGAINST ANY CLAIMS, CAUSES OF ACTION, DAMAGES, AND EXPENSES TO THE EXTENT THE SAME ARISE OUT OF OR ARE ASSERTED AGAINST THE DISTRICT ALLEGING THAT ANY SERVICES PROVIDED HEREUNDER INFRINGES ANY UNITED STATES PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD-PARTY, PROVIDED THAT (1) THE DISTRICT GIVES CONTRACTOR WRITTEN NOTICE WITHIN TWENTY-ONE (21) DAYS AFTER THE DISTRICT’S ACTUAL KNOWLEDGE OF THE EXISTENCE THEREOF, OF ANY SUCH CLAIMS, DAMAGES, OR EXPENSES, AND/OR (2) THE DISTRICT AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AS REASONABLY NECESSARY TO DEFEND, SETTLE, REIMBURSE, OR AVOID ANY SUCH CLAIMS, DAMAGES AND EXPENSES.

(c)  Upon timely receipt of the District’s written notice, Contractor will assume the defense of any claims against the District. The District agrees to cooperate with Contractor in the defense or settlement of all such claims.

(d)  Contractor shall not be bound by the terms of any compromise or settlement agreement negotiated or concluded by the District without the prior written consent of Contractor.

1. Exclusion and Ethics.

(a) Contractor agrees that it will immediately report in writing to the District in the event, if ever, Contractor, including any of its officers, directors, employees, contractors or agents, becomes a target of any criminal investigation or any investigation that could result in debarment or exclusion Contractor or such other person from federally or state funded healthcare programs.

(b) Contractor warrants and represents to the District that Contractor has never been:

1. convicted of a criminal offense;
2. listed by a federal agency as debarred, excluded or otherwise ineligible for federal plan participation;
3. sanctioned by any federal or state law enforcement, regulatory or licensing agency; or,
4. excluded from any state or federal healthcare program.

(c) Contractor further warrants and represents to the District that neither Contractor, nor any of Contractor’s officers, directors, members, partners, shareholders (excluding shareholders, members and limited partners that own less than 5% of the combined voting power of Contractor), employees, contractors or agents:

1. is currently under criminal investigation or any investigation that could result in debarment or exclusion from federally or state funded healthcare programs; or
2. has ever been:

(i) convicted of a criminal offense that is a felony or a misdemeanor of moral turpitude;

(ii) listed by a federal agency as debarred, excluded or otherwise ineligible for Federal plan participation;

(iii) sanctioned by any federal or state law enforcement, regulatory or licensing agency; or,

(iv) excluded from any state or federal healthcare program.

(d) In the event that any of the foregoing representations in this Section 6(b) or (c) ceases to be true, Contractor will immediately report same in writing to the District.

(e) Upon receipt of any report required by Contractor hereunder or in the event of a failure to report by Contractor, the District may without penalty terminate this Agreement and other than the payment of any amounts due and owing through the date of termination, the District shall have no further obligations or liabilities hereunder.

1. Availability of Records. If and to the extent required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, Contractor shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided by Contractor under this Agreement.
2. Work Product and Inventions.  All materials and/or other information developed, generated or produced, in whole or part, by Contractor (including the employees, independent contractors or agents of Contractor) in performing and completing the Services including, but not limited to, all documentation, flow charts, diagrams, specifications, descriptions, definitions, reports, and data (collectively, the “Work Product”) and any invention, product, computer program or specification, whether patentable or unpatentable, made, conceived or first actually or constructively reduced to practice, in whole or part, by Contractor (including the employees, independent contractors or agents of Contractor) in performing and completing Services (individually, an “Invention” and collectively, the “Inventions”), shall be the District’s sole and exclusive property. Contractor shall perform all acts that may be deemed reasonably necessary or desirable by the District to evidence that the Work Product and Inventions are ‘works made for hire’ and/or to more fully transfer ownership to the District of the Work Product and Inventions.
3. Contractual Relationship Only.  Neither Party is the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against, or in the name of or on behalf of the other Party. No agency, partnership, joint venture, or employment is created as a result of this Agreement. Furthermore, the District shall not be responsible for paying or withholding any taxes, fees or other amounts, with respect to the amounts paid to Contractor or for paying any compensation or benefits to or providing insurance for any of Contractor’s employees or contractors. Contractor agrees to defend, indemnify and hold harmless the District, and its managers, directors, officers, employees, agents, and representatives, against any and all losses, liabilities, claims, allegations, demands, causes of action, judgments, awards and costs (including but not limited to legal fees and expenses) (collectively “Claims”) arising out of or related to the employment or contract relationship of any of Contractor’s employees and independent contractors including but not limited to Claims for salary/wages, vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee compensation or benefits of any kind.
4. Tax Exemption.  Contractor recognizes that the District qualifies as a tax-exempt governmental agency pursuant to Section 151.309 of the Texas Sales, Excise, and Use Tax Code, and is not responsible for payment of any amounts accountable or equal to any federal, state or local sales, use, excise, personal property, or other taxes levied on any transaction or article provided for by this Agreement.
5. Texas Public Information Act.  Contractor acknowledges that the District is a governmental body under Chapter 552 of the Texas Government Code and thereby acknowledges that certain 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 Texas Public Information Act (“TPIA”) request and hereby assumes full responsibility for challenging any requests for information it considers confidential under Chapter 552. Contractor’s confidential information, which may include, but is not limited to, any trade secrets, financial information, and related proprietary information, (“Confidential Information”) that is provided by Contractor to the District under the terms of this Agreement may be subject to the exception to disclosure applicable to the District under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request for public information is made on the District to disclose documents or information which contain what Contractor has identified to the District to be, or is otherwise believed by the District to be Confidential Information, the District agrees to (i) promptly notify Contractor of such request for disclosure, and (ii) decline any such request for disclosure of such Confidential Information and file a written request with the Texas Attorney General’s office seeking a determination as to whether such disclosure may be withheld; provided, however, failure to notify by the District shall not be deemed a material breach of the Agreement. The District is not required to take any further action with respect to any request made for determination by the Attorney General, and after any such request is made, all responsibility for briefing, supplementing and challenging the results of any requests to the Attorney General shall be Contractor’s sole responsibility.
6. Chapters 2271 and 2252 Texas Government Code Verification.  In compliance with Section 2271.001 et seq. of the Texas Government Code, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section 808.001(1) of the Texas Government Code. In compliance with Section 2252.151 et seq. of the Texas Government Code, Contractor warrants, represents, and by its execution of this Agreement hereby verifies that: (1) Contractor does not engage in scrutinized business operations in Sudan; (2) Contractor does not engage in scrutinized business operations in Iran; and (3) Contractor does not engage in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section 2270.0052 of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section 2270.0102 of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section 2270.0152 of the Texas Government Code.
7. Applicable Law and Venue.  The Parties agree that this Agreement is subject to, and agree to comply with, applicable local, State of Texas, and federal statutes, rules and regulations.  THIS AGREEMENT BETWEEN THE PARTIES SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THELAWS OF THE STATE OF TEXAS, USA, WITHOUT REFERENCE TO ITS LAWS RELATING TO CONFLICTS OF LAW.  Any legal action arising out of or relating to the Agreement shall be brought only in the state or federal courts located in Tarrant County, Texas, and the Parties irrevocably consent to the jurisdiction and venue of such courts.
8. Prohibition on Use of Name and Logo.  Contractor agrees that it will not, without the prior written consent of the District, use the names, logos, symbols, trademarks or service marks of the District, including but not limited to those associated with JPS Health Network, for any purposes or uses (expressly including but not limited to for Contractor’s advertising, promotion or other marketing) other than those reasonably related to performing and completing the Services. This section titled “Prohibition on Use of Name and Logo” shall survive the termination or expiration of this Agreement.
9. Non-Solicitation.  During the term of this Agreement and for a period of one year following the termination or expiration hereof: (a) neither Party shall, directly or indirectly, including on behalf of any other person, solicit for employment, solicit for contracting, hire, retain, engage, employ or contract, any employee of the other Party; and, (b) Contractor shall not directly or indirectly, including on behalf of any other person, solicit for employment, solicit for contracting, hire, retain, engage, employ or contract any third party contractor’s employee who provides on-site services for the District. The non-solicitation obligations of this Agreement shall survive the termination or expiration of this Agreement.
10. Insurance.  During the term of this Agreement Contractor will maintain commercial general liability and professional liability insurance each in a coverage amount not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate. Furthermore, upon the execution of this Agreement and upon request any time thereafter, Contractor will furnish a then current certificate(s) of insurance.
11. Assignment Prohibited.  Contractor may not, without the prior written consent of the District, assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be void and deemed a material breach of this Agreement.
12. Non-Waiver.  No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No delay in exercising, no course in dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof. No failure or refusal of any approval referenced in this Agreement shall excuse or relieve the performance or other responsibilities of the other Party.
13. Severability. Without limiting this section of the Agreement, if any provision of this Agreement, or the application thereof to any person or circumstance, is held to be illegal, invalid or unenforceable for any reason, and the basis of the bargain among the Parties is not thereby destroyed, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect in the absence of the illegal, invalid or unenforceable provision or application. To this end, all provisions of this Agreement are declared to be severable.
14. Termination Right.  In the event of a change-in-control (defined below), the District may without penalty terminate this Agreement and other than the payment of any amounts due and owing through the date of termination, the District shall have no further obligations or liabilities hereunder. A “change-in-control” means that (a) there occurs a reorganization, merger, consolidation or other corporate transaction involving Contractor (a “Corporate Transaction”), in each case with respect to which the owners of Contractor immediately prior to such Transaction do not, immediately after the Corporate Transaction, own more than 50% of the combined voting power of Contractor or any other entity resulting from such Corporate Transaction; or, (b) all or substantially all of the assets of Contractor are sold, liquidated or distributed.
15. Notices.  All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) when received by the Party to whom directed; (b) when sent by fax transmission to the following fax numbers; or (c) when deposited in the United States mail when sent by certified or registered mail, return receipt requested, postage prepaid to the following addresses (or at such other addresses or fax numbers as shall be given in writing by either Party to the other):

If to the District: Tarrant County Hospital District

Robert Earley, President and CEO

1500 S. Main Street

Fort Worth, Texas 76104

Telephone: (817) 927-1234

Fax: (817) 924-1207

If to Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Telephone: (\_\_\_) \_\_\_\_\_\_\_\_\_\_\_

Fax: (\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_

1. Entire Agreement; Amendment. This Agreement (i) represents the entire understanding and agreement of the Parties hereto with respect to the matters contained herein, and (ii) may be amended, modified or waived only by a separate writing executed by the Parties expressly so amending, modifying or waiving this Agreement.
2. Binding Agreement.  This Agreement binds and inures to the benefit of the Parties, and their respective successors and permitted assigns.
3. Headings and Captions.  The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.
4. Definition of Person.  For purposes of this Agreement, “Person” means any natural person, corporation, limited liability company, association, partnership, joint venture, proprietorship, governmental agency, trust, estate or other entity or corporation, whether acting in an individual, fiduciary or other capacity.
5. Taxes.  The fees payable by the District to Contractor hereunder are inclusive of any sales, use, gross receipts or value added, withholding, ad valorem or other taxes based on or measured by Contractor’s cost in acquiring equipment, materials, supplies or services used by Contractor in performing and completing the Services, plus all interest, penalties and other amounts levied thereon by a governmental agency for late payment or otherwise. Further, each Party shall bear sole responsibility for any real or personal property taxes on any property it owns or leases, for franchise or similar taxes on its business, for employment taxes on its employees, for intangible taxes on property it owns or licenses, and for taxes on its net income.
6. Compliance with Laws.  In providing the Services required by this Agreement, Contractor shall observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
7. Use of Words.  Whenever necessary in this Agreement and where the context requires, the gender of words shall include the masculine, feminine, and/or neuter, and the number of all words shall include the singular and the plural.
8. Counterparts.  This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, and all of which shall, for all purposes constitute one and the same instrument.
9. Further Assurances and Cooperation.  During the term of this Agreement, each Party shall exercise commercially reasonable efforts to cooperate with the other Party in the performance by the other Party of its respective duties and obligations under this Agreement. Neither Party shall unreasonably withhold or delay any consent, approval or request by the other Party required under this Agreement. Further, the Parties shall deal and negotiate with each other in good faith in the execution and implementation of their respective duties and obligations under this Agreement.
10. Construction.  This Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
11. No Third-Party Beneficiary Status.  The terms and provisions of this Agreement are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other Person.
12. Attorney’s Fees and Court Costs.  Each Party shall bear and pay for all attorneys’ fees, costs and expenses incurred in the negotiation and execution of this Agreement. If either Party brings an action against the other to enforce any condition or covenant of this Agreement, each Party shall be individually responsible for its own court costs and attorney’s fees.
13. Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH THE USE OF THE SERVICES.
14. Electronic Signatures; Facsimile and Scanned Copies; Duplicate Originals; Counterparts; Admissibility of Copies. Each Party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any Party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any Party transmitted by facsimile or by electronic mail shall be valid and effective to bind that Party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The Parties warrant and represent that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, in duplicate originals with one original being delivered to each Party, to be effective on the Effective Date.

|  |  |
| --- | --- |
| **Contractor:**  [full legal name]  By:  Name:  Title:  Date: | **District:**    Tarrant County Hospital District  d/b/a JPS Health Network  By:  Name:  Title:    Date: |

*Professional Services Agreement 052220.docx*

**Schedule 1**

**Scope of Services**

(Insert a detailed description of the Scope of Services here.)



**Schedule 2**

**Fees and Expenses**

**1.         Caps on Fees and Expenses.** Contractor has agreed that the:

(a)        total Fees (defined below) payable by the District for the Services will not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_ and 00/100 Dollars ($\_\_\_\_\_\_\_\_\_\_\_) (“Cap on Total Fees”); and,

(b)        total Expenses payable or reimbursable by the District will not exceed an amount equal to \_\_\_\_\_\_% of the total Fees billed to the District at any point in time and in no event will exceed an amount equal to \_\_\_\_\_\_% of the Cap on Total Fees (“Cap on Total Expenses”).

**2.         Monthly Invoices – Fees.** Contractor will invoice the District monthly for the amount of time actually expended during the applicable monthly period by its personnel providing the Services (that has not been previously invoiced) based on Contractor’s standard hourly rates as reflected on **Schedule “2-A”** attached to the Agreement and incorporated herein for all purposes (“Fees”); provided that in no event will Contractor invoice the District for any Fees in excess of the Cap on Total Fees.

**3.         Monthly Invoices – Expenses.** In addition to the Fees, Contractor will invoice the District monthly for the Reimbursable Expenses (defined below and collectively referred to as the “Expenses”) incurred during the applicable monthly period in performing the Services; provided that in no event will Contractor invoice the District for any Expenses in excess of the Cap on Total Expenses.

The “Reimbursable Expenses” means those reasonable and necessary out-of-pocket expenses for travel, hotel rooms, and meals, actually incurred by Contractor to perform and complete the Services, which, without the prior approval of the District, shall exceed neither (i) the set percentage of the total Fees billed to the District (up to the Cap on Total Expenses), nor (ii) the applicable per diem lodging rates and per diem meals and incidental expense rates established by the General Services Administration (“GSA”) for Tarrant County, Texas. Current GSA per diem lodging rates and per diem meals and incidental expense rates can be found at https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup.

**4.         Monthly Invoices – Payment Deadlines.** Amounts invoiced as set forth herein are payable by the District within thirty (30) business days of receipt; provided, however, that once the District has been invoiced and has paid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_/100 Dollars ($\_\_\_\_\_\_\_\_\_) for Fees, no additional Fees are payable by the District regardless of when invoiced until twenty (20) business days of completion of the Services, as evidenced by Contractor’s delivery to the District of the final [Report/Deliverables].



**Schedule 2-A**

**Contractor’s Standard Rates and Profiles**

****

[List the persons or categories of persons performing the Services and their respective hourly rates or other basis of determining the Fees.]

**Exhibit “D”**

**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:  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 “E”**

**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 Respondent is charged with the responsibility of becoming familiar with the requirements of Chapter 176 and for complying with the applicable provisions thereof.

Each Respondent shall complete the Conflict of Interest Questionnaire set forth below and shall return the completed Conflict of Interest Questionnaire with its RFQ 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:

1. 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;
2. a transaction conducted at a price and subject to terms available to the public; or
3. 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

1. a contract between the local governmental entity and vendor has been executed; or
2. 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:

1. a contract between the local governmental entity and vendor has been executed; or
2. 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.]

|  |  |  |
| --- | --- | --- |
| **CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ**  **For vendor doing business with local governmental entity** | | |
| **This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**  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).  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.  A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | | **OFFICE USE ONLY** |
| Date Received |
| **1** | Name of vendor who has a business relationship with local governmental entity. |
|  |
| **2** | Check this box if you are filing an update to a previously filed questionnaire**.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) | |
|  |
| **3** | Name of local government officer about whom the information is being disclosed.  Name of Officer | |
|  |
| **4** | Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.  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?  Yes No   1. 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?   Yes No | |
|  |
| **5** | Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. | |
|  |
| **6** | 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). | |
|  |
| **7** | Signature of vendor doing business with the governmental entity Date | |
|  |

**Exhibit “F”**

Vendor’s Proposed Amendment

RFQ #20-0824 TAS – Main Campus Parking

The District will NOT review, consider or approve any exceptions, additions, deletions or revisions made by Respondent to the RFP itself or to its Exhibits and Attachments. The District will only consider those exceptions, additions, deletions or revisions (collectively, the “Proposed Revisions”) as are set forth by Respondent specifically on this form (See Proposed Revisions section on the next page). The Respondent may submit its Proposed Revisions below in this separate Respondent’s Proposed Amendment; ONLY the Proposed Revisions specified in this Amendment (you may attach a redline, or additional pages if you need additional space) will be considered. The District will review only those Proposed Revisions set forth in this Proposed Amendment, and may accept or reject the same at its sole discretion. No such Proposed Revisions will become effective unless accepted by the District and agreed to in writing and signed by both parties.

In submitting a response to this RFP, the Respondent agrees to accept the terms and conditions set forth in this RFP or incorporated herein by reference. The successful Respondent will be expected to enter into a contract which contains substantially the same terms and conditions as are included in Exhibit C to this RFP. In no event is Respondent permitted to submit its own standard contract terms and conditions in response to this solicitation. If Respondent attempts to substitute its own standard contract terms and conditions in response to this solicitation the Respondent’s Response may be rejected by the District without further examination.

Clearly indicate the portions of the Contract Form to which you propose an amendment. Be specific as to whether you want to delete language, add language or replace language. A redline is highly recommended if you propose significant revisions.

The District considers the Respondent to agree to all terms and conditions of the Contract Form (including Exhibits), unless otherwise indicated herein. Absence of Proposed Revisions (next page) will constitute agreement for those terms not herein addressed, and there will be no further negotiations regarding the same. The District will only review Proposed Revisions included in this **Vendor’s Proposed Amendment.**

**Respondent *MUST* check the appropriate response below:**

Respondent accepts Contract Form (including Exhibits) without exception.

OR

Respondent proposes exceptions/modifications to the Contract Form (including Exhibits). For numerous or complex modifications, please enclose a red-lined version of Exhibit C, Contract Form that clearly shows each proposed exception/modification, and provide your rationale for the changes. *The District considers the Respondent to agree to all terms and conditions of the* Contract Form *(including Exhibits), unless otherwise indicated herein. Absence of Proposed Revisions will constitute agreement for those terms not herein addressed, and will not be subject to further negotiation.*

**Proposed Revisions to Exhibit C**

**In the “Section/Addition” column, indicate page, section and paragraph number of language you propose to revise (if applicable) and include proposed revised language in “Proposed Revision” column. If you are attaching a red-lined version of Exhibit C instead, please indicate that below and include attachment.**

|  |  |
| --- | --- |
| **Section/Addition** | **Proposed Revision** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

****

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date**

**EXHIBIT “G”**

**JPS SUPPLIER DIVERSITY: GOOD FAITH FORM**

|  |  |
| --- | --- |
| RFQ # orName of Contract: | RFQ #20-0824 TAS – Main Campus Parking |
| Prime Vendor Name: |  |
| Prime Vendor address: |  |
| Prime Vendor UCM ID: |  |

1. Are you a Historically Underutilized, Small, Minority, Woman or Veteran owned business (HUB/SMWVBE)?

If yes, please attach your updated certification form ***(Stop Here)***

If no, please continue to **#2 below**

1. List all participating HUB/SMWVBE certified agencies/organizations contacted regarding subcontracting and/or partnership opportunities for this contract. *(Insert additional rows as needed.)*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Subcontractor Company Name | Email / Phone | Certification Type and Number | Total Contract Value | HUB/SMWVBE Subcontract Value | % of Total Contract |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. If no HUB/SMWVBE participation is listed above, have you checked the JPS Vendor portal at <https://jpshealth.gob2g.com/>? The vendor portal is a directory of certified HUB/SMWVBE businesses  
   *Ex: Support services to participate under the contract*

If you searched the vendor portal, list HUB/SMWVBE company name(s) and contact information below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Subcontractor Company Name | Email / Phone | Certification Type and Number | Total Contract Value | HUB/SMWVBE Subcontract Value | % of Total Contract |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. If you are not a HUB/SMWVBE and do not have a HUB/SMWVBE subcontractor, please provide a statement regarding steps that your company has taken to demonstrate your commitment to Supplier Diversity: (*Insert additional rows as needed)*
2. Please provide an explanation as to how you plan to identify HUB/SMWVBE participation on this contract: *(Insert additional rows as needed)*

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Name of Vendor (Print)** |  | **Vendor Signature** |
|  |  |  |
| **Date** |  | **Vendor Phone** |
|  |  |  |
| **Diversity Administration Reviewer (Print)** |