



# Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

201 E. Main Ave.  
El Paso, TX 79901  
(915) 887-3410  
Fax: (915) 351-4703

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## Notice to Interested Parties

Sealed Proposals will be received at Emergence Health Network, 9609 Carnegie Ave., El Paso, Texas 79925 **before 3:00 p.m., June 7, 2016.**

**Proposals must be in a sealed envelope and marked:  
"Real Estate Broker Services RFP #16-005 due June 7, 2016"**

## **Real Estate Broker Services RFP #16-005**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: [bidquestions@ehnel Paso.org](mailto:bidquestions@ehnel Paso.org) before **May 31, 2016 at 12:00 p.m.** solicitation number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in the specifications will be posted on the EHN website as an addendum. **It shall be the proposer's responsibility to check the website prior to the due date/opening to verify whether any addendums have been posted. Website: [www.emergencehealthnetwork.org](http://www.emergencehealthnetwork.org);** Proposals and more.

In order to remain active on the Emergence Health Network Vendor list, each vendor receiving this proposal must respond in some form. Vendors submitting proposals must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the Emergence Health Network.

## EHN SIGNATURE PAGE

<b>Description – Real Estate Broker Services</b> <b>RFP #16-005</b>
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Vendor must meet specifications

<b>Please submit one (1) original copy and two (2) CD copies in Word/PDF Format of your bid. CD copies must reflect the original hard copy.</b>
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I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to Emergence Health Network that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Federal Tax Identification No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**\*\*\*THIS MUST BE THE FIRST PAGE ON ALL PROPOSALS\*\*\***

# **Real Estate Broker Services**

**RFP #16-005**



**Emergence Health Network**  
El Paso Center for Mental Health/Intellectual Disabilities

**Due Date:  
Tuesday, June 7, 2016**

**RFP #16-005**  
**Real Estate Broker Services**  
**DUE DATE: June 7, 2016**

Emergence Health Network (EHN) is seeking to award to one company to provide Real Estate Broker Services. Award will be awarded for entire proposal.

Interested Proposers must initial each bullet item in agreement of the specifications. Please attach to proposal response.

- All items must be the same as specified
- Vendor must supply a sample on items noted and/or if requested by the end user/dept.
- Must have product available upon award
- Vendor must honor price for six months
- No substitutions will be accepted
- No minimum orders will be allowed. All items will be ordered as needed.
- No delivery fees may be added
- All purchases must be F.O.B Destination

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\*\*\*\*\***THIS PAGE MUST BE SUBMITTED WITH REP RESPONSE**\*\*\*\*\*

## STATEMENT OF WORK/ SPECIFIC PROPOSAL REQUIREMENTS

### Real Estate Broker Services RFP 16-005

Emergence Health Network (EHN) intent of this Request for Proposal and resulting contract is to obtain proposals for professional real estate brokerage services, licensed by the Texas Real Estate Commission, to assist in the potential marketing and selling of real property owned\requested by EHN. The intent is to have a brokerage firm available to utilize when property opportunities become available or a need arises for new property. This award of this RFP does not guarantee any services.

#### **A. The successful firm shall provide the following if required:**

- a. Develop marketing materials to advertise properties for sale, distribute the materials and report results to EHN on an agreed upon schedule;
- b. Conduct site tours of EHN owned property for sale;
- c. Analyze offers from potential buyers and advise EHN with respect to negotiations;
- d. Represent EHN in negotiations with a prospective buyer from the time of offer until closing;
- e. Coordinate real estate transaction closing; and
- f. Handle all other customary activities and services associated with real estate transactions.
- g. Seek available properties to meet the needs of EHN;
- h. Assess conditions of site(s), appropriateness of use for stated purpose, determine value and advise EHN;
- i. Represent EHN in negotiations with seller from the time of offer until closing.

#### **B. Proposer shall have the following qualifications:**

- a. Must be licensed and in good standing with the Texas Real Estate Commission.
- b. Must be knowledgeable in the local real estate market.
- c. Must have experience with small and large commercial properties.

#### **C. Evaluation Criteria:**

The award of the contract shall be made to the responsible proposer whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals. The evaluation criteria will be as follows:

Request for Proposal: Real Estate Broker Services

RFP #16-005

Scoring Matrix

Vendor: \_\_\_\_\_

Scoring Criteria	Possible Score	Score
Commission rate	1-50	
Experience/ Qualifications	1-20	
Proposed services meeting EHN's requirements	1-30	
<b>Total Score:</b>		

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **D. Submittals:**

Submittals shall take the form of a bound 8 ½ inch by 11 inch proposal with a Table of Contents and all pages numbered. Each section shall be clearly identified and tabbed as listed below. For proper comparison and evaluation, EHN requests that proposals follow the format outlined below.

**Tab 1** - Cover Letter - A brief introductory letter of representation.

**Tab 2** - Proposal Commission Rate

- a. State your commission rate for listing and selling properties and if any tier structure applies
- b. State your proposed method of compensation for representing EHN in negotiations for purchasing properties.
- c. State any other costs EHN should anticipate relating to the real estate services to be provided.
- d. State how the rate varies in the event there is another broker involved in the transaction.

**Tab 3** - Contractor Background Information - This section should include a description of the proposer experience with other services similar to the one described herein.

- a. Submit company background information including principle place of business, length of existence, breadth of experience and expertise, management structure, and any other information that demonstrates relative qualifications and experience.
- b. Submit a copy of your Texas Real Estate Commission license.
- c. Project Manager – Identify the proposed Broker and include a resume.
- d. References – Submit a list of at least three (3) references where like services or similar projects have been performed by your firm.
- e. Submit Vendor Acknowledgement Form as required herein.
- f. Address any performance related litigation that your firm may be, or has been, involved in over the last five (5) years.
- g. Identify if your firm has had any contracts terminated due to non-performance over the last five (5) years.
- h. Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years.

**Tab 4** – Scope of Work - A summary statement identifying your firm's understanding of the services desired and the manner in which coordination and the exchange of information for a successful project will be assured between all parties. Include the proposed approach and/or methodology to deliver services.

- a. Describe the methods of identifying target markets and a description of the marketing materials and the strategy for presenting properties to a regional and national marketplace (when appropriate).
- b. Outline the methods of informing and updating EHN staff
- c. Identify the proposed process for addressing potential issues or challenges EHN may anticipate in selling or purchasing properties.
- d. Identify how your firm will insure no conflicts of interest will exist in any transaction you may be assigned and how will you address any potential conflict of interest.

- e. Identify additional services offered by your firm that may be relevant to the sale of EHN properties.
- j. Submit a sample contract.

**Tab 5** - Descriptive Literature - Illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional proposer/product information with regard to issues addressed in other areas of the Proposer's proposal.

**E. General Contract Terms and Conditions**

- I. **CONTRACT:** This request for proposal, submitted documents, and any negotiations, when properly accepted by EHN, shall constitute a contract equally binding between the successful proposer and EHN. No different or additional terms will become a part of this contract with the exception of a Change Order.
- II. **CONFIDENTIALITY:** All information disclosed by EHN to successful proposer for the purpose of the work to be done or information that comes to the attention of the successful proposer during the course of performing such work is to be kept strictly confidential.
- III. **CHANGE OF ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by EHN Director of Budgeting and Purchasing.
- IV. **ASSIGNMENT:** The successful proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of EHN.
- V. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in El Paso, Texas.
- VI. **TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, completion and acceptance of services or default. EHN reserves the right to terminate the contract immediately in the event the successful proposer fails to:
  - 1. meet delivery or completion schedules, or
  - 2. otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes EHN to award to another proposer, purchase elsewhere and charge the full increase cost to the defaulting proposer.

Either party may terminate this contract with a thirty (30) days' written notice prior to the either party stating cancellation. The successful proposer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor.

- V I I . **PERFORMANCE OF CONTRACT:** EHN reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of EHN in the event of breach or default or resulting contract award.
- VIII. **INVOICES:** Invoices shall be mailed directly to:

Emergence Health Network  
[accountspayable@ehnel Paso.org](mailto:accountspayable@ehnel Paso.org)

The invoices shall show:

- 1. Name and address of successful proposer;
- 2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time.



Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

- IX. PAYMENT: Payment will be made upon receipt and acceptance by EHN of completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful proposer is required to pay subcontractors within ten (10) days.
  
- X. DEBARMENT: Proposer certifies that at the time of submission of its proposal, Proposer was not on the federal government's list of suspended, ineligible or debarred contractors and that Proposer has not been placed on this list between the time of its proposal submission and the time of execution of the Contract. If Proposer is placed on this list during the term of the Contract, Proposer shall notify the Denton County Director of Purchasing. False certification or failure to notify may result in termination of the Contract for default.

## VENDOR REFERENCES

List three (3) references of current customers who can verify the quality of service your company provides. EHN prefers customers of similar size and scope of work to this proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_



## **General Provisions**

### **EMERGENCE HEALTH NETWORK**

**These General Provisions are considered standard language for all EHN Bid and RFP documents. If any “specific proposal requirements” differ from the General Provisions listed here, the “specific proposal requirements” shall prevail.**

#### **1. RFP PACKAGE**

- a. The PROPOSAL, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by EHN, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by EHN. Any individual signing on behalf of the proposal expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the CEO. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with EHN.
- b. **Proposals/Bids must be received at 9609 Carnegie Ave. BEFORE the hour and date specified. Faxed or e-mailed proposals will not be accepted. Late proposals will not be considered under any circumstances.**
- c. Any proposal sent via express mail or overnight delivery must have the Proposal number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your proposal may be cause for disqualification.

#### **2. COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the [bidquestions@ehnel Paso.org](mailto:bidquestions@ehnel Paso.org) or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all proposals. The signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

#### **3. PROPOSER’S RESPONSIBILITY**

The proposer must affirmatively demonstrate its responsibility. The proposal must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

#### **4. REJECTION OF PROPOSALS**

EHN reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible. EHN further reserves the right to reject any proposal due to failure of performance on deliveries as determined in writing by EHN.

#### **5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the EHN if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received by EHN no less than seventy-two hours prior to the time set for proposal opening. Vendors are to propose as specified herein or propose an approved equal.

#### **6. SUBSTITUTES**

It is not EHN's intent to discriminate against any material of equal merit to those specified however, should the proposer desire to use any substitutions, prior written approval shall be obtained from EHN sufficiently in advance in order that an addendum might be issued.

#### **7. EXCEPTIONS TO PROPOSAL**

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by EHN. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

EHN reserved the right to offer these alternatives to other proposers.

## **8. PRICING**

Proposals for equipment shall offer services or new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to the EHN, including all freight or shipping charges. In case of error in extension, unit prices shall govern. Proposal subject to unlimited price increases will not be accepted. EHN is tax exempt and no taxes should be included in your proposal.

Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the Proposer, EHN may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to EHN. Prices paid by EHN shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

## **9. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, EHN qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by EHN is exempt from the taxes imposed under Chapter 151.

## **10. MODIFICATION OF PROPOSALS**

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of EHN.

## **11. SIGNATURE OF PROPOSALS**

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposer from being considered by EHN. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to render the proposal and to sign the proposal sheets and contract under the terms and conditions of this Proposal and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is fully executed by both parties.

## 12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

**Proposals** shall be awarded to the responsible proposer that submits the best proposal.

**Proposals** will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in a Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to EHN will be considered firm, unless EHN invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

EHN reserves the right to reject any or all proposals in whole or in part received by reason of this proposal and may discontinue its efforts under this Proposal for any reason or no reason or solely for EHN's convenience at any time prior to actual execution of the contract by EHN. EHN reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, or to award by item or by total proposal. Price should be itemized.

**A Proposer whose proposal does not meet the mandatory requirements set forth in this Proposal will be considered noncompliant.**

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by EHN, such Proposer will furnish all items and services upon the terms and conditions in this Proposal and contract.

Proposer shall submit to EHN, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Proposal.

## 13. PUBLIC INFORMATION ACT

The parties agree that EHN is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its proposal. EHN agrees to provide notice to proposer in accordance with the Public Information Act in the event EHN receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

## 14. RESULTANT CONTRACT

The resultant contract shall become effective upon the execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of proposal(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by EHN to determine whether a proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by the CEO and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

**Standard Terms:** Contractor acknowledges that EHN is a governmental agency established under the Texas Health and Safety Code. Any resulting contract shall contain or otherwise be modified such that (1) the laws of the State of Texas apply, with venue proper in El Paso, Texas; (2) no waiver of the Texas Tort Claims Act be applicable; (3) EHN is not required to indemnify contractor, as required under the Constitution of the State of Texas; (4) any interest charged by

contractor against EHN not be in excess of that which is allowable under Texas law; (5) that the contract may be terminated without cause and without penalty by either party with thirty (30) days' notice; (6) and any other term as determined by the parties.



**15. PROPOSER INVESTIGATION**

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by EHN upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer for additional compensation.

**16. NO COMMITMENT BY EHN**

This Proposal does not commit EHN to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this proposal, or to procure or contract for services or supplies.

**17. SINGLE PROPOSAL RESPONSE**

If only one proposal is received in response to the Invitation for Bid or Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

**18. REJECTION/DISQUALIFICATION OF PROPOSALS**

EHN reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by EHN. Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

- A. Failure to use the proposal form(s) furnished by EHN, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

**19. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be posted on EHN Purchasing website. EHN is not bound by any oral representations, clarifications, or changes made in the written specifications by EHN's employees, unless such clarification or change is posted on EHN Purchasing website. It shall be the Proposer's responsibility to check the website prior to the proposal opening date to verify whether any addendums have been posted.

**20. PROPOSAL IDEAS AND CONCEPTS**

EHN reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any proposal.

**21. BID/PROPOSAL DISCLOSURES**

Results of proposals for the purchase of goods, materials, general services and construction are considered public information at the time of the proposal opening. All information contained in the proposal response is available for public review.

**22. WITHDRAWAL OF PROPOSAL**

Proposer may request withdrawal of a sealed bid/proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to EHN in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

**23. INDEMNIFICATION**

**A.** The Proposer shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, EHN, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from Proposer's operations under this contract, its use of EHN facilities and/or equipment or from any other breach on the part of the Proposer, its employees, agents or any person(s) in or about EHN's facilities with the expressed or implied consent of EHN. Proposer shall pay any judgment with cost which may be obtained against EHN resulting from Proposer's operations under this contract.

Proposer agrees to indemnify and hold EHN harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Proposer shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Proposer fails to do so, then EHN reserves the right to pay unpaid bills of which EHN has written notice direct and withhold from Proposer's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**B.** Any successful proposer who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to EHN. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed proposal specifications or scope of work.

## 24. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

### **INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO EHN**

#### GENERAL LIABILITY:

\$1,000,000 – Each Occurrence  
\$1,000,000 – General Aggregate  
\$1,000,000 – Personal & Advertising Injury  
\$1,000,000 – Products/Completed Operations – Aggregate  
    \$5,000 – Premises Medical Expense  
    \$500,000 – Fire Legal Damage Liability  
Emergence Health Network named as  
“Additional Insured” Waiver of Subrogation

#### AUTOMOBILE:

\$1,000,000 – Each Occurrence  
Emergence Health Network named as  
“Additional Insured” Waiver of Subrogation

#### WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident  
\$1,000,000 – Employers Liability – Each Employee  
\$1,000,000 – Employers Liability – Disease – Policy Limit  
Statutory Limits  
Waiver of Subrogation

#### CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project  
Bid Bond  
Performance & Payment Bond

#### PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

#### CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to EHN.

Insurance is to be placed with insurers having a best rating of no less than A. The Proposer shall furnish EHN with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, EHN has the right to pursue other remedies permitted by law or in equity. EHN agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against EHN arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. EHN agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall EHN be liable for any damage to or destruction of any property belonging to the Proposer.

**Emergency Health Network shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.**

**25. Mental Health Friendly Workplace**

The Proposer shall submit a narrative demonstrating its commitment as a mental-health friendly workplace, however this may not be a determining factor in the proposal process.

**26. NON-COLLUSION AFFIDAVIT**

The Proposer declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited another proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the Proposer of any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any EHN employee prior to the opening of responses to this Proposal.

No officer or employee of EHN, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all EHN contracts for this service.

**27. SOVEREIGN IMMUNITY**

EHN specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**28. MERGERS, ACQUISITIONS**

The Proposer shall be required to notify EHN of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this Proposal the Proposer shall merge or be acquired by another firm, the following documents must be submitted to EHN.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and
3. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide EHN with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The new Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan for its approval.

**31. DELAYS**

EHN reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of EHN. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

**32. ACCURACY OF DATA**

Information and data provided through this Proposal are believed to be reasonably accurate.

**33. SUBCONTRACTING/ASSIGNMENT**

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

**34. INDEPENDENT CONTRACTOR**

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee

relationship, a joint venture relationship, or any other relationship allowing EHN to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Proposal.

### **35. MONITORING PERFORMANCE**

EHN shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

### **36. ASSURANCES**

Proposer, in responding, represents the following:

- a. Proposer has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal; and
- b. Proposer has arrived at the proposal independently without consultation, communication, or agreement for the purpose of restricting competition; and
- c. All cost and pricing information is reflected in the RFP response documents only; and
- d. Proposer and if applicable, its officers or employees, have no relationship now or will have no relationship during the contract period that interferes with fair competition or that is a financial or other conflict of interest, real or apparent; and
- e. If applicable, no member of the Proposer's staff or governing authority has participated in the development of specific criteria for award of this prospective contract, nor will participate in the selection of the successful Proposer to be awarded this prospective contract; and
- f. Proposer has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for award of this prospective contract or will participate in the selection of the successful Proposer awarded this prospective contract; and
- g. Proposer, if currently providing services to EHN on a contractual or employment basis, shall not obtain and use, or attempt to obtain, confidential information regarding EHN operations that provides an undue advantage in the selection process; and
- h. Proposer has not given, offered to give, nor intends to give any economic opportunity, gift, loan, gratuity, special discount, trip, favor, or service to any public servant (including, but not limited to any member of the Board of Trustees or staff) or any public employee (including, but not limited to, any employee of EHN) in connection with its submitted proposal; and
- i. Proposer accepts the terms, conditions, criteria and requirements set forth in the above procurement package; and
- j. Proposer accepts EHN sole right to award any proposal (including negotiating with or issuing a contract to more than one Proposer when doing so would be in the best interests of EHN) or reject any or all proposals submitted at any time; and

- k. Proposer accepts EHN sole right to cancel the proposal at any time EHN so desires; and
- l. Proposer is not entitled to and will make no claim for payment to cover costs incurred in the preparation of the submission of its proposal or any other associated costs, even in situations where EHN cancels the proposal or rejects all proposals submitted in response to the proposal; and
- m. Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any completed contract that may result from its proposal; and
- n. Proposer, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas or is not otherwise subject to payment of franchise taxes to the State of Texas; and
- o. Proposer owes no funds to the State of Texas for unresolved audit exceptions. An unresolved audit exception is an exception for which the Proposer has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment; and
- p. Proposer agrees that information about individuals served by the EHN will be kept confidential; and
- q. Proposer shall comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, described in this proposal who will perform any labor or services.
- r. Proposer shall comply with all federal statutes relating to nondiscrimination including but not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, gender, pregnancy, religion, and national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. §504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of disabilities; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; Chapter 21 of the Texas Labor Code, which is informally referred to as the Texas Commission on Human Rights Act; and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age); and
- s. Proposer warrants that, to the extent it has exposure, access or control of patient information, it will protect the privacy and provide for the security of Protected Health Information ("PHI") that is in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law I 04-191 ("HIP AA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable federal and state laws.
- t. Proposer shall comply with the requirements of Chapter 81 of the Texas Civil Practice and Remedies Code; and
- u. As provided by the Texas Family Code, §231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Proposer certifies that it is not ineligible to receive any payments under any contract resulting from its proposal and acknowledges that any contract that is executed as a result of its proposal may be terminated and payment may be withheld if this certification is inaccurate; and
- v. Proposer agrees to provide EHN with any information necessary to validate any statements

made in its proposal, as requested by EHN. Such requests may include, but not necessarily be limited to, allowing access for on-site observation, granting permission for EHN to verify information with third parties, and allowing inspection of Proposer's records. Proposer understands that failure to substantiate any statements made in Proposer's proposal shall result in disqualification of the proposal.

**NOTICE: EHN will not be liable for any fees or charges not specifically detailed in your proposal.**

**EHN is an equal opportunity employer.**





# Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

## CERTIFICATION REGARDING LOBBYING

### PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, “New Restrictions on Lobbying”, published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

### PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
- No

<b>Name of Provider</b>	<b>Vendor ID No. or Social Security No.</b>	<b>Program No.</b>
<b>Name of Authorized Representative</b>		<b>Title</b>

\_\_\_\_\_  
Signature – Authorized Representative

\_\_\_\_\_  
Date



# Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

201 E. Main  
El Paso, TX 79901  
(915) 887-3410  
Fax: (915) 351-4703

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RE: RFP #16-005, – Real Estate Broker Services

Dear Vendor:

All vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire.

Attached is a copy of the questionnaire.

In filing out the Questionnaire, the following are EHN Officers that will award the proposal and the employees which will make a recommendation:

EHN Officers:

Robert Jacob Cintron, Chair  
David Stout, Vice-Chair  
Martin Bartlett, Secretary  
Michael Escamilla, MD. Trustee  
Rick Myer, Ph.D., Trustee  
Pamela Cook-Howard, Trustee  
Kathleen Peyton, Trustee

EHN Employees: Kristen Daugherty, CEO

Pauline Motts, CFO  
Rene Hurtado, CDO  
Rene Navarro, CCO  
Tewiana Norris, CNO  
Chrystal Davis, COO- Diversion Services  
Ashley Sandoval, COO-MH Services  
David Puentes, COO-IDD Services  
Marcelo Rodriguez-Chevres, MD, CMO  
David Baquera- COO- Addiction Services  
Juan Gonzalez- CIO  
Aileen Cabral- CHRO  
Carol Thornburg, DO- CMO Substance Abuse  
Diana Billingsley, Director of Budgeting and Purchasing

Attorney for EHN: Omar Villa, Assistant El Paso County Attorney

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

RFP# 16-005

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

**2**

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

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

**3**

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

Yes       No

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

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

**EMERGENCE HEALTH NETWORK**  
Solicitation Check List  
**Real Estate Broker Services**  
**RFP #16-005**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to EHN by 3:00 p.m., Tuesday, June 7, 2016.

\_\_\_\_\_ Did you visit our website ([www.emergencehealthnetwork.org](http://www.emergencehealthnetwork.org)) for any addendums?

\_\_\_\_\_ Did you sign the proposal?

\_\_\_\_\_ Did you sign the "Certifications Regarding Lobbying" document?

\_\_\_\_\_ Did you provide one original and two (2) CD copies in Word/PDF Format of your response? CD copies must reflect the original hard copy.