

**Tulare Local Health Care District**

**REQUEST FOR PROPOSAL**

**Design, Development, Implementation and Support of  
Hospital Tower Fundraising Strategy**

**1. GENERAL INFORMATION**

- A. Purpose.** The Board of Directors for the Tulare Local Health Care District (the “District”) invites interested individuals, firms, partnerships, corporation and/or other entities or organizations (each, a “Proposer”) to submit proposals to provide services for the design, development, implementation and support of a fundraising strategy (and related efforts) by the District to support its completion of the District’s hospital tower (the “Tower”), including, but not limited to, identifying and completing applications for related grants and other funding opportunities (the “Proposed Project”).

The purpose of this Request for Proposal (RFP) document is to provide each Proposer with sufficient information to enable it to prepare and submit such a proposal, which shall include pricing, terms, and other provisions as requested by the District hereunder.

- B. Background Information.** The Tulare Local Health Care District is a public agency organized November 27, 1945 under the provisions of Division 23 of the California Health and Safety Code, otherwise known and referred to “The Local Health Care District Law.” The geographic area served by the District encompasses the southwestern portion of Tulare County, California, which includes the Cities of Tulare, Angiola, Alpaugh, Earlimart, Pixley, Plainview, Tipton, Waukena, and Woodville. The District serves an underserved, under-insured/uninsured population.

**The mission of the District is to provide safe, efficient, technologically advanced healthcare with respect for the diversity of our region.**

In order to meet its mission, the District, doing business as Tulare Regional Medical Center, historically owned and operated a District hospital (the “Hospital”) in addition to a toxicology lab and a gym. In 2004, the District embarked on building the Tower adjacent to the existing Hospital in order to provide additional space in which to facilitate safe, efficient care utilizing infrastructure and equipment with state of the art technology, while also meeting State of California seismic requirements (the “Tower Project”). An \$85-million bond was passed in 2005 (the “Bond”) as part of a capital campaign to construct the Tower and construction began in 2010 but, as of yet, is not complete.

The District filed bankruptcy in September 2017 and the Hospital closed in October 2017. After reviewing options, the District identified Adventist Health as a potential partner with the ability to provide financial support and expertise and experience in the operation of the District’s acute care hospital. Starting in July 2018, the District and Adventist began the task of

reinstating the medical operations and, as a result, the Hospital reopened on October 15, 2018 under the management of Adventist Health.

Adventist Health then operated the Hospital under a management services agreement with the District through March 14, 2019, at which time Adventist Health – Tulare, a new not-for-profit corporation, assumed full and complete operational control of the Hospital by the signing of a 30-year lease, comprised of automatically renewing 5-year terms, of the Hospital with the District (the “Lease”), thus enacting a change in ownership of Hospital operations. This lease was approved in November 2018 by a vote of the property owners within the geographic boundaries of the District by a favorable margin of over 88%.

The Tower Project is an important facet to the District’s ongoing and diligent efforts to provide services to the community in accordance with its mission, and is a key component of Adventist Health’s long-term strategy in the region. To this end, competition of the Tower Project is required under the Lease.

Major Tower construction efforts have slowed since the funds from the Bond and additional donations provided for its development were depleted. The building shell is complete and many of the items necessary to complete the interior, including some construction materials and a number of fixtures, are on hand. Estimates for the completion of the Tower have ranged between \$50 and \$80 million, the variation of which depends largely on issues related to redesign and phasing of the Tower’s occupancy. The Tower is owned by and the responsibility of the District.

Now that the District has successfully reestablished the provision of Hospital services and exited bankruptcy, which occurred in October of 2019, it is moving forward with a process to procure funds to complete the Tower.

- C. **Terms of Submission.** Each Proposer must submit its full and final proposal at the “Mail to” address denoted below no later than the Closing, defined below.

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|--------------------|--|
| Proposal Labeling: | REQUEST FOR PROPOSAL FOR:<br>Tower Fundraising Strategy<br>Tulare Local Health Care District   |
| Mail to:           | Tulare Local health Care District<br>Attn: Administration<br>P.O. Box 1136<br>Tulare, CA 93275 |
| Submittal Closing: | Tuesday, September 8, 2020 at 5 p.m. PST (the<br>“Closing”)                                    |
| Number of Copies:  | One (1) Original and six (6) copies.   |

Early responses are acceptable. Faxed or emailed proposals or modifications will **not** be accepted. Postmarks prior to the deadline are not sufficient for acceptance. The District will not be responsible for any errors or omissions in any submitted proposals or for any delays in delivery.

**D. Inquiries.** Any Proposer desiring an explanation or interpretation of any of the terms or conditions set forth in this RFP, or desiring further explanation as to the scope of or specifications for the Tower Project, should make such a request in writing, via email no later than five (5) business days before the Closing date in order to allow sufficient time for the District's reply before said date. Any written inquiries submitted under this Section D must be made to the individual identified below (email is acceptable and preferred). Verbal explanations or instructions given during any phase of this solicitation will not be binding on the District.

Inquiries regarding this RFP shall be directed to:

Tulare Local Health Care District  
Tulare, CA 93274  
Phone: (559) 685-3496  
[Email: strueblood@tulareregional.org](mailto:strueblood@tulareregional.org)

Please reference "Request for Proposals for Tower Fundraising Strategy" when contacting the District with inquiries regarding this RFP for the Tower Project.

**E. Terms and Conditions.** The District is not, nor shall it be deemed, liable for any costs incurred by any Proposer in the preparation, submittal or presentation of a proposal. The District's decision on which proposal to accept will be based upon the factors described in this RFP. This RFP does not, however, commit or obligate the District to accept or execute an agreement for any expressed or implied service. The District reserves the right to:

- Reject any and all proposals received and to accept or reject any such proposals on the basis of any term(s) described herein;
- Take all proposals under advisement for up to ninety (90) days after Closing;
- Waive any informality on any proposal;
- Be the sole judge of the relative merits of the respective proposals received;
- Request that any Proposer clarify its proposal during the selection phase;
- Negotiate the Proposed Project schedule and responsible costs with the selected Proposer;
- Modify or alter any requirements herein (prior to Closing), and issue addenda or amendments to this RFP; and
- Terminate this RFP process at any time and for any reason.

**F. Acceptance of Conditions.** It is each Proposer's responsibility to examine the scope and location of the proposed work in order to become fully acquainted with the specifications and the nature of the work to be accomplished under the Proposed Project. No Proposer shall have any claim against the District based on Proposer's understanding of the Proposed Project, including but not limited to, ignorance of the nature and requirements of the services requested, misapprehension of the work environment, or misunderstanding of the specification or any provision of any subsequently executed agreement.

By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:

- Proposal and price shall be valid and binding on Proposer for ninety (90) days following the Closing and will become part of any final agreement negotiated with the District respecting the Proposed Project (the “Agreement”).
- The District may require whatever evidence it deems necessary relative to the Proposer’s financial stability and ability to perform the services necessary to complete the Proposed Project.
- The District reserves the right to request further information from any Proposer, either in writing or orally, to establish or confirm any of Proposer’s stated qualifications.
- The District reserves the right to conduct its own investigation into and analysis of any Proposer’s stated qualifications.
- The District reserves the right, in its sole discretion, to judge any Proposer’s representations, and to determine whether such Proposer is qualified to undertake services in accordance with the criteria set forth herein. Each Proposer, by submitting a proposal responsive to the RFP, expressly acknowledges and agrees that the judgment of the District as to whether or not the Proposer is qualified to perform these services shall be binding, final and conclusive.

**G. Proposal Inclusions.** All documents requested hereunder shall be submitted in their entirety, with ALL applicable portions fully completed by the Proposer. Each Proposer is encouraged to review and confirm that its proposal includes and specifically addresses all of the proposal requirements set forth in this RFP prior to submitting its proposal in accordance to the District.

**H. Withdrawal of Proposal Before Closing.** Proposer may request the withdrawal of its submitted proposal by written request at any time prior to the Closing. Upon receiving written request to withdraw any proposal, the District will consider said proposal null and void, and shall thereafter return the proposal to the Proposer. Withdrawal of proposal will not impact Proposer’s resubmittal for this or any future proposal(s).

**I. Proposal Submittal.** Each Proposer shall complete and submit to the District one (1) original and six (6) copies of its proposal. Double sided printing is strongly encouraged. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered.

**J. Final Contract Execution.** Upon acceptance of a proposal by the District, in its sole discretion, the prevailing Proposer shall prepare the Agreement to be executed by both parties upon final review by the District.

**K. Licensing.** Each Proposer, and any sub-contractor(s) of such Proposer, shall possess any and all necessary certification(s) and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California, and shall provide evidence of such to the District with their proposal in such a form as the District shall require.

**L. Insurance.** The prevailing Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance coverage as follows: General Liability Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate liability; Automobile Liability Insurance of at least \$1,000,000.00 per accident Combined Single Limit (CSL); Worker's

Compensation Insurance of at least \$1,000,000.00 per claim. The District reserves the right to modify the required coverage amounts set forth herein in accordance with the requirements of the Proposed Project. Each Proposer is requested to inquire with the District prior to submitting its proposal responsive to this RFP in the event it does not carry these coverages.

- M. Contract Bonds.** No contract bonds are required for the Proposed Project.
- N. Public Record.** Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award, and made available to the public upon request in accordance with Chapter 3.5 of Division 7 of Title 1 of the California Government Code, commencing with section 6250, also known as the California Public Records Act (the “Act”), unless otherwise marked as copyrighted material, trade secrets or other proprietary information. Each Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information such Proposer claims are exempt from disclosure pursuant to the Act. Each Proposer claiming such an exemption must also state in the proposal that: “The Proposer agrees to indemnify and hold harmless the District and its officers, employees and agents from any claims, liability or damages (including reasonable attorneys’ fees) against the District and to defend any actions brought against the District for its refusal to disclose such material, trade secrets or other proprietary information to any party.”
- O. Equal Opportunity.** The District requires all Proposers to comply with equal opportunity policies and laws, whether state or federal.
- P. Independent Contractor.** The Proposer chosen by the District shall perform any services under the Agreement as an independent contractor. All persons employed by a firm in accordance with an Agreement resulting from this RFP will be employees of Proposer not of the District. It is the express intention of the parties that Proposer shall act as an independent contractor and not as an employee, servant, joint venturer or partner of the District, and that nothing in this RFP or the Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Proposer or District and Proposer’s employees, subcontractors, agents or representatives. Proposer shall enter into the Agreement as, and shall continue to be, an independent contractor.
- Q. Conflict of Interest.** No official, officer, or employee of the District during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this RFP or the Agreement or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge, no board member, officer or employee of the District has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the District, and that if any such interest comes to the knowledge of either party at any time, a full disclosure of such information will be made in writing to the other party or parties.

## **2. SCOPE OF WORK – FUNDRAISING STRATEGY TO COMPLETE HOSPITAL TOWER**

- A. Project Description.** The prevailing Proposer will provide guidance to and work with the District, its agents and employees, to design, develop, implement and support a fundraising strategy, which efforts shall include, but not limited to, the following activities:

- Identify funding opportunities (e.g., utilizing grants, a capital campaign and bonds, etc.);
- Identify funding priorities/interdependencies;
- Conduct background research relative to funding opportunities;
- Conduct feasibility study;
- Complete and submit funding applications; and
- Meeting with the District for updates on a schedule to be determined by District and prevailing Proposer.

It is the intention of the District that work on the Proposed Project will begin no sooner than September 8, 2020.

- B. Project Management.** The main Proposed Project contacts will be the members of the District Tower Funds Committee (the “Committee”). The prevailing Proposer will be asked to meet with members of the Committee throughout the design, development, implementation, and support of the Proposed Project. In addition to the technical deliverables, the prevailing Proposer will be active in the process, with final decisions made by the District’s Board.
- C. Proposed Project Schedule.** It is anticipated that the Proposed Project may be accomplished in multiple phases. Proposals should address everything outlined in the project description, taking into account the phased nature of the Tower Project, and include anticipated schedule, timelines (estimated in hours), itemized costs, suggestions for cost savings, and proposed goals for each phase.

The prevailing proposal shall include description(s), schedules and timelines of activities/work to be accomplished in each phase for a fund raising strategy that covers work to be accomplished from our current structure state to a completed code-compliant Tower ready to be equipped and opened to provide patient services.

- D. Deliverables.** It is expected that at various “check in” points throughout the Proposed Project the prevailing Proposer will submit the following physical documents, files or services. “Check in” points should happen no less than every four (4) weeks and will be agreed upon between the District and prevailing Proposer, and will include/encompass, without limitation:
- Detailed Proposed Project plan;
  - Status/Results of activities listed in the plan;
  - Documentation describing each activity in the Proposed Project plan;
  - Documentation describing/interpreting results of related activities; and
  - Comparison of related activities against Schedule and Timeline (estimated hours) of the Proposed Project.

### **3. RESPONSE REQUESTED**

All Proposals must provide the following information:

- A. Cover Letter.** Provide a brief (maximum of two (2) pages) submittal cover letter. State any changes to the format or deletions of requested materials, which may be a part of the submittal. Include a summary describing how the Proposed proposes to provide the required services to the District.

**B. Identification of Responder.** Provide the legal name and address of Proposer. State the legal form of the Proposer, i.e. partnerships, corporation, joint venture, etc. If the Proposer is a joint venture, identify the members of the joint venture team and provide all required information under this section for each member. If the Proposer is a wholly owned subsidiary of a parent company, identify the parent company and its address. Provide the name, title, address and telephone number of the Proposer's principal contact person for the RFP.

**C. Additional Information.** Include the following information and responses to the following topics/questions:

- Services Proposer has previously provided relative to a fundraising strategy/capital campaign;
- Experience with similar projects (national versus regional or local, type of organization, size of community, etc.);
- Description of Proposer's approach to this work, including methodology and deliverables for discovery, quality assurance, for proposing look and feel, project management, and communication;
- A summary of Proposer's process for development projects similar to the Tower Project that require working with a committee and soliciting/receiving input from community stakeholders;
- Provide a proposed campaign strategy and implementation schedule;
- Provide a breakdown of services proposed with prices and terms;
- List all anticipated reimbursable expenses and the rate charged for each;
- Disclose any additional fees or charges anticipated for the Proposed Project;
- What are your expectations of the District's Board and staff, including members of the Committee, during the campaign process? Provide information regarding the resources and involvement that will be required from the District; and
- Provide any other services that may be considered as an added value.

**D. Payment.** Acknowledge that the District shall, after the completion of the terms of the Agreement, pay invoice amounts for the sum agreed upon by the parties hereto and set forth therein. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from the date of acceptance of the work by the District, in writing, and filing of a notice of completion.

The prevailing Proposer further agrees that the payment of the final amount due under the Agreement, and adjustment and payment for any work due in accordance with any alterations of the same, shall release the District from any and all claims, or liability on account of work performed under the Agreement or any alteration thereof.

**E. Disclosures.** Disclosure all actual and potential conflicts of interest, if any, including but not limited to identifying each and every matter in which the Proposer has, within the past calendar year, provided services for any entity or individual with interest adverse to the District, its Board or staff. Provide a statement concerning other potential areas for conflicts of interest to arise because of an individual's work or the work of others.

**F. Confidentiality.** Provide assurances that Proposer shall take adequate actions and implement precautions to protect the District’s confidential information, including, without limitation, all information related to patient care.

**G. Indemnity.** Provide assurances that Proposer shall defend, hold harmless and indemnify District against any acts or omissions by Proposer or its employees, subcontractors, agents or representatives in the provision of services under the Agreement.

**4. EVALUATION**

Proposals will be evaluated by the District’s Board of Directors. The Board will make the final selection after reviewing each of the proposals that are submitted in accordance with the terms of this RFP. The Board may request in-person meetings with some or all of the Proposers prior to making its decision. Factors to be considered by the Board include, but are not limited to, expertise and experience, key personnel, past performance on similar assignments, geographic location and accessibility, and overall cost and fees.

Accepted and agreed upon by:

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Sandra L. Ormonde

Chief Executive Officer

Tulare Local Health Care District

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_