

RFP # _____

COMMUNITY HEALTHCORE
PURCHASING DEPARTMENT
107 Woodbine Pl, Longview, TX 75601
903.758.2471 ext. 2364
Jim.dees@communityhealthcore.com

James W. Dees
Purchasing Manger

COMMUNITY HEALTHCORE
LONGVIEW, TEXAS
REQUEST FOR PROPOSAL
INSTRUCTIONS/TERMS OF CONTRACT

REQUEST FOR PROPOSAL: RFP # 1014-22, RFP PURCHASE OF 2
EACH MAINTENANCE VEHICLES

Questions regarding this REQUEST FOR PROPOSAL should be directed to Jim
Dees at (903) 237-2364 or Jim.Dees@communityhealthcore.com

Please submit one proposal to:

COMMUNITY HEALTHCORE
PURCHASING OFFICE
107 WOODBINE PLACE
LONGVIEW, TX. 75601

Or submit Email to a secure email site at:

RFP1014-22@communityhealthcore.com

Please label email subject: Proposal for RFP 1014-22

The enclosed REQUEST FOR PROPOSAL and ATTACHED DOCUMENTS are for
your convenience in preparing proposal for the enclosed referenced products and/or
services for Community Healthcore.

Proposals shall be received no later than:

11:00 a.m.
MONDAY OCTOBER 25, 2021

For any response include RFP number and RFP Name on Submission

Responder shall sign and date the proposal on each page. Proposals which are not signed, dated, or delivered by the time specified above will be rejected.

Sabine Valley Regional MHMR Center dba Community Healthcore is the Health and Human Services Commission's (HHSC) designated Local Mental Health Authority and Local Intellectual & Developmental Disabilities Authority for the residents of Bowie, Cass, Gregg, Harrison, Marion, Panola, Red River, Rusk, and Upshur Counties, Texas.

Community Healthcore appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown above. Proposals received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable.

PUBLIC OPENING

Opening is scheduled to be held 1:00PM 25th OCTPBER 2021] in the **Ben Bane Room, 107 Woodbine, Longview, TX**. You are invited to attend.

Community Healthcore is seeking proposals for TWO 2 VEHICLES. For a full description of the Scope of Work, see Attachment A.

Attachments: Documents listed below are a part of this Request for Proposal and required to be included in any response:

- 1) Attachment A – Detailed Scope of Work, Instructions for Response, and Scoring of RFP
- 2) Attachment B – Conflict of Interest Questionnaire for vendor doing business with local governmental entity

QUESTIONS

Please submit all questions in writing to the contact person listed at the top of the first page.

OPTIONAL: NO BID LIST

If you do not wish to submit a proposal at this time but wish to remain on the bid list for this commodity/service, please submit a "No Proposal" by the same time

and location as stated for in RFP. If a response is not received in the form of a "Proposal" or "No Proposal" for three consecutive RFP's, you will be removed from the proposal list. If you wish to be removed from the proposal list, or changed to the proposal list for another commodity/service, please let us know.

Awards should be made approximately ONE WEEK after the RFP opening date. To obtain results, please contact Community Healthcore Purchasing Office, at 903-237-2364.

FUNDING: Funds for payment are provided through Community Healthcore budget approved by the Board of Trustees for the fiscal year. State of Texas statutes prohibit the expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Community Healthcore fiscal year shall be subject to budget approval.

LATE PROPOSALS: Proposals received in the Community Healthcore Purchasing Office after submission deadline will be considered void and unacceptable. Community Healthcore is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the Responder without permission of Community Healthcore for ninety (90) days following the date designated for the receipt of the proposals, and the Responder so agrees upon submittal of their proposal.

SALES TAX: Community Healthcore is exempted by law from State of Texas Sales Tax and Federal Excise Tax.

PROPOSAL AWARD: Community Healthcore reserves the right to award proposals on the lump sum or unit price basis, whichever is in the best value for the Center. Community Healthcore reserves the right to accept or reject any or all proposals.

CONTRACT: This proposal, when properly accepted by Community Healthcore, shall constitute a contract equally binding between the successful Responder and Community Healthcore. No different or additional terms will become a part of this contract with the exception of Change Orders or changes agreed to in writing by both parties

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting purchase. Any change will be made in writing by the Community Healthcore Purchasing Agent.

[OPTIONAL]

DELIVERY: All delivery and freight charges (FOB Community Healthcore) are to be included in the proposal price. Responder should specify delivery time, in days, of items proposal.

ETHICS: The Responder shall not offer or accept gifts of value nor enter into any business arrangement with an employee, official or agent of Community Healthcore.

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the instructions of this invitation will be considered for award. Responders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the Responder has not taken exceptions and shall hold the Responder responsible to perform in strict accordance with the specifications of the RFP. Community Healthcore reserves the right to accept any or all or none of the exception(s)/substitution(s) deemed to be in the best value for Community Healthcore. The Responder may at his discretion elect not to submit a proposal on specific items. The Responder should note this by stating "No Proposal" on items he does not wish to submit a proposal.

DESCRIPTIONS: Any reference to model and/or make/manufacture used in proposal specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Proposals on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal (RFP) and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Community Healthcore Purchasing Agent. Addenda will be communicated in the same method as the Request for Proposal. Responders shall acknowledge receipt of all addenda in their proposal.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning these types of service.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

SUCCESSFUL RESPONDER SHALL defend, indemnify and save harmless Community Healthcore and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or

on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Responder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Responder will indemnify and save harmless Community Healthcore from liability, claim or demand on their part, agents, servants, customers, and/or employees. Successful Responder shall pay any judgement with costs and fees which may be obtained against Community Healthcore growing out of such injury or damages.

WAGES: Successful Responder shall pay or cause to be paid, without cost to Community Healthcore, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law. Proposer must maintain all documentation required by law for workers providing services to Community Healthcore.

TERMINATION FOR DEFAULT: Community Healthcore reserves the right to terminate purchase in any manner prescribed by law or deemed to be in the best interest of Community Healthcore in the event of breach or default of this purchase. Community Healthcore reserves the right to terminate the purchase immediately in the event the successful Responder fails to:

1. Meet schedules
2. Pay any fees; or
3. Otherwise perform in accordance with these specifications

In the event the successful Responder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Community Healthcore shall give the successful Responder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Community Healthcore within two (2) working days of receipt of such notice by the successful Responder, default will be declared and all the successful Responder's rights shall terminate.

Responder, in submitting this proposal, agrees that Community Healthcore shall not be liable for damages in the event that Community Healthcore declares the Responder in default.

NOTICE: Any notice provided by this proposal (or required by law) to be given to the successful Responder by Community Healthcore shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Responder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful Responder agrees to protect and indemnify Community Healthcore from claims involving infringements of patents and /or copyrights.

PURCHASE ORDER: When specified a purchase order(s) will be generated by Community Healthcore to the successful Responder. When a purchase order has been generated the purchase order number must appear on all itemized invoices and packing slips. Community Healthcore will not be held responsible for any orders placed/delivered without a valid current purchase order when it has been specified by the contract that one shall be generated for purchase.

OPTIONAL

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful Responder, (b) Community Healthcore unit number when required, (c) Community Healthcore Purchase Order Number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc..

INVOICES shall show all information as stated above, shall be issued for each order and shall be mailed directly to the Community Healthcore Business Office, P.O. Box 6800, Longview, TX. 75608.

PAYMENT will be made upon receipt and acceptance by Community Healthcore of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. **Successful Responder(s) is required to pay subcontractors within ten (10) days after the vendor receives payment.**

ITEMS supplied under this purchase shall be subject to the approval of Community Healthcore. Items found defective or not meeting specifications shall be picked up and replaced by the successful Responder at the next service at no expense to Community Healthcore. If item is not picked up within one (1) week after notification, the item will become a donation to Community Healthcore for disposition.

OPTIONAL

WARRANTY: Successful Responder shall warrant that all items/services shall conform to the proposed specifications and/or warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES - The successful Responder and Community Healthcore agree that both parties have all the rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Bowie, Cass, Gregg, Harrison, Marion, Panola, Red River, Rusk, Smith and Upshur Counties in the State of Texas.

ASSIGNMENT: The Successful Responder shall not sell, assign, transfer or convey this contract, in whole or in part, without prior written consent of Community Healthcore.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these shall be made based on this statement.

Each insurance policy furnished by successful Responder shall include, by endorsement to the policy, a statement that a notice shall be given to Community Healthcore by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to Community Healthcore until Community Healthcore actually receives and takes possession of the goods at the point or points of delivery.

COMMUNITY HEALTHCORE expressly reserves the right to accept or reject in part or in whole any or all proposals submitted and to waive any technicalities or formalities considered to be the best value for Community Healthcore.

HISTORICALLY UNDERUTILIZED BUSINESSES Community Healthcore is committed to developing, establishing and maintaining historically underutilized businesses' involvement in the total procurement process.

ANY QUESTIONS concerning the Invitation to Proposal and specifications should be directed to Community Healthcore **Purchasing Department at 903-237-2364.**

ATTACHMENT A

- I. Detailed Scope of WorkPage ____
- II. Instructions for ResponsePage ____
- III. Scoring of the RFPPage ____

I. Detailed Scope of Work

2022 CHEVROLET OR EQUIVALENT 2500HD SILVERADO 4X2 DOUBLE CAB WITH UTILITY BED
4X2 DOUBLE CAB 4DR 56" CA, 10,200 #GVWR
6.6L V8 GAS 6-SPD AUTOMATIC
LOCKING REAR AXLE DIFFERENTIAL
LT245/75R17E ALL SEASON TIRES (5)
40-20-40 VINYL SEATS, FULL RUBBER FLOOR
AIR CONDITION, AMFM STERO W/BLUETOOTH,
TILT – CRUISE-PWR WINDOWS-POWER LOCKS-POWER LTRAILER
TOW MIRRORS, KEYLESS ENTRY, REAR CAMERA PREP KIT AND
REAR SENSORS, 8' KNAPHEIDE 696-2 STANDARD SERVICE BODY
3 COMPARTMENTS PER SIDE, 14.6" DEEP COMPARTMENTS
STANDARD SHELVING AND DIVIDERS, 49" WIDE FLOOR,
LED LIGHTS AND REFLECTORS, 8" STEEL TREADPLATE BUMPER
PAINT BODY OUTSIDE WHITE, CLASS V REAR HITCH W/7 WAY PLUG
AND 4-WAY PLUG, CARGO MASTER OVER THE CAB BLACK LADDER
RACK W/HEADACHE RACK SCREEN, REAR VISION CAMERA
EXTERIOR COLOR WHITE

II. Instructions for Response:

1. Proposal should provide a technical response to specification in detailed scope of work
2. Affirm/demonstrate the Proposers to meet all of the Minimum Standards for all Prospective Responders.
3. Acknowledgements of RFP and all RFP Addenda's
4. A minimum of three (3) references
5. Other documents as included below
6. Return signed Conflict of Interest Questionnaire (Attachment B)

Responder shall provide in their proposal all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

MINIMUM STANDARDS FOR ALL PROSPECTIVE RESPONDERS: A prospective Responder must affirmatively demonstrate / meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required; Please specify this within the proposal;
2. Be able to comply with the required or proposed delivery schedule. Include all details as appropriate including staffing levels, supervision, and how Responder will monitor the service;
3. Have a satisfactory record of performance evidenced by references;
4. Have a satisfactory record of integrity and ethics;
5. Have the ability to provide usage data on items ordered or delivered;
6. Have the ability to package and mark items for specific Community Healthcore units;
7. Be able to provide descriptive information as required, including detailed scope of work to be provided and frequency if applicable;
8. Be otherwise qualified and eligible to receive an award; and,
9. Meet any additional requirements specified in the RFP.

REFERENCES: Community Healthcore requests Responder to supply, with this RFP, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

OTHER DOCUMENTS: Responder shall provide LIST OF STANDARD FEATURES OF ITEMS QUOTED AND COPY OF MSRP FOR EACH VEHICLE QUOTED.

- **Current workman compensation policy, and**
- **Proof of insurance as required. See Attachment C, Exhibit A.**

VENDOR CAN ALSO SUPPLY PICTURES OF VEHICLES QUOTED

THE ABOVE SPECIFICATIONS ARE MEANT TO BE DESCRIPTION OF VEHICLES NEEDED AND NOT TO A SPECIFIC BRAND OR MODEL.

BIDDERS CAN PROPOSE DIFFERENT MODELS OR BRANDS THAT MEET SPECIFICATIONS STATED ABOVE.

III. Scoring of the RFP

The purchase will be awarded based on best value, as determined by considering all relevant factors as established by Community Healthcore which include; price, availability, and adherence to specifications

A. Factors to be considered include:

1. Any installation cost;
2. Delivery terms;
3. Quality and reliability of respondents goods or services;
4. The extent to which the goods or services meet the CENTER's needs as described in this RFP;
5. Past offeror performance, respondents financial resources and ability to perform, the respondent's experience and responsibility, and the respondent's ability to provide reliable service agreements;
6. The impact on the ability of CENTER to comply with laws and rules relating to historically underutilized businesses or relating to the procurement of goods and services from persons with disabilities;
7. The total long term cost to the local authority of acquiring the respondent's goods or services;
8. The cost of any CENTER employee training associated with the acquisition;
9. The effect of the acquisition on CENTER's productivity;
10. Price
11. Whether the respondent can perform the contract or provide the service(s) within the contract term, promptly provide the services, without delay or interference;
12. Respondent's history of compliance with the laws relating to its business operations and the affected service(s) and whether it is currently in compliance;
13. Whether the respondent's financial resources are sufficient to perform the contract and to provide the service(s);
14. Whether necessary or desirable support and ancillary services are available to the respondent;
15. The character, responsibility, integrity, reputation, and experience of the

- respondent;
- 16. The quality of the facilities and equipment available to or proposed by the respondent;
- 17. The ability of the respondent to provide continuity of services;
- 18. The ability of the respondent to meet all applicable written policies, principles, and regulations;
- 19. Any factor is relevant to determining the best value for Community Healthcare in the context of this procurement.

These factors will be considered and some may be given greater weight than others.

B. Proposals will be scored using the following criteria:

- a. Pricing
- b. Availability
- c. Adherence to Specifications

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.

A. 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

B. 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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.