

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

Jim Dees
Purchasing Manger

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

REQUEST FOR PROPOSAL: RFP # 1016-22, RFP PURCHASE OF 1-3
2022 NEW VEHICLES SIMILAR TO BUT NOT LIMITED TO SMALL –
MED SIZE SUVs.

Questions regarding this REQUEST FOR PROPOSAL should be directed to [Jim Dees](mailto:Jim.Dees@communityhealthcore.com) 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:

RFP1016-22@communityhealthcore.com

Please label email subject: Proposal for RFP 1016-22

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.
TUESDAY, August 2, 2022

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 2nd AUGUST 2022 in the Ben Bane Room, 107 Woodbine, Longview, TX. You are invited to attend.

Community Healthcore is seeking proposals for 1-3 NEW 2022 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.

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. Date/time of submission of proposal to CHC specified website will also be used to recorded for 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.

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 proposed.

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/maker 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 Healthcare 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 Healthcare 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 Healthcare growing out of such injury or damages.

WAGES: Successful Responder shall pay or cause to be paid, without cost to Community Healthcare, 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 Healthcare.

TERMINATION FOR DEFAULT: Community Healthcare reserves the right to terminate purchase in any manner prescribed by law or deemed to be in the best interest of Community Healthcare in the event of breach or default of this purchase. Community Healthcare 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 Healthcare 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 Healthcare 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 Healthcare shall not be liable for damages in the event that Community Healthcare 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 Healthcare 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.

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.

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.