

COMMUNITY HEALTHCORE
CONTRACTS DEPARTMENT
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rfp.questions@communityhealthcore.com

Lee Brown
Director of Contracts Management

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

RFP 1003-24 – FQHC-LA Electronic Health Record
COMPLETE RFP CAN BE FOUND AT

<http://communityhealthcore.com/about-us/contractors/request-for-proposals/>

Questions regarding this REQUEST FOR PROPOSAL should be directed to Lee Brown at (903) 237-2341 or rfp.questions@communityhealthcore.com

PROPOSALS should be sent to the following secure email address:
RFP1003-24@communityhealthcore.com

Please label Subject Line:
“FQHC-LA Electronic Health Record”

Proposals shall be received no later than:
11:00 AM Monday, May 6, 2024

Offeror shall sign and date the proposal. Proposals which are not signed, dated, or delivered by the time specified above may be rejected.

The enclosed REQUEST FOR PROPOSAL (RFP) and ATTACHED DOCUMENTS are for your convenience in preparing proposal for the enclosed referenced products and/or services for Community Healthcore. For any response include RFP number and RFP Name on Submission.

Sabine Valley Regional MHMR Center dba Community Healthcore (Center) 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.

The Center 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 may not be considered for the award of the contract, and shall be considered void and unacceptable.

PUBLIC OPENING

Opening is scheduled to be held **2:00 PM, Monday, May 6, 2024** in the Ben Bane Room, 107 Woodbine, Longview, TX. You are invited to attend.

The Center is seeking proposals for an FQHC-LA Electronic Health Record (EHR). The EHR may be either a purchase or lease. For a full description of the Scope of Work, see Attachment A.

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

1. Attachment A – Background, Detailed Scope of Work, Instructions for Response, and Scoring of RFP
 - a. Attachment A.III.B Functional Requirements
 - b. Attachment A.III.C Technical Requirements
 - c. Attachment A.III.G.2 Implementation Timeline and Resources Needed
 - d. Attachment A.III.H Cost Proposal
2. Attachment B – Conflict of Interest; a Questionnaire for vendor doing business with local governmental entity
3. Attachment C – Center Contract
4. Attachment D – Response Checklist

PROPOSED SCHEDULE OF EVENTS

Projected Date	EVENT
Friday, 4/12/24	Post on the Center Website https://communityhealthcore.com/about-us/contractors/request-for-proposals/
Monday, 4/22/24	Due date for questions from Offerors
Wednesday, 4/24/24	Host Q&A Call for Offerors
Friday, 4/26/24	Post Written Answers from Q&A
Tuesday, 4/30/24	Send Letter of Intent to lee.brown@communityhealthcore.com
Monday, 5/6/24	Bids Due 11 am; send to RFP1003-24@communityhealthcore.com
Monday, 5/6/24	Bids Opened 2 pm
5/9/24 & 5/10/24	Virtual DEMOS
Wednesday 5/15/24	Finish Team deliberation with recommendation to Board of Trustees

Friday, 5/17/24	Preliminary work with recommended Offeror re contract contingent on Board Approval
Thursday, 5/23/24	Recommendation presented to Board of Trustees
Friday, 5/31/24	Contract signed and executed
Monday, 6/3/24	Formal start of Implementation
Pending	Go Live Date no greater than 90 days from implementation.

QUESTIONS AND ANSWERS.

Please submit all questions in writing to rfp.questions@communityhealthcore.com by 5:00 p.m., **Monday, April 22, 2024**. There will be a Question and Answer Conference Call on **Wednesday, April 24, 2024 at 10:00 AM**. Please dial 888-204-5987, access code 5440237. All questions regarding this RFP need to be submitted prior to call. Verbal questions may also be asked during the meeting. A written summary of the questions and answers will be posted as an Addenda to this RFP. No new questions regarding the RFP will be answered after the Question and Answer Meeting.

LETTER OF INTENT

Please submit a Letter of Intent to bid by **5 pm, Tuesday, April 30th**. Please include the name of the Offeror, the contact person, telephone number and email address. It is requested, but not mandatory, that all interested Offerors submit a Letter of Intent to respond to this RFP. This will allow for scheduling tentative dates for the demos pending receipt of actual proposal, meeting all minimum requirements, and scoring in the top three proposals.

The Letter of Intent may be submitted to Community Healthcore via email at lee.brown@communityhealthcore.com.

Please place the following in the subject line of your email: "Letter of Intent for FQHC-LA Electronic Health Record".

RFP NOTIFICATIONS

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 25 days after the RFP opening date. To obtain results, please contact the Center Contracts Department at 903-237-2341.

FUNDING: Funds for payment are provided through the Center's 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 Center's current fiscal year shall be subject to budget approval.

LATE PROPOSALS: Proposals received in the Center Purchasing Office after submission deadline will be considered void and unacceptable. The Center 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 Offeror without permission of the Center for ninety (90) days following the date designated for the receipt of the proposals, and the Offeror so agrees upon submittal of their proposal.

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

PROPOSAL AWARD: The Center reserves the right to award proposals on the lump sum or unit price basis, whichever is in the best value for the Center. The Center reserves the right to accept or reject any or all proposals. The Center reserves the right to terminate this RFP at any time for any reason prior to the award of the contract.

CONTRACT: This proposal, when properly accepted by the Center, shall constitute a contract equally binding between the successful Offeror and the Center. 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 contract. All change orders to the contract will be made in writing by the Center Purchasing Agent.

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

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the instructions of this RFP will be considered for award. Offerors 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 Offeror has not taken exceptions and shall hold the Offeror responsible to perform in strict accordance with the specifications of the RFP. The Center reserves the right to accept any or all or none of the exception(s)/substitution(s) deemed to be in the best value for the Center. The Offeror may at his discretion elect not to submit a proposal on specific items. The Offeror 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 RFP and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Center Contracts Department. Addenda will be communicated in the same method as the RFP. Offerors 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 OFFEROR SHALL defend, indemnify and save harmless the Center 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 Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Offeror will indemnify and save harmless the Center from liability, claim or demand on their part, agents, servants, customers, and/or employees. Successful Offeror shall pay any judgement with costs and fees which may be obtained against the Center growing out of such injury or damages.

WAGES: Successful Offeror shall pay or cause to be paid, without cost to the Center, 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. Offeror must maintain all documentation required by law for workers providing services to the Center.

TERM OF THE CONTRACT: The anticipated Contract may have multiple parts that may have different lengths. The overall contract term will be 5 years with two 2 year extensions possible. Please note that the contract will include provisions for early termination by mutual agreement, termination for cause, and termination for non-appropriations or loss of funding.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered. The Center reserves the right to award cancelled contract to next best Offeror as it deems to be in the best value for the Center.

TERMINATION of FUNDING: The term of this Agreement shall be subject to continued funding by the Federal Government, the State of Texas, and agencies thereof, in support of the services provided by the Offeror. Should there be fundamental changes in, or termination of, funding for said services, the Center may with thirty (30) days written notice terminate this agreement, without prejudice to the right of the Offeror to all payments due at the time of termination. Formal documentation of the funding changes shall be made available to the Offeror upon request.

TERMINATION FOR DEFAULT: The Center 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 the Center in the event of breach or default of this contract. The Center reserves the right to terminate the contract immediately in the event the successful Offeror fails to:

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

Breach of contract or default authorizes the Center to exercise any or all of the following rights:

1. The Center may take possession of the assigned premises and any fees accrued or becoming due to date;
2. The Center may take possession of all goods, fixtures and materials of successful Offeror therein and may foreclose its lien against personal property, applying the proceeds towards fees due or thereafter becoming due.

In the event the successful Offeror shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the Center shall

give the successful Offeror written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the Center within two (2) working days of receipt of such notice by the successful Offeror, default will be declared and all the successful Offeror's rights shall terminate.

Offeror, in submitting this proposal, agrees that the Center shall not be liable for damages in the event that the Center declares the Offeror in default.

NOTICE: Any notice provided by this proposal (or required by law) to be given to the successful Offeror by the Center 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 Offeror at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful Offeror agrees to protect and indemnify the Center from claims involving infringements of patents and /or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, the Center may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to acceptance, inspection and delivery. The contract administrator will serve as liaison between the Center Contracts Department (which has the overall contract administration responsibilities) and the successful Offeror.

PURCHASE ORDER: When specified a purchase order(s) will be generated by the Center to the successful Offeror. When a purchase order has been generated the purchase order number must appear on all itemized invoices and packing slips. The Center 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.

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

PAYMENT will be made upon receipt and acceptance by the Center 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 Offeror(s) is required to pay subcontractors within ten (10) days after the vendor receives payment.

ITEMS supplied under this contract shall be subject to the approval of the Center. Items found defective or not meeting specifications shall be picked

up and replaced by the successful Offeror at the next service at no expense to the Center. If item is not picked up within one (1) week after notification, the item will become a donation to the Center for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to the Center.

WARRANTY: Successful Offeror 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 Offeror and the Center 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 Offeror shall not sell, assign, transfer or convey this contract, in whole or in part, without prior written consent of the Center.

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 Offeror shall include, by endorsement to the policy, a statement that a notice shall be given to the Center 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 the Center until the Center 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 the Center.

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

ANY QUESTIONS concerning the RFP and specifications should be directed to the Center at rfp.questions@communityhealthcore.com.