



CENTRAL HEALTH

INVITATION FOR BID No. 2203-001 Del Valle Dental Equipment

The Travis County Healthcare District dba Central Health (hereafter referred to as the Central Health) is seeking to purchase Dental Equipment for the new Del Valle Health and Wellness Center located at 7050 Elroy Road, Del Valle, Texas 78617

2203-001 Del Valle Dental Equipment Procurement Schedule				
Action	Date	Time	Responsibility	Location / Details
Solicitation Issue Date	Monday, March 21, 2022	5:00 PM	Central Health	BidSync and Central Health Website
Site Visit (if applicable)	N/A	N/A	Central Health	N/A
Pre-Proposal Conference (if applicable)	N/A	N/A	Central Health	N/A
Question Submittal	Monday, April 4, 2022	5:00 PM	Proposers	BidSync or purchasing@centralhealth.net
Question Response	Monday, April 11, 2022	5:00 PM	Proposers	BidSync
Proposal Submission	Thursday, April 21, 2022	2:00 PM	Proposers	BidSync or 1111 E. Cesar Chavez, Austin TX 78702
Bids received after the Closing Date and Time at the designated location will not be considered. Bids submitted via email will not be considered.				
Bid and prices good until	Friday, August 19, 2022	120 days	Suppliers	
Bid Bond required	N/A	N/A	Proposers	N/A

BID INSTRUCTIONS

Bidders should note that this Invitation for Bid (IFB) is published and accessible through electronic means. Bidders who received notification of this solicitation by means other than through any of the three websites listed below should register with BidSync in order to receive timely notification of any addenda, amendment, and/or other forms of information that may be issued prior to the solicitation submittal date:

<http://www.centralhealth.net/finance/purchasing>

<http://www.txsmartbuy.com/sp>

<https://prod.bidsync.com/central-health>

Registration is **free**.

Bid Submissions: Bidders are strongly encouraged to submit bids online via BidSync. Submission via BidSync is the preferred method of submission.

A secondary option is to deliver one (1) printed bid via USPS mail, FedEx, DHL, etc.

DUE TO COVID-19 AND CURRENT BUILDING ACCESS RESTRICTIONS, IF YOU PLAN TO DELIVER A PRINTED COPY TO THE PURCHASING OFFICE, YOU MUST CONTACT THE PROCUREMENT AUTHORITY PRIOR TO DELIVERY. The printed bid with any supporting and/or sample documentation must be delivered in a sealed container that is labeled and addressed as follows:

Attn: IFB 2203-001 Del Valle Dental Equipment
Central Health - Purchasing Office
1111 East Cesar Chavez Street
Austin, TX 78702

Should a Bidder submit both a bid via Bidsync and deliver a printed bid, the Bidsync submitted Bid will be the proposal of record and will be used for the purposes of the RFP. **Proposals submitted in a format other than 1) online via BidSync or 2) delivery of a printed proposal to the address above will not be considered.**

It is the Bidder's sole responsibility to ensure that it obtains any and all addenda and/or amendments to this IFB; addenda and amendments will be posted on the website the day they are released. In the event of a conflict between a version of the IFB in the Bidder's possession and the version maintained by Central Health, the version maintained by Central Health will control.

All Bids will be submitted and/or delivered on or before the closing date and time for receipt of Bids. **Bids received at the designated location after the published time and date will not be considered.**

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1 Introduction

1.1 General Information.

The Travis County Healthcare District d/b/a Central Health (“Central Health”) is a special purpose district created under Chapter 281 of the Texas Health and Safety Code that is responsible for providing hospital and medical care to the indigent and needy residents of Travis County. Together with its affiliates, the Community Care Collaborative, Sendero Health Plans, Inc., and Central Texas Community Health Centers d/b/a CommUnityCare (all four entities collectively, “TCHD Entities”), Central Health ensures low-income and uninsured residents receive timely access to quality health care services.

Central Health is soliciting bids from suppliers qualified and capable of providing the commodity and/or service as specified within this Invitation for Bid (IFB). It is the sole responsibility of supplier to ensure that its IFB response is delivered in the format designated in the IFB Schedule to the proper location on time.

This IFB is not an order. An invitation to participate in this IFB does not commit Central Health to pay for any costs incurred in the preparation or submission of any bid. The IFB does not represent a notice to Bidders to procure the materials or supplies described herein.

Any award resulting from this IFB will be on the basis of what is most advantageous to Central Health, taking into consideration price and how well the bidder meets the specifications set forth in the IFB, or as otherwise allowed by law. Any bids accompanied by terms and conditions that conflict with the General Terms and Conditions included in Section 4 of this IFB may be considered unacceptable.

Any prospective Bidder desiring an explanation or interpretation of the IFB solicitation and/or specifications, etc., must put their request in writing by the deadline stated in the IFB Schedule of Events. Responses to all questions will be posted by Central Health on BidSync by the date and time noted in the IFB Schedule of Events. No oral explanations or instructions given before the award for the contract shall be binding.

Unless the context suggests otherwise, the terms “Agreement”, “Contract”, or “Purchase Order” as used in this IFB (whether capitalized or not) shall refer to the same written agreement for the procurement of items of tangible personal property or services, or both.

2 Specific Bid Requirements

2.1 Preparation of Bids. Bids will be prepared in accordance with the following:

2.1.1 Bidders must thoroughly examine all documents in the Invitation for Bid (IFB), including any drawings, specifications, schedule, and instructions. Bidders should ensure they are knowledgeable of any delivery requirements stated in the IFB. If necessary or relevant to the bidding process, a site visit may be arranged as outlined in the Bid Schedule on page 1.

2.1.2 By submitting a bid, the Bidder warrants that he/she can fulfill all specifications, as amended if applicable, and have taken into account all circumstances or conditions relevant to determine its bid price(s). There will be no increase in the contract price based upon a Bidder’s misunderstanding or lack of knowledge about the scope or intent of this solicitation.

2.1.3 Bidders must submit bids on the forms furnished. Other bid forms are not acceptable.

2.1.4 Bidders must furnish all information required by the IFB. Unless otherwise specified, the Bidder must:

2.1.4.1 state the specific time of proposed delivery of items offered in the bid;

2.1.4.2 itemize prices by unit; and

2.1.4.3 provide pricing both with and without hardware, if required by proposed solution.

2.1.5 All costs incurred by Bidders in preparation and presentation of the bid shall be absorbed by the Bidder. Additionally, unless otherwise requested by Bidder, all materials, supporting documentation, manuals, etc. submitted with the bid will become the property of Central Health and will not be returned to Bidder.

2.1.6 An authorized representative from the Bidder's company must sign all IFB responses.

2.1.7 No material, labor, or facilities will be furnished to the Awarded Bidder by Central Health unless otherwise provided for in this IFB.

2.2 **Central Health Rights.**

2.2.1 Central Health reserves the right to amend this IFB prior to the date that Bid submissions are due. If it becomes necessary to amend any part of the IFB, an amendment will be provided to all interested Bidders via BidSync.

2.2.2 Central Health reserves the right to withdraw this IFB, at its sole discretion, at any time. Such withdrawal is effective upon issuance of written notice.

2.2.3 Central Health reserves the right to make or not make an award based solely on the bids, or to discuss further with one or more of the suppliers.

2.2.4 Central Health may reject all bids and re-advertise if appropriate, whenever it is in the best interest of Central Health.

2.2.5 Central Health may reject any bid if it is not satisfactory to Central Health. Central Health may reject any part of a bid unless the bid has been qualified as All or None.

2.2.6 Central Health may waive any minor informalities or irregularities in any bid.

2.3 **Pre-bid Conference.** This Section applies if a pre-bid conference will be held:

2.3.1 Bidders are encouraged to attend the Pre-Bid conference, if any, and make their attendance a matter of record by completing a sign-in roster identifying the prospective Bidder, along with the name and title of their attending representative.

2.3.2 The purpose of the Pre-Bid Conference is to ensure:

2.3.2.1 A clear understanding of Central Health's needs,

2.3.2.2 The accuracy of specifications, descriptions, and other solicitation documents, and

2.3.2.3 Any issues that might prevent Central Health from obtaining the proper services or items (e.g., equipment/supplies), at a fair and reasonable price, or that may inhibit a fair and accurate solicitation or restrict competition can be resolved.

- 2.3.3 Any specification changes resulting from the Pre-Bid Conference or other changes which may require an extension to the bid opening date will be reduced to writing in the form of an amendment to this IFB. Such amendment will be disseminated to all prospective Bidders.
- 2.4 **Description of Goods and Supplies.** Any catalog or manufacturer's reference in this IFB is merely descriptive, unless specifically stated otherwise. The reference is used only to indicate type and quality of goods. Bidder must state exactly what brand name and model number it intends to furnish in the "Description" column for each item on the Bid Sheet. If no entry is made in the "Description" column for any item, Bidder must furnish the exact brand name and model number referenced in the item description if awarded the contract.
- 2.5 **Bid Prices.** Bidders must enter unit prices in the Item Response Form based on following criteria:
- 2.5.1 Bidder must quote prices that include any and all associated costs necessary to properly provide the items or services, including the cost of all labor, equipment, materials, and travel, including travel to the site, and the cost of shipping, delivery, and offloading of all items to the designated FOB point.
- 2.5.2 When the Bidder must provide both unit prices and a total price, the unit price governs if a conflict exists between the unit price and total price.
- 2.5.3 Bidder must not include federal or Texas limited sales, excise and use taxes in bid prices because Central Health is exempt from paying these taxes (Tex. Tax Code §151.309).
- 2.5.4 Bidder warrants that its price will remain firm and subject to acceptance by the Central Health until at least 120 days after the bid opening date.
- 2.5.5 Bidders may offer discounts for prompt payment, but such discounts will not be considered in determining which Bidder offers the lowest bid when making a contract award.
- 2.6 **Purchase Order or Contract.** Awarded Bidder will not deliver any items and/or perform any services until a Purchase Order or Contract number is assigned by the designated representative of the Central Health Purchasing Office. All invoices submitted to Central Health must reference a valid Purchase Order or Contract number. Upon issuance of a Purchase Order or Contract, a representative from Central Health's Purchasing Office will contact the awarded Bidder to coordinate product shipping and delivery or work to be performed. Bidder must respond by supplying the products and/or services at the time required.
- 2.7 **Delivered Supplies.**
- 2.7.1 If the Awarded Bidder did not specify it intends to furnish an alternative brand or item, that Bidder must furnish items exactly as specified in the item description.
- 2.7.2 Bidder certifies that any substitute brand matches the essential performance and salient characteristics of any brand name stated in the item description and must replace it if it does not conform.
- 2.7.3 All items solicited in the IFB to be provided by the prospective Bidder shall be the latest improved model meeting specifications in current production at the time of delivery. Items shall be new, in first class condition, including all parts, components, and accessory items, with containers suitable for shipment and storage, unless otherwise indicated in the IFB invitation. Bidders shall submit material safety data sheets on quoted items, when applicable.
- 2.7.4 Bidder will deliver equipment completely assembled, adjusted, serviced, and ready for continuous heavy-duty service.

2.8 **Acknowledgement of Receipt Form.** The Acknowledgement of Receipt Form (Exhibit B) must be completed and submitted with your bid. It includes the explanation and instructions required for completion.

2.9 **Historically Underutilized Business (HUB) Declaration.** The HUB Declaration Form (Exhibit D) must be completed and submitted with your bid. It includes the explanation and instructions required for completion.

2.10 **Clarification of Bid Specification.**

2.10.1 If a potential Bidder is in doubt about the true or intended meaning of any part of the IFB, the potential Bidder may ask for clarification in writing any time before the Question Submittal End Date specified in the Schedule of Events.

2.10.2 After the Question Submittal and Response End Dates, a potential Bidder may submit a written request for clarification to the Central Health Agents for this IFB identified in Section 2.21 if further clarification is desired or the Bidder objects to the IFB. Central Health may, in its sole discretion, choose to respond to objections or requests for clarification submitted after the Question Submittal and Response End Dates. A request for clarification must be submitted on BidSync or delivered to the Central Health Purchasing Office at least 5 days before the scheduled opening of bids. The person making the request is responsible for its timely delivery. The Purchasing Office only responds to requests for clarification in Bid Amendments posted on BidSync. Bidders cannot rely on any explanation or interpretation that is not in compliance with this paragraph.

2.11 **Bid Bonds.** If Section 3 (Specifications) of this IFB states that a Bid Bond is required, Bidder must submit a Bid Bond equal to 5% of its bid when Bidder submits its bid. The Bid Bond may be submitted in any of the following forms: 1) a SURETY BID BOND executed with a Surety Company authorized to do business in Texas, 2) a CASHIERS CHECK made payable to Central Health, or 3) an IRREVOCABLE LETTER OF CREDIT made payable to Central Health. The Bid Bond must be conditioned on the Bidder executing a contract, if awarded the contract, and providing a Performance Bond, if required. Central Health returns Bid Bonds no later than 10 days after the later of contract award or the successful Bidder providing a Performance Bond, if required.

2.12 **Representations Based on Submission.** By submitting a bid, the Bidder represents and warrants that:

2.12.1 If Bidder is awarded a contract, it will not make any plea for an increase in the contract price or to vary Central Health's contract terms, conditions, or other requirements due to:

2.12.1.1 Bidder's ignorance of the contract terms;

2.12.1.2 Bidder's failure to make the necessary investigations about the IFB conditions and requirements; or,

2.12.1.3 Bidder's inability to fulfill every detail of the IFB requirements and

2.12.2 If Bidder stated a brand or model in the "Description" column on the Bid Sheet other than the reference used by Central Health, the substituted brand or model matches the essential performance and salient characteristics of the brand name referenced by Central Health and will replace the substitute if it does not conform.

2.12.3 Bidder's failure to follow any instructions set forth in this IFB could result in rejection of Bidder's bid at the sole discretion of Central Health.

- 2.13 **Withdrawal of Bid.** A Bidder may not withdraw its bid after the time scheduled for bid opening, unless a written withdrawal request is submitted to and approved by Central Health.
- 2.14 **Late and Alternative Bids or Modification.** Central Health will not accept a bid or modification to a bid received after the time scheduled for bid opening. Nor will Central Health accept an alternative bid.
- 2.15 **Pre-award Survey.** After bid opening and before award, Central Health may perform a pre-award survey of any of the Bidder's facilities and equipment that will be used in the performance of fulfilling the terms of any contract resulting from this IFB. Bidder agrees to allow such survey if Central Health gives the Bidder at least (1) week notice. Failure to allow a requested survey may result in disqualification of the bid as non-responsive. Central Health may reject facilities or equipment as inadequate to perform this IFB as a result of the pre-award survey.
- 2.16 **Method of Award of Contract.**
- 2.16.1 Award, if any, will be made to the responsive and responsible Bidder submitting the lowest bid price for the item(s) as specified in the Item Response Form and the best Delivery Time or Delivery Schedule.
- 2.16.1.1 A bid is “responsive” if it conforms in all material respects to the requirements set forth in the IFB, and the Bidder provides all of the forms and information required in the IFB and allows any required pre-award survey of its facilities and equipment. To be considered responsive, Bidder must bid on all items in a group or groups that must be awarded together as stated in the IFB.
- 2.16.1.2 A Bidder is “responsible” if it has furnished, as part of its bid, information and data to prove that its financial resources, production and service facilities, personnel, service reputation and experience are adequate to satisfactorily perform the Services or provide the goods described in the IFB. Examples of factors which might support a reasonable conclusion that a Bidder is not responsible may include inadequate facilities or equipment to perform the work on time, lack of sufficient experience based on the size or complexity of the work, or inability to obtain required bonds or insurance.
- 2.16.2 Central Health may award a contract(s) on an “all or none”, or “group” or “line item” basis, meaning Central Health may accept any single item or group of items in a Bidder’s bid; provided, that the Bidder limits acceptance of her bid to an "All or None" basis. The Delivery Time or Delivery Schedule offered by Bidders will be considered in determining the lowest and best bid.
- 2.16.3 If the Bidder’s principle place of business is not in Texas (i.e., is a nonresident Bidder), Texas law requires the nonresident Bidder underbid all Texas Bidders by the same amount that Texas Bidders would be required to underbid that Bidder in the nonresident Bidder’s home state (Tex. Gov’t Code Ch. 2252). Notwithstanding the foregoing, this provision does not apply to a contract involving federal funds.
- 2.16.4 If two or more responsive, responsible Bidders submit the lowest and best bid, Central Health will decide among them by drawing lots. Central Health may not award a contract to a Bidder who is not the lowest dollar Bidder meeting specifications unless, before the award, each lower Bidder is given notice of the proposed award AND an opportunity to present written evidence about that Bidder's responsibility or responsiveness to the Central Health President and CEO or his designee.
- 2.16.5 A rebate program shall not be considered in the award of this IFB unless it is stated on the IFB response and is applicable only to those items in the IFB. The products of a rebate program must be identified. Central Health prefers that the prices quoted and to be honored are equal to the price that would be available to Central Health after rebate, so that Central Health does not have to apply for rebates.

- 2.17 **Scope of Contract.** This is a firm-fixed price, estimated quantity contract calling for delivery of the products and services offered. Upon acceptance of a bid by Central Health and issuance of an executed Purchase Order or Contract, Bidder shall be obligated to deliver the products and services at the stated prices, within the time specified, and in accordance with all Terms and Conditions and General Provisions contained herein and the resulting Contract. Actual requirements will be stated through issuance of individual Purchase Orders against the Contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such Purchase Orders are issued. Any Delivery Schedule produced by Bidders in response to this IFB shall apply to the individual Purchase Orders.
- 2.18 **Warranty.** The successful bidder shall provide warranty documentation with bid submission.
- 2.19 **Contract Administrator.** The person or department named below shall act as Contract Administrator on behalf of Central Health after the award:

Rachel Toronjo, Owner Representative-Project Manager
 Central Health
 1111 E. Cesar Chavez Street
 Austin, TX. 78702
 512-978-8154
rachel.toronjo@centralhealth.net

- 2.20 **Insurance.** Bidder shall submit proof of its insurance coverage, which must be in in types and amounts generally accepted as prudent for the line of business in which Bidder is engaged. Depending on the nature of the goods or services provided by Bidder, supplemental insurance requirements may be imposed in the Contract.

2.21 **Central Health Agents for IFB**

General Terms & Conditions Questions	Specifications and Technical Questions
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Misty Salamero
Senior Purchasing Analyst
 Central Health
 1111 E. Cesar Chavez
 Austin, TX 78702
 Phone: (512) 978-8599
 e-mail:
misty.salamero@centralhealth.net

Scott Levine
Procurement Agent
 Central Health
 1111 E. Cesar Chavez
 Austin, Texas 78702
 Phone : (512) 978-8162
 e-mail : scott.levine@centralhealth.net

The abovenamed individuals will maintain a record of all communications between the Bidder and Central Health, including questions asked and the responses given during the bid process.

3 Specifications

3.1 Bid Price

Line Item	Designation	Manufacturer/Part Number	Description	Qty	U O M	Unit Price	Overall Price
1	Dental Lab	Buffalo Dental (61790a)	Grinder – 10" Model Trimmer (wet model)	1	EA	\$	\$
2	Dental Lab	Buffalo Dental (84500)	Vibrator – Extra Heavy Duty Vibrator	1	EA	\$	\$
3	Operatories	Henry Schein (100-2532)	Amalgamator – HS-1	2	EA	\$	\$
4	Operatories	MidMark (153758-003)	Patient Chair Unit – UltraTrim LR Chair with Standard Upholstery	11	EA	\$	\$
5	Operatories	MidMark (ultra)	Patient Chair Upholstery – Upcharge for MidMark Ultraleather Upholstery	11	EA	\$	\$
6	Operatories	MidMark (153600-003)	LR Unit – Procenter LR Unit	11	EA	\$	\$
7	Operatories	MidMark (387-4025)	Cavitron – UltraSonic Scaler	1	EA	\$	\$
8	Operatories	MidMark (029-2605-00)	Tubing – Tubing for ISO-C Fiber Optic Handpiece-Factory	11	EA	\$	\$
9	Operatories	MidMark (153604lr)	Hub Mount – Assistant's Instrument Unit, Rear Chair Hub Mount	11	EA	\$	\$
10	Operatories	MidMark (029-2563-00)	HVE – Second HVE – Factory Installed	11	EA	\$	\$
11	Operatories	MidMark (153829)	Track Light & Monitor	11	EA	\$	\$
12	Operatories	MidMark (153811)	Dentist Stool	11	EA	\$	\$
13	Operatories	MidMark (154135)	Dentist Stool Upholstery – Upcharge for Ultraleather Upholstery	11	EA	\$	\$
14	Operatories	Midmark (153812)	Dental Assistant Stool	11	EA	\$	\$
15	Operatories	MidMark (ultra)	Dental Assistant Stool Upholstery – Upcharge for Ultraleather Upholstery	11	EA	\$	\$
16	Operatories	Spring Health Products (TC-3)	Curing Lights – The Cure – TC-3	2	EA	\$	\$
17	Operatories	MidMark	X-Ray – Preva DC intraoral w/mounting pass through kit	4	EA	\$	\$
18	Operatories	Henry Schein (9007931)	Lead-free apron – Maxi Guard lead-free x-ray apron (adult)	2	EA	\$	\$
19	Operatories	Henry Schein (9007932)	Lead-free apron – Maxi Guard lead-free x-ray apron (child)	1	EA	\$	\$
20	Operatories	McKesson (81-11100)	Mayo Instrument Stand – Ball bearing quadripod caster base adjustable	2	EA	\$	\$
21	Operatories	MidMark (am-100)	Cabinetry – Artizan Treatment station design for whole operatory rear and side stations with 5-year Warranty	7	EA	\$	\$

List continued on next page

22	Pediatric Bay	MidMark (am-100c)	Cabinetry – Artizan treatment station design to ped bay with 5-year Warranty	4	EA	\$	\$
23	Pano Room	VATECH	Panoramic x-ray – PAXIPANO PaX-I	1	EA	\$	\$
24	Pano Room	Henry Schein (9007931)	Lead-free apron – Maxi Guard lead-free x-ray aprons (adult	1	EA	\$	\$
25	Vac Room	MidMark (g5)	PowerVac G, Single, 5-7 users	1	EA	\$	\$
26	Vac Room	MidMark (P52)	PowerAir Oil-less compressor (5-7 users; 230V)	1	EA	\$	\$
27	Vac Room	MidMark (77002147)	Water Filter/Bypass System, Solenoid and low voltage contactor, 1” piping	1	EA	\$	\$
28	Vac Room	MidMark (002-1494-00)	Sometex Nxt Hg5 Amalgam separator system for 1-10 users	1	EA	\$	\$
29	Vac Room	MidMark (77001590)	3-button Control Panel for water/air/vacuum	1	EA	\$	\$
30	Med Gas	MidMark (36100)	Nitrous – Package B Ultra PC™ % Flowmeter, 4-Cylinder Portable System, Scavenging Circuit II	2	EA	\$	\$
31	Decontamination	KaVo (1008.3805)	Handpiece – QuattroCare Plus Handpiece Maintenance/Clean/Lube	1	EA	\$	\$
32	Decontamination	MidMark (qc3-01)	Quickclean Ultrasonic Cleaner – 3.3 gal Tabletop Unit	2	EA	\$	\$
33	Sterilization Room	MidMark (m11-040)	Sterilizer- M11 Steam Sterilizer (115V)	4	EA	\$	\$
34	Sterilization Room	MidMark (9A586002)	Drain System – VistaCool Double Direct to drain system for M11s	1	EA	\$	\$
35	Sterilization Room	MidMark (v3000)	Water Generator – SciCan CistaPure distilled and bottled water generator	1	EA	\$	\$
		Total Amount (F.O.B. Destination – Seller bears risk until goods are received)		\$			

3.2 Delivery:

7050 Elroy Road, Del Valle, Texas 78617

ESTIMATED JOBSITE DELIVERY DATE: February 15, 2023

3.3 Warranty: The Bidder’s standard warranty for the equipment shall apply and be spelled out unless the vendor chooses to offer an extended warranty as a no-cost item. The bid must contain a description of the warranty which addresses: (use separate sheet for warranty information)

3.3.1 Duration of coverage and specifics.

3.3.2 Standard working hours during which warranty labor is provided without charge.

3.3.3 Cost (if any) of labor outside of normal working hours.

3.3.4 Frequency and scope of routine and preventive maintenance included under warranty. The vendor will provide a preventive maintenance checklist and a list of supplies required for PM’s.

3.4 **Cost of Service Agreement:** after standard first 12 month warranty expires. Describe extent of coverage.

Second Year \$ _____
Third Year \$ _____
Fourth Year \$ _____
Fifth Year \$ _____

3.5 **Additional Requirements:**

3.5.1 **Loaner:** Contractor shall provide a loaner of corresponding type and model free of charge for any equipment that requires repair or while waiting for replacement parts during the warranty period.

Agree: Yes _____ or No _____

Comments:

3.5.2 **Receiving and Offloading:** Cost to receive and offload shall be included in your bid price. The site does not have a loading dock or equipment (i.e. pallet jack or forklift) to offload.

Agree: Yes _____ or No _____

Comments:

3.5.3 **Installation:** Cost of installation if required shall be included in your bid price. The installation schedule shall cooperate with the end-user department in developing an installation plan.

Agree: Yes _____ or No _____

Comments:

3.5.4 **Training:** On-site training shall be provided at no cost to Central Health. Include details of such training.

Agree: Yes _____ or No _____

Comments:

3.5.5 **Returns:** Any item(s) found to be defective shall be returned at the vendor's expense and replaced within 7 to 10 business days.

3.5.6 **Shipping Documents:** All shipping documents must indicate corresponding Purchase Order or Contract Number to facilitate tracking and ensure timely payment of invoices.

Signify acceptance and compliance to the terms and conditions of this IFB by signing below:

Company Name: _____

Vendor Authorized Signature: _____

Title: _____

Print Name: _____

Date Signed: _____

4 General Terms and Conditions

4.1 Definitions.

- 4.1.1 "Agreement" means the Contract or Purchase Order awarded pursuant to the IFB.
- 4.1.2 "Bid" means the response submitted by any entity to this Invitation for Bids (IFB).
- 4.1.2 "Bidder" means any party submitting a Bid pursuant to this IFB, whether or not they are selected as the Contractor.
- 4.1.3 "Board" means the Central Health Board of Managers, or its designee as appropriate.
- 4.1.4 "Central Health" means the Travis County Healthcare District, d/b/a Central Health, a hospital district formed under Texas Health and Safety Code Chapter 281.
- 4.1.5 "Contract" means the Agreement awarded pursuant to the IFB.
- 4.1.6 "Contractor" means a supplier who receives an award of contract from Central Health pursuant to this IFB.
- 4.1.7 "County" means Travis County, Texas, a political subdivision of the State of Texas.
- 4.1.8 "Free on Board" means FOB Destination a shipping term which means that the bidder retains the legal title to the goods until they reach the location of the buyer.
- 4.1.9 "Historically Underutilized Business" or "HUB" means any Bidder formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as either African American, Hispanic American, Asian Pacific American, Native American, or Woman of any ethnicity have the following rights:
- 4.1.9.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and
- 4.1.9.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is to be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.
- 4.1.10 "Party" or "Parties" means either Central Health or Contractor, or both, as appropriate to the context.
- 4.1.11 "Purchasing Agent" means the Central Health Purchasing Agent.

4.1.12 "Sub-contractor" means a person or firm doing business with a Contractor and providing services under the Contract.

4.2 **Funding.** Funds for payment on this Contract are available in the Central Health budget approved by the Board for this fiscal year only. The Texas Constitution prohibits the obligation of public funds beyond the fiscal year for which a budget has been approved. However, Central Health expects the supplies to be procured pursuant to any Contract awarded hereunder to be an integral part of future budgets to be approved during the term of any such Contract. Central Health cannot guarantee the availability of funds and will award and enter a Contract only to the extent such funds are made available. The Fiscal Year for Central Health extends from October 1st of each calendar year to September 30th of the next calendar year.

4.3 **Funding Out.** Despite anything to the contrary in this Contract, if, during budget planning and adoption, the Board fails to provide funding for this Contract for the following fiscal year of Central Health, Central Health may terminate this Contract without penalty after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it. If the contract is so terminated, Central Health shall pay for all goods or services already delivered in compliance with the Contract.

4.4 **Price Escalation.** Price escalation will be considered by the Purchaser when the Contractor can show cause substantiating the need for an increase. The Contractor will be required to furnish a certified affidavit which states that the increase represents the costs for materials only and shall submit evidence from the suppliers which details the pricing changes, the effective date for the change and any other information requested by the Purchaser to verify the price change.

If approved by the Purchaser, a properly executed contract modification must be signed by the Contractor and Central Health to reflect the price change and the effective date for the change. Original bid prices are in effect until the modification has been fully executed.

Any material(s) delivered by the Contractor at the new price, without a properly executed contract modification signed by the Purchaser, is made at the Contractor's risk. Consequently, in the event that such modification is not executed by Central Health, the Contractor hereby releases Central Health from any liability whatsoever to pay for delivered items at the new price prior to the Contractor's receipt of the fully signed modification.

The Purchaser reserves the right to seek competitive pricing information on said item(s) from other suppliers and to procure such item(s) in a manner which serves the best interest of Central Health. A minimum period of six (6) months must elapse between escalation requests.

4.5 **Price Reduction.** If at any time after the date of the bid, the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction is available to Contractor's customers generally. For purposes of this provision, a "general price reduction" shall mean any horizontal reduction in the price of the product or service sought in the IFB and covered by this contract: (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for a class of customers. The Contractor shall invoice Central Health at such reduced prices and indicate that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor shall also notify the Purchaser of any general price reduction within ten (10) days after its effective date. Such notice shall include the content described in Section 3 and be provided in accordance with the notice provision contained herein by letter. Failure to timely and properly notify Central Health may result in termination of this contract.

4.5.1 The Contractor shall furnish, within ten (10) days after the end of the contract period, a statement certifying either:

4.5.1.1 That no general price reduction, as defined above, was made after the date of the bid or offer; or

4.5.1.2 If any such general reduction were made, that as provided above, they were reported to the Procurement Officer within ten (10) days and applied to all invoices submitted to Central Health.

4.5.2 When one such general price reduction is made, the statement furnished by the Contractor shall include with respect to each price reduction:

4.5.2.1 The date when notice of any price reduction was issued; and

3.28.2.2 The effective date of the reduction.

4.6 **Invoicing/Payments.**

4.6.1 Contractor shall provide Central Health with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.

4.6.2 All shipments will be accompanied by a packing slip indicating the Purchase Order or Contract number, and unit of measure and price, when applicable.

4.6.3 At a minimum, invoices shall include:

4.6.3.1 name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different person, entity, or address;

4.6.3.2 Central Health Purchase Order or Contract number;

4.6.3.3 identification of goods or supplies provided under the Agreement;

4.6.3.4 quantity or quantities, applicable unit prices, total prices, and total amount; and

4.6.3.5 any additional payment information called for by this Agreement.

4.6.4 Central Health will make payment to Contractor by electronic payment upon satisfactory delivery and acceptance of products and services and submission of an electronic invoice to FINANCE@centralhealth.net with copy to Central Health's Contract Administrator.

Contractor will submit invoices within five (5) working days of product shipment to Central Health. Failure to submit invoices in a timely manner may result in a delay of payment.

Central Health will not make payment for invoices that are in excess of the amount authorized by the Central Health Board in the Fiscal Year budget.

4.6.5 Payment shall be deemed to have been made on the date of mailing of the check or electronic payment submission. For purposes of payment discounts, time will begin upon satisfactory delivery of products and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by Central Health prior to Contract award.

4.6.6 Continual invoicing and packing slip errors may cause Central Health to cancel this Contract.

4.6.7 The Contractor shall state any discount terms per unit that will apply during the term of the Contract. Discount Terms should be offered as long as prices are not escalated in order to offer these terms.

- 4.7 **Term of Contract.** The contract term shall be in full force and effect for the period required for the complete shipment and receipt of the products and services covered by this Agreement, including any warranty periods and any extensions of time as provided in this Agreement, unless sooner terminated as provided for in this Agreement.
- 4.8 **Option to Extend.** The Agreement may be mutually extended in writing without the need for an amendment only if it does not impact the quantities of products or services and costs associated with the Agreement.
- 4.9 **County Taxes.** Despite anything to the contrary in the Contract, if the Contractor is delinquent in payment of property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this Contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
- 4.10 **Prompt Payment Act.** Accrual and payment of interest on overdue payments will be governed by Chapter 2251 of the Texas Government Code.
- 4.11 **FOB Point.** Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries. Delivery of all products under this Contract shall be made Free on Board to final destination, at the address shown in this Contract or as indicated on each Purchase Order placed against this Contract. The title and risk of loss of supplies shall not pass to Central Health until acceptance takes place at the FOB point.
- 4.12 **Inspection and Acceptance.** Central Health reserves the right to reject those goods and supplies which are damaged or which do not conform to the specifications outlined in the IFB.
- 4.13 **Variation in Quantity.** No variation in the quantity of any goods or supplies called for by this Contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Contract.
- 4.14 **Other Items and Services.** Central Health is not obligated to order products or services not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statutes
- 4.15 **Nondiscrimination.**
- 4.15.1 Compliance with Regulations: Contractor shall comply with the requirements in any applicable federal laws and regulations (“the Regulations”), as they may be amended, which are herein incorporated by reference and made a part of this Bid. These Regulations may include, but are not limited to: Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act.
- 4.15.2 Nondiscrimination: Contractor shall not discriminate on the grounds of race, color, sex (including pregnancy, sexual orientation, and gender identity), or national origin in the selection and retention of Sub-contractors, including procurements of materials and leases of equipment. Each potential Sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4.15.3 Sanctions for Noncompliance: If Contractor does not comply with the nondiscrimination provisions of this IFB, Central Health shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding payments to Contractor under the Contract until Contractor complies, or cancellation, termination or suspension of the Contract, in whole or in part
- 4.15.4 Incorporation of Provisions: Contractor will include the provisions regarding representation on information and reports and provisions regarding nondiscrimination in every subcontract it enters

under this Contract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant to them.

4.16 **Change Orders and Amendments.** This Contract may be amended by a unilaterally executed Purchase Order Change Order issued by Central Health or a written instrument signed by both Central Health and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF CENTRAL HEALTH HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE BOARD.

4.17 **Representations.**

4.17.1 Contractor represents that it has thoroughly examined the IFB and all documents attached thereto, including these General Terms and Conditions. Contractor also represents that it has made all investigations necessary to be thoroughly informed regarding the facilities at which Contractor may be required to deliver material, equipment and/or services.

4.12.2 Contractor warrants to Central Health that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference in this IFB or Contractor's Bid, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense. Any and all warranties granted Central Health shall apply for the duration of this Contract or for the life of equipment or supplies purchased, whichever is longer

4.17.3 The Contractor's delivery time in days shall be in calendar days (includes weekends and holidays, but if the final day is on a weekend or holiday, the delivery shall be the next business day).

4.17.4 Contractor certifies that it is a qualified, bondable business entity that it is not in receivership and does not contemplate it, and further that it has not filed for bankruptcy. Contractor further certifies that if it operates as a created entity ("Company" including Corporation, LLC, LLP, Partnership, etc.) such Company is not delinquent with respect to payment of County property taxes.

4.17.5 Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the Contract have been adhered to and further warrants that Central Health shall not be liable for any infringement of those rights. Central Health must not extend use of the granted exclusive rights to any other than Central Health employees or those with whom Central Health has established a relationship aimed at furthering the public interest, and then only for official public uses. Central Health will not knowingly or intentionally violate any applicable patent, license, or copyright. CONTRACTOR AGREES TO INDEMNIFY CENTRAL HEALTH, ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ALL CLAIMS, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING PATENTS, LICENSES OR COPYRIGHTS APPLICABLE TO ITEMS SOLD.

4.17.6 Contractor warrants that upon execution of a Contract with the Central Health, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, gender identity, sexual orientation, creed, handicap, or national origin and will submit reports as Central Health may require to assure compliance.

4.17.7 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and established commercial selling agencies maintained by the Contractor to secure business. For breach of this warranty, Central Health shall have the right to terminate this Contract without liability, or in its discretion to deduct from the Contract price, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.

4.18 **Subcontracts.**

4.18.1 Contractor shall not enter into any subcontracts for any service or activity under control of the Contractor relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from Central Health. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF CENTRAL HEALTH HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE BOARD.

4.18.2 If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to provide HUBs with the maximum opportunity to be subcontractors under this Contract. Contractor must obtain Central Health approval of all proposed HUB subcontractors through the Purchasing Agent. Contractor's failure to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

4.19 **Assignment.**

4.19.1 The Parties to this Contract shall not assign or transfer any of the rights or obligations hereunder without the prior written consent of the other Party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF CENTRAL HEALTH HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT OR TRANSFER UNDER THIS CONTRACT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY THE BOARD.

4.19.2 The terms, provisions, covenants, obligations, and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the Parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

4.19.3 Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership of Contractor. If a change of name or ownership occurs or is planned, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until approved by Central Health.

4.20 **Disputes and Appeals.** This Section applies to all disputes. The Contract Administrator acts as the Central Health representative in the issuance and administration of this Contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Contract Administrator or other authorized Central Health employee, in relation to disputes is void unless otherwise stated in this Contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Contract Administrator, or other authorized Central Health employee, the Contractor must submit written notice to the Contract Administrator within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

4.16 **Mediation.** When mediation is acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the

mediation shall remain confidential as permitted by §154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.

4.17 Non-Waiver of Default.

4.17.1 No payment, act, or omission by Central Health may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF CENTRAL HEALTH MAY WAIVE ANY BREACH OF ANY TERM OR CONDITION OF THIS CONTRACT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE BOARD.

4.17.2 All rights of Central Health under this Contract are specifically reserved, and any payment, act, or omission shall not impair or prejudice any remedy or right of Central Health under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

4.17.3 Termination for Default. Either Party's failure to perform any material provision(s) of this Contract shall constitute a breach of the Contract. Either Party may require corrective action by providing written notice to the breaching Party citing the exact nature of its breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within ten (10) calendar days after the written notice shall constitute a default. The defaulting Party shall then be given an additional twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of Central Health shall be issued by the Contract Administrator or Central Health legal representative only, and all replies to the same shall be made in writing to the Central Health Contract Administrator. Notices issued by or to anyone other than the Contract Administrator shall be null and void and shall be considered as not having been issued or received. In case of default by Contractor, Central Health reserves the right to enforce the performance of this Contract in any manner prescribed by law and may contract with another Party with or without competition or further notification to the Contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing comparable supplies to those described by this Contract, or compensate for any loss or damage to the Central Health derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, Central Health, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

4.17.4 Termination for Convenience. Central Health reserves the right to terminate this Contract upon thirty (30) days written notice for any reason. In the event of such termination, Central Health shall pay Contractor those costs directly attributable to supplies or materials obtained by Contractor in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall Central Health pay any costs which can be mitigated through the sale of supplies or inventories. If Central Health pays for the cost of supplies or materials obtained for use under this Contract prior to termination, then those supplies or materials shall become the property of Central Health and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Agent. Central Health shall not be liable for loss of any profits anticipated under this Contract.

4.18 **Gratuities.** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of Central Health with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. Central Health may terminate this Contract if it is found that gratuities of any kind were offered or given by the Contractor or any agent or representative of the Contractor, to any Central Health Board member, officer or employee with a view

toward securing favorable treatment with respect of this Contract. If this Contract is terminated by the Central Health pursuant to this provision, Central Health shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

4.19 **Central Health Access.** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of Central Health all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the Central Health, as appropriate, and shall state what efforts it has made to obtain the information. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Contract term, whichever occurs first; provided, however, the records shall be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

4.20 **Contractor Claims Notification.**

4.20.1 If any claim, or other action, that relates to Contractor's performance under this Contract, including a proceeding before an administrative agency, is made or brought by any person or entity against Contractor, Contractor shall give written notice to Central Health of the following information within ten (10) working days after being notified of it:

4.20.1.1 The existence of the claim, or other action;

4.20.1.2 The name and address of the person or entity that made a claim, or that instituted any type of action or proceeding;

4.20.1.3 The alleged basis of the claim, action or proceeding;

4.20.1.4 The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and

4.20.1.5 The name or names of any other person(s) or entities against whom this claim is being made.

4.20.2 Except as otherwise directed, Contractor shall furnish to Central Health copies of all pertinent papers received by Contractor with respect to these claims or actions and all court pleadings related thereto.

4.21 **Contractor Liability and Indemnification.** **CONTRACTOR SHALL INDEMNIFY CENTRAL HEALTH, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND WHETHER MERITORIOUS OR NOT AND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, ARISING IN CONNECTION WITH THE GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR UNDER THIS CONTRACT. IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS CONTRACT, BOTH CONTRACTOR AND CENTRAL HEALTH THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT CENTRAL HEALTH FROM THE CONSEQUENCES OF CONTRACTOR'S ACTIONS.**

4.22 **Certification of Eligibility.** By submitting a Bid in response to the IFB, the Bidder certifies that at the time of submission, Bidder is not on the federal government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of Bid submission and time of award,

the Bidder will notify the Central Health Purchasing Agent; failure to do so may result in terminating this Contract for default.

4.23 Construction and Interpretation of Contract.

4.23.1 This Contract is governed by the laws of the State of Texas, without regard to its conflicts of laws principles, and all obligations under this Contract are performable in Travis County, Texas. Venue for any dispute arising out of this Contract will be in the appropriate court of Travis County, Texas.

4.23.2 If inconsistency exists between provisions of the IFB, the Contract, any Purchase Order, or the bid submitted, the inconsistency shall be resolved by giving precedence to the documents or portions of documents in the following order:

4.23.2.1 Purchase Order, including these General Terms and Conditions;

4.23.2.2 IFB specifications;

4.23.2.3 IFB Bidding Instructions and Requirements;

4.23.2.4 IFB General Provisions;

4.23.2.5 Other provisions or instructions, whether incorporated by reference or otherwise

4.23.2.6 The contents of the Bidder's response.

4.23.3 If any Contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, such determination of invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained in the Contract.

4.23.4 This Contract contains the entire agreement between the Parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this Contract are of no force, having been intentionally omitted.

4.23.5 Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part and are not to be used in construing this Contract.

4.23.6 If a word is used with reference to a particular industry, trade, or specialized subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.

4.23.7 When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Central Health has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Time (adjusted for Daylight Savings Time or Standard Time as appropriate).

4.23.8 Words in the present or past tense include the future tense. Words in the singular form include the plural form and vice versa. Similarly, words in the masculine gender include the feminine and neuter genders.

4.23.9 Provisions and words, phrases, and statutes referred to therein, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code Chapters 311 and 312.

4.24 **Additional General Provisions.**

4.24.1 Contractor must comply with all federal and state laws and regulations, city and County ordinances, orders, and regulations that relate in any way to performance under this Contract.

4.24.2 Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.

4.24.3 Contractor must pay all property, sales, and other taxes and license fees imposed by the federal and state governments and their agencies and political subdivisions on account of Contractor's business.

4.24.4 Contractor must not execute any mortgage or lien, or issue any bonds, shares of stock, or other evidence of interest in or against any Central Health owned buildings or personal property.

4.24.5 Contractor shall give consideration to recycled boxes, water soluble peanuts, and other products that replace bubble wrap and petroleum-based peanuts which are harmful to the environment.

4.25 **Modifications.**

4.25.1 The Central Health Contract Administrator may at any time, by written order to Contractor, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one of the following:

4.25.1.1 Drawings, designs, or specifications when the supplies to be furnished are to be specifically manufactured for Central Health in accordance with the drawings, designs, or specifications.

4.25.1.2 Method of shipment or packing.

4.25.1.3 Place of deliveries.

4.25.1.4 Correction of scrivener's errors or other mistakes, the correction of which does not affect the scope of the Contract or does not result in expense to the Contractor.

4.25.1.5 Description of items to be provided.

4.25.1.6 Time of performance (i.e. hours of day, days of week, etc.).

4.25.2 If any such change causes an increase or decrease in the cost of, or time required for, Contractor to fulfill its obligations under this Contract, Central Health shall make an equitable adjustment in the Contract price and shall modify the Contract to reflect the new price. The Contractor must submit any "proposal for price adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written modification issued by Central Health. Central Health's failure to agree to any price adjustment shall constitute a dispute under the Disputes and Appeals clause. However, nothing in this clause shall require Central Health to make a budget amendment, and Central Health retains the option to terminate this Agreement for failure to fund it.

4.26 **Designated Central Health Holidays.** Central Health will not accept deliveries on days designated as holidays by Central Health, unless specific prior arrangements have been made. Central Health shall provide a list of the holidays designated for each year upon request.

4.27 **Conflict of Interest.** Contractor shall complete the Conflict-of-Interest Questionnaire ("Questionnaire"), as required by Chapter 176 of the Local Government Code and submit it together with their signed Agreement. If applicable, Contractor shall also complete the Disclosure of Interested Parties Form ("Form 1295"), which pursuant to Section 2252.908 of the Texas Government Code, must be electronically filed

with the Texas Ethics Commission (“TEC”) no later than thirty (30) days after the execution of this Agreement. Upon completion of filing the Form 1295 electronically, the Contractor will receive from the TEC site a Certificate Number and confirmation of Date Filed. The Contractor will submit that information to Central Health as part of its Agreement.

For more information and filing the Form 1295, visit:
<https://www.ethics.state.tx.us/filinginfo/1295>

Contractor shall update the Questionnaire and Form 1295 if any statement on either document becomes incomplete or inaccurate and submit the updated document(s) not later than the seventh (7th) business day after the date of an event that makes a statement incomplete or inaccurate to the Central Health Contract Administrator.

- 4.28 **Texas Public Information Act.** The Parties acknowledge and agree that Central Health is subject to the provisions of the Texas Public Information Act (“PIA”), Chapter 552 of the Texas Government Code, and all legal authorities relating to the PIA, including decisions and letter rulings issued by the Texas Attorney General's Office. The Parties further acknowledge and agree that, if Central Health receives a request for disclosure of any information related to the Services provided under this Agreement, including any procurement documents, the information must qualify for an exception under the PIA to be withheld from public disclosure. Contractor authorizes Central Health to submit any information that Contractor has provided it and that has been requested through the PIA, including information that Contractor has labeled as confidential or proprietary, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the PIA. Notwithstanding the foregoing, nothing herein will be interpreted or construed to obligate Central Health to submit such information to the Texas Attorney General’s Office, and Contractor acknowledges and agrees that Contractor is responsible for making any legal argument to the same regarding the exception of the information in question from disclosure. Contractor waives any claim against and releases Central Health, its officers, board members, employees, agents, and attorneys from liability for inappropriate disclosure of information, provided that such information was determined, by the Texas Attorney General or a court of competent jurisdiction, to be subject to disclosure under the PIA.
- 4.29 **Force Majeure.** Neither Party to this Contract shall be responsible or deemed to be in default of its obligations to the other Party for its failure to perform or delay in performing its obligations under this Contract when such failure or delay is caused by events or conditions beyond the reasonable control of that Party and are not due to the negligence or willful misconduct of such Party (hereinafter “force majeure events”). For purposes of this Contract, force majeure events shall include but are not limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, terrorist acts or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the Party so delayed shall furnish prompt written notice to the other Party, which notice shall include the date of inception of the force majeure event and the extent to which it will affect performance, and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. Central Health shall not be responsible for payment for any product or service delayed or foreclosed by any force majeure event unless and until such delayed or foreclosed product or service is actually delivered.
- 4.30 **Sales Tax.** In recognition of the fact that Central Health is a local governmental entity and political subdivision of the State of Texas, all payments due hereunder will exclude any sales or excise taxes imposed by any federal, state, or local government. Central Health agrees to provide Contractor with sales and use tax exemption certificates or any other documentation necessary to support sales or use tax exemptions, upon Contractor’s request.

Exhibit A
Response to Specifications

(Use the Specifications Form from Section 3 and sign)

**Exhibit B
Acknowledgment of Receipt Form**

In acknowledgment of receipt of this Request for Qualifications, the undersigned agrees that he/she has received a complete copy, beginning with the title page and Table of Contents and Exhibits.

The acknowledgment of receipt should be signed, returned, and included with the Respondent's

submittal. Complete (Legal) Name of Proposer: _____

Proposer Tax Identification Number: _____

Business Address: _____

Telephone Number: _____

Type of Organization: Individual Partnership Corporation Association

Other (please describe) _____

If incorporated, state of incorporation: _____

Date organization was formed (month/year): _____

The number of years providing services/systems similar to those requested in this Solicitation: _____

Description of Proposer's organization, locations, and number of staff (including subcontractors as applicable) that will provide services/support outlined in this Solicitation):

Please certify the following by placing an "X" in the appropriate column:

Certification	Yes	No
Is Proposer/Respondent currently in the process of filing for bankruptcy?		
Has Proposer/Respondent filed for bankruptcy within the past five (5) years?		
Is the Proposer/Responder delinquent on any taxes owed to Travis County?		
Is the Proposer/Responder currently under suspension or debarment by any governmental entity (City of Austin/state/federal government)?		

Proposer/Responder may be not be considered if currently under suspension or debarment.

Acknowledged Addenda _____ of _____

Exhibit B
Acknowledgment of Receipt Form

Individual authorized to bind Proposer/Respondent to contract:

Name/Title: _____

Telephone: _____ E-mail: _____

Point of contact information for this Solicitation (if different from authorized individual):

Name/Title: _____

Telephone: _____ E-mail: _____

Contract Terms and Conditions

The required contract terms and conditions identified in the Exhibit G, of this Solicitation, will be incorporated into the contract resulting from this Solicitation, and the Proposer /Respondent's submission will be incorporated into the contract. Please identify whether there are any requested exceptions or deviations.

- I do not request any exceptions or deviations to the stated contract terms.
- I request the following exceptions or deviations to the stated contract terms.

Litigation History:

Description of litigation to which the firm has been a party in the most recent five-year period. Please include the following details:

- 1) Name of case
- 2) Date filed
- 3) Court in which filed
- 4) Judgment or result

(Continued on Next page)

Exhibit B
Acknowledgment of Receipt Form

Important: The Proposer/Respondent must respond to all questions. The Proposer/Respondent may attach additional documents to the questionnaire to provide additional details.

Authorized Respondent Signature

Date

Printed Name

Title

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

Exhibit C

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.

Exhibit D
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) FORM

The Travis County Healthcare District's policy is to include Historically Underutilized Businesses (HUBs) in its procurement process and to provide equal opportunities for HUB participation in the provision of supplies, services, equipment and construction projects required by the District. As such, the District seeks to ensure that a "good faith effort" is made to assist certified HUB vendors and contractors in its award of contracts and subcontracts.

To be considered as a "Certified HUB Contractor/Vendor", the contractor/vendor must have been certified by and hold a current and valid certification from any of the following certifying agencies recognized by the District: the Texas Building and Procurement Commission (State of Texas); City of Austin; and the Texas Unified Certification Program (TUCP), which includes six (6) certifying agencies.

Suggested directories to assist proposers in identifying potential HUBs to meet the District's "good faith effort" requirement include: **State:** <https://comptroller.texas.gov/purchasing/vendor/hub/>;
City: <http://www.austintexas.gov/department/purchasing> ; and
TUCP: <https://www.txdot.gov/business/partnerships/tucp.html>

Proposer HUB Declaration

Is your company certified as a HUB or an MBE/WBE/DBE source? Yes No. If yes,

1. **Attach your certification to this form and return it in the proposal;**

2. Identify the certification agency by checking all that apply;

State of Texas Comptroller HUB Program

City of Austin; Texas Unified Certification Program; and

3. Identify HUB Status (Gender & Ethnicity): _____

****Please complete page 2 - Disclosure of HUB Subcontractors****

Estimated percentage of the bid (proposal) that is to be subcontracted with Certified HUB sources: _____ %

**Exhibit D
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) FORM**

Disclosure of Subcontractors

Sub Company Name:		EIN/VID #:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is the company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	State of Texas https://comptroller.texas.gov/purchasing/vendor/hub/ (HUB) <input type="checkbox"/>	City of Austin http://www.austintexas.gov/department/purchasing (M/WBE) <input type="checkbox"/>	Texas Unified Certification Program https://www.txdot.gov/business/partnerships/tucp.html <input type="checkbox"/>
Sub Company Name:		EIN/VID #:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is the company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	State of Texas https://comptroller.texas.gov/purchasing/vendor/hub/ <input type="checkbox"/> (HUB) <input type="checkbox"/>	City of Austin www.ci.austin.tx.us/purchase/default.htm (M/WBE) <input type="checkbox"/>	Texas Unified Certification Program https://www.txdot.gov/business/partnerships/tucp.html (DBE) <input type="checkbox"/>
Sub Company Name:		EIN/VID #:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is the company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	State of Texas https://comptroller.texas.gov/purchasing/vendor/hub/ (HUB) <input type="checkbox"/>	City of Austin www.ci.austin.tx.us/purchase/default.htm (M/WBE) <input type="checkbox"/>	Texas Unified Certification Program https://www.txdot.gov/business/partnerships/tucp.html (DBE) <input type="checkbox"/>