

**LEGAL NOTICE**  
**PARKER COUNTY HOSPITAL DISTRICT**  
**REQUEST FOR PROPOSALS**  
**QUALIFIED VENDOR LIST (QVL) FOR THE PURCHASE OF NEW VEHICLES**

The Parker County Hospital District (Hospital District) is requesting proposals from qualified vendors to develop a Qualified Vendor List (QVL) for the purchase of various new vehicles.

Information and instructions for proposals can be found on the Hospital District's website at [www.pchdtx.org](http://www.pchdtx.org).

This solicitation will be open and continuous through April 1, 2029, meaning that the Hospital District will accept proposals from prospective Offerors at any time through April 1, 2029.

The Parker County Hospital District will select and negotiate with the most highly qualified respondents based on demonstrated competence, qualifications and pricing.

Please contact Randy Bacus, CEO, at 817-341-2520 or Email [randy.bacus@pchdtx.org](mailto:randy.bacus@pchdtx.org) with questions or additional information.

**PARKER COUNTY HOSPITAL DISTRICT**



**REQUEST FOR PROPOSALS**

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## REQUEST FOR PROPOSALS

### QUALIFIED VENDOR LIST (QVL) FOR THE PURCHASE OF NEW VEHICLES

#### GENERAL INFORMATION

##### I. INTRODUCTION

The Parker County Hospital District (Hospital District) is requesting proposals from qualified vendors to develop a Qualified Vendor List (QVL) for the purchase of various new vehicles. The QVL will be used for new vehicle purchases in accordance with the provisions, specifications, and instructions as stated in this solicitation. The Hospital District seeks to contract with qualified vendors who can provide new vehicles that may be of various fuel types (gasoline, hybrid, electric, etc.) including, but not limited to:

Automobiles: mini, subcompact, compact, coupe, sedan, and full-size

Pickup Trucks: light duty, half ton, three-quarter ton, and one ton

Cab and Chassis: class 4, class 5, and class 6

Vans: passenger and cargo

Sport Utility Vehicles (SUVs): compact, mid-size, full-size, and crossovers

Proposals will be evaluated based on the evaluation criteria set forth within the solicitation. Offerors must obtain a minimum score of 70 points out of 100 possible points in order to be considered for an award and placed on the QVL.

##### Open and Continuous Solicitation

This solicitation will be open and continuous through April 1, 2029, meaning that the Hospital District will accept proposals from prospective Offerors at any time through April 1, 2029. The Hospital District intends to review submissions every 90 days. Offers may be evaluated sooner or later than 90 days at the Hospital District's discretion. Successful offers will be awarded a contract and placed on the Hospital District's Qualified Vendor List. No awards will be made after April 1, 2029.

##### Contact Information

Proposals should be addressed to the Parker County Hospital District, Administration Office, P.O. Box 98610, Weatherford, Texas 76086, or hand delivered to 1130 Pecan, Weatherford, Texas 76086. Proposals can be Emailed to [randy.bacus@pchdtx.org](mailto:randy.bacus@pchdtx.org). Any questions regarding proposals should be addressed to Randy Bacus, CEO, Parker County Hospital District at 817-341-2520 or [randy.bacus@pchdtx.org](mailto:randy.bacus@pchdtx.org).

## II. SCOPE OF WORK

### Specific Requirements

1. Vendors are encouraged to provide a full line of new vehicles, including but not limited to the following categories:
  - o Automobiles: mini, subcompact, compact, coupe, sedan, and full-size
  - o Pickup Trucks: light duty, half ton, three-quarter ton, and one ton
  - o Cab and Chassis: class 4, class 5, and class 6
  - o Vans: passenger and cargo
  - o Sport Utility Vehicles (SUVs): compact, mid-size, full-size, and crossovers
2. Vendors are encouraged to provide vehicles of varying fuel types, including but not limited to the following:
  - o Flexible Fuel Vehicles (FFVs), also called Ethanol or E85
  - o Diesel
  - o Gasoline
3. New vehicles may be Fleet/Special ordered prior to the factory cut-off date or "on the lot" from available stock.
4. The Hospital District reserves the right to order different configurations, options, and sizes for each vehicle type.
5. The Hospital District reserves the option to up-fit or modify any vehicle for specific organizational needs. The Hospital District will supply the up-fit/modification requests to the vendor at the time the vehicle(s) is ordered. The Hospital District's requests will be supplied directly to the manufacturer's authorized third-party up-fitter.
6. Vehicles must be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements must be included.
7. All Fleet/Special ordered vehicles must be the manufacturer's current year models in production throughout the term of this contract and must be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period, vehicles must be new model year 2023 or greater.
8. All vehicles ordered on the lot must have less than 2,500 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Hospital District.

9. All vehicles must be delivered with four (4) complete sets of entrance tools (in any combination of keyless entry remotes, integrated or smart keys, standard cut keys) and a full tank(s) of fuel, less delivery fuel.
10. Within ninety (90) calendar days after receipt of a purchase order for a Fleet/Special order vehicle, the vendor must provide the Hospital District copies of the manufacturer's order confirmation to confirm the vehicles have been ordered. If confirmation is not received within this timeframe, the Hospital District has the option to award it to another vendor. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

### Pricing Requirements

1. Detailed pricing, availability, and delivery estimates will be requested from the awarded vendor(s) by the Hospital District on an as-needed basis. The Hospital District will evaluate the responses and either accept, request revisions, or reject the proposals. The Hospital District reserves the right to award vehicle purchase orders to the vendor whose quote is most advantageous to the Hospital District with respect to price, availability, delivery time, and/or the Hospital District's needs.
2. Pricing for vehicles must be MSRP less the contracted discounted rate included in the Price Page, less any credits/rebates due to the Hospital District (including but not limited to the manufacturer's Government Price Concessions available for that model/power-train combination, applicable tax rebates, and/or additional government incentives available at the time of ordering), plus applicable taxes and agreed upon fees. A detailed breakdown of all pricing components, including descriptions and dollar amounts for each applicable discount and charge, must be provided when pricing is requested.
3. For on the lot vehicles, pricing may also include agreed upon dealer add-ons. Pricing must not include the following dealer add-ons. The Hospital District reserves the right to decline additional dealer add-ons not noted below:
  - a) Lifetime maintenance/oil changes
  - b) Lifetime warranty added to window tinting
  - c) Dealer added Market Adjustments
  - d) Dealer added options/equipment not already installed at the time of the quote, unless agreed to by the Hospital District in writing
4. Unless otherwise specified, all requested vehicle pricing must include the following equipment:
  - a) All standard factory equipment
  - b) Automatic transmission (maximum towing/payload capacity must be provided upon request)

- c) Bluetooth capability
- d) AM/FM radio
- e) Cruise control
- f) Power door locks and power windows
- g) Power mirrors when available
- h) Four (4) entrance tools (in any combination of keyless entry remotes, integrated or smart keys, standard cut keys)
- i) Air conditioning
  - 1. Rear air conditioning, when available
- j) Cloth seats
- k) Rear view mirrors including on driver and passenger doors
- l) Back up camera on vehicles 10,000 pounds and below (optional on vehicles 10,000 pounds and above)
- m) Spare tire
  - 1. Full-size standard steel wheel with matching Original Equipment Manufacturer (OEM) spare tire identical to standard equipment with the trim level of the delivered vehicle
  - 2. If full spare is not available due to space or manufacturer standards, an alternative must be provided and noted on the quote provided
- n) Floor mats
  - 1. OEM floor mat sets installed in all seating rows when the vehicle comes with carpeted floors
  - 2. Fixed driver floor mat
- o) Texas legal tinted glass
- p) Additional requirements for trucks (when available):
  - 1. Anti-slip differential for three-quarter and one ton, two-wheel drive pickup trucks
  - 2. Skid plate package and anti-slip differential for four-wheel drive vehicles
  - 3. Front tow hooks
  - 4. Towing package

5. No addendum to this contract is necessary for the Contractor to offer discount pricing for large volume purchases.
6. As new vehicle makes and models that meet the scope of work requirements become available during the contract term, the Contractor must submit an updated Price Page containing the new vehicle information and discounted MSRP rates to be offered. A contract modification will be required to incorporate the new vehicle information.

#### General Requirements

1. **DELIVERY DOCUMENTATION:** Upon contract award, the Contractor will be required, with each vehicle or group of vehicles delivered on the same purchase order number, to supply a delivery ticket specifying the purchase order number of each vehicle. Where there is more than one item on a purchase order, the bid item number must also be indicated. The following documents are due upon delivery of the vehicles to the Hospital District:
  - o Manufacturer Statement of Origin (MSO)
  - o Warranty document
  - o Odometer statement
  - o Required manuals
2. **DELIVERY TO THE HOSPITAL DISTRICT:** All deliveries will be made to the Parker County Hospital District 1130 Pecan, Weatherford, Texas 76086, Monday through Friday from 8:00 a.m. to 5:00 p.m. The Contractor will be required to give the Hospital District a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.
3. **GVWR AND SUSPENSION COMPONENT RATINGS:** Under no circumstances will any component of the suspension system, including but not limited to tires and wheels, be acceptable if that component will cause the total Gross Vehicle Weight Rating (GVWR) of the vehicle/equipment offered to fall below the stated minimum. Vendor will ensure the vehicles/equipment offered complies with all motor vehicle laws applicable, and that no component rating will be exceeded. If deficiencies in equipment specification by the vendor are not discovered until the time of equipment delivery, the vendor agrees to repair and/or replace deficient components at the vendor's sole expense to correct the deficiencies.
4. **PARTS AND SERVICE MANUALS:** The Contractor must supply the following upon vehicle delivery:
  - a. One (1) operator's manual per vehicle
  - b. Two (2) each of the following manuals per vehicle type: parts, shop service, repair, and overhaul manuals

- i. Parts and service manuals on compact disc or thumb drives are acceptable; however, access to the manufacturer technical/service website is preferred.
- b) **REPAIRS:** The vendor will be responsible for transport of vehicles to and from their place of business for repairs until such time as the Hospital District places the vehicle in service. Transport of the vehicle will not be delayed more than one working day from the date of notification.
- c) **REPORTS:** Contractor will be required to furnish the Hospital District with quarterly progress reports confirming status of delivery dates. In lieu of written reports, the Contractor may provide access to an internet-based online order tracking system that provides all required information. The Contractor must provide all access codes necessary to view this information. These reports will consist of, but not be limited to, the following:
  - a. Copy of Contractor's order to the factory
  - b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory
  - c. Factory-generated computer status reports
  - d. Notification to the Hospital District of any changes in production or shipping dates
  - e. Any special information the Contractor may have that would affect the timely delivery of the vehicles ordered in accordance with the original delivery date promise
- b) **SAFETY REGULATIONS FOR USE OF COMPLETED VEHICLES/EQUIPMENT:** All bodies, tools, machines or other devices or equipment added to vehicles/equipment after initial construction by the original vehicle chassis/equipment manufacturer must be equipped, constructed and installed in a manner to allow for compliance with all applicable federal, state and local safety regulations in effect at the time of final vehicle/equipment delivery to the Hospital District. Specifically, upon delivery of the vehicle/equipment to the Hospital District, all permanent or temporary modifications to the vehicle/equipment or any items included with the vehicle/equipment must meet the safety regulations included above; any such modifications, if necessary, must have been made by the vendor and/or the vendor's subcontractor(s) prior to delivery to the Hospital District. The vendor agrees that vehicles/equipment or attached items as included above which do not meet the requirements listed here will be returned to the vendor for correction of deficiencies at the vendor's sole expense.
- c) **VEHICLE INSPECTION:** The Hospital District will assist the Contractor in arranging for inspection. Each vehicle delivered will be subject to a complete inspection prior to acceptance. Inspection criteria will include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered



equipment is returned to the Contractor prior to acceptance for any reason, all corrections must be made without any inconvenience to the Hospital District.

- d) **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice must be sent to the Hospital District. It will be the responsibility of the Contractor to ensure that all recall notices are sent directly to the Hospital District.
- e) **WARRANTY:** Offerors must state the manufacturer's standard new vehicle warranty where requested in the Evaluation Criteria for this solicitation. The warranty period will begin at the Hospital District's in-service date of vehicle. Offerors must provide contact information with vehicle to activate warranty.

### **III. INSTRUCTIONS TO OFFERORS**

#### **1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION**

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

**CEO:** The contracting authority for the Hospital District, authorized to sign contracts and addenda thereto on behalf of the Hospital District.

**Contract:** The legal agreement(s) executed between Hospital District and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the Hospital District.

**Contractor/Consultant:** A Successful Offeror that enters into a Contract with the Hospital District.

**Hospital District:** The Parker County Hospital District

**May:** Indicates something that is not mandatory but permissible.

**May not:** The indicated party is prohibited from taking the action.

**Must:** The action or condition is required.

**Offer:** Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

**Offeror:** Each individual or entity that submits an Offer in response to this solicitation.

**Successful Offeror:** An Offeror who received a Notice of Award or a Notice of Intent to Award from the Hospital District.

**Will:** The indicated party is promising to take the action or abide by the condition.

#### **2. ADDENDUM OF SOLICITATION**

Solicitation Addenda will be posted on the Hospital District's website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal.

### 3. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

### 4. PREPARATION OF OFFER

**Form and Organization.** If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.

**Confidential Information.** Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."

**Offer Contents.** Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.

**Signatures.** Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.

**Prices.** Where a unit price is provided it will govern over any erroneous extension of the price.

**Time Periods.** Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.

**Accuracy.** Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

**Cost of Preparation.** The Hospital District will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.

**Subcontractors.** Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.

Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

## 5. TAXES

The Hospital District is exempt from state and federal sales tax.

## 6. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the Hospital District. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the Hospital District unless and until the Hospital District's CEO or their designee expressly accepts it in writing.

## 7. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the Hospital District. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

## 8. CONFIDENTIAL INFORMATION

The Hospital District is obligated to abide by the Texas Public Information Act. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the Hospital District receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the Hospital District, after award notification, receives a public records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, Hospital District will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to Hospital District an order from a court of competent jurisdiction prohibiting the Hospital District from releasing the documents, the Hospital District may release the documents without any liability to Offeror.

## 9. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Respondents are prohibited from directly or indirectly communicating with Hospital District Board members regarding their qualifications or any other matter related to the eventual award of a contract for the service requested under this Request for Proposal. Applicants are prohibited from contacting Hospital District employees regarding their qualifications of the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in

immediate disqualification from the selection process. Upon issuance of the Request for Proposal, all communications and requests for clarification or objection shall be directed in writing to the Hospital District CEO for response, determination, and dissemination to all interested parties. Any communication by individuals or their representatives toward other Board members or employees regarding this Request for Proposal or the award of a contract are prohibited and will constitute grounds for disqualification. A proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any Hospital District Board Member under personal obligation to the proponent.

Offeror will not communicate, orally or in writing, with any member of the Board of Directors or with any Hospital District staff outside the CEO or appropriate Department Director regarding this Solicitation. By submitting an Offer, Offeror warrants that:

Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.

Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.

No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.

No employee of the Hospital District involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the Hospital District's Board of Directors who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Board of Directors with respect to this Contract.

The Hospital District may disqualify Offeror from further participation in the solicitation process if the Hospital District determines that any Hospital District employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

#### 10. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the Hospital District. Offeror may withdraw the submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in "submitted" status as of the Offer Submittal Deadline unless the CEO or Controller consents in writing to the withdrawal.

#### 11. DISCUSSIONS

The Hospital District may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's

submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

#### **IV. OFFER EVALUATION AND CONTRACT AWARD**

##### **1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

Method of Approach

Qualifications and Experience

Price Proposal

##### **2. INTERVIEWS**

The Hospital District may interview some or all of the Offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The Hospital District will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

##### **3. ADDITIONAL INVESTIGATIONS**

The Hospital District may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any Offeror.

##### **4. OTHER INFORMATION**

Information that evaluation committee members have about an Offeror beyond what is provided in the Offeror's Offer may be taken into consideration during the evaluation process.

Payment Discounts. Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an Offeror's pricing. However, the Hospital District may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods.

##### **5. HOSPITAL DISTRICT'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS**

Notwithstanding any other provision of this solicitation, the Hospital District may:

- a) Waive any immaterial defect or informality; or
- b) Reject any or all submittals, or portions thereof; or
- c) Reissue the solicitation.

##### **6. CONTRACT NEGOTIATIONS**

At the Hospital District's discretion, it may negotiate with one or more responsible Offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the Hospital District will treat Offerors fairly and will not disclose to any Offeror information from responses submitted by other Offerors. Exclusive or concurrent negotiations do not constitute a contract

award and do not confer any rights to the Offerors participating in such negotiations. In the event the Hospital District deems that negotiations are not progressing, the Hospital District may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

## 7. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the CEO signs the Offer and Acceptance page of the Successful Offeror's submittal.

## 8. MULTIPLE AWARDS

The Hospital District, at its sole discretion, may award multiple Contracts.

## V. EVALUATION CRITERIA

The evaluation of each proposal shall be based on the criteria stated below. Offerors must obtain a minimum score of 70 points in order to be considered for an award and placed on the Qualified Vendor List.

### 1. Method of Approach

Provide the vehicle manufacturer(s) you can supply. Include information on the types of vehicles you can offer that meet the following Scope of Work requirements:

Vehicles including but not limited to the following categories:

Automobiles: mini, subcompact, compact, coupe, sedan, and full-size

Pickup Trucks: light duty, half ton, three-quarter ton, and one ton

Cab and Chassis: class 4, class 5, and class 6

Vans: passenger and cargo

Sport Utility Vehicles (SUVs): compact, mid-size, full-size, and crossovers

Vehicles including but not limited to the following fuel types:

Flexible Fuel Vehicles (FFVs), also called Ethanol or E85

Diesel

Gasoline

Describe your capacity to deliver products in a timely manner and any special processes you have in place to expedite the turn-around time for Fleet/Special Orders.

Provide information detailing the type(s) and extent(s) of coverage under each manufacturer's standard warranty. State the warranty year/miles for each of the following:

Chassis

Emission Controls

Engine

Differential

Transmission

Frame

Electrical System

Air Conditioning

Body

Other: Emissions, Safety Restraint

## 2. Qualifications and Experience

Provide a brief history of your business, including, but not limited to, the number of years in business, facility location(s), hours of operation, etc.

Provide a list of agencies or companies for whom you have provided fleet purchasing for within the last three (3) years. Include a minimum of three (3) contact names and phone numbers for reference purposes.

List the key personnel who will manage this contract, should your firm be awarded. Provide their resumes and/or biographies.

Disclose involvement in any legal proceedings, lawsuits or governmental regulatory actions, taken or pending, and any contractual demands for assurance regarding provision of similar services in the last five (5) years.

## 3. Price Proposal

Submit price proposal or quote.

# **VI. SPECIAL TERMS AND CONDITIONS**

## 1. BRAND OR TRADE NAMES

Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer by any vendor, but is only listed in order to advise potential bidders/Offerors of the requirements of the Hospital District. Any bid/offer which proposes like quality, design or performance will be considered.

## 2. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Hospital District will assist the Contractor in arranging for inspection.

## 3. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the Hospital District may, at its discretion, make price adjustments, which will apply during the extension term.

## 4. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect until April 1, 2029, after contract award, unless terminated, canceled, or extended as otherwise provided herein. All contracts resulting from this solicitation will expire on April 1, 2029, regardless of when the contract is executed.

## VII. INSURANCE REQUIREMENTS

### 1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

### 2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

Each Occurrence: \$1,000,000

General Aggregate: \$2,000,000

Products & Completed Operations Aggregate: \$2,000,000

Personal and Advertising Injury: \$1,000,000

Blanket Contractual Liability: \$1,000,000

### 3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.



#### 4. Worker's Compensation

Policy must have coverage limits no lower than:

Per Occurrence: Statutory

Employer's Liability: \$1,000,000

Disease Each Employee: \$1,000,000

Disease Policy Limit: \$1,000,000

#### 5. Garage Liability & Garage Keepers Liability

Garage Liability: \$1,000,000

Garage Keeper's Liability - Direct Primary Coverage

Each Auto: \$500,000

Each Occurrence: \$1,000,000

#### 6. Policy Change Notice

Contractor will give the Hospital District 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the CEO or Controller.

#### 7. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the Hospital District as an additional insured with respect to liability arising out of the performance of this contract. The Hospital District must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by Hospital District is excess and not contributing.

#### 8. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

#### 9. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

A waiver of subrogation endorsement in favor of the Hospital District, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

The policy is primary and any insurance carried by the Hospital District is excess and not contributing.

The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.

The insurer will provide written notice to the Hospital District at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

#### 10. Verification of Coverage

Contractor will give the Hospital District certificates of insurance (ACORD form or equivalent approved by the Hospital District), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.

Contractor must deliver the certificates directly to the CEO or Controller of the Hospital District.

The certificates must contain the Hospital District project/contract number and project description.

The Hospital District reserves the right to require complete copies of all insurance policies required by this Contract at any time.

#### 11. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the Hospital District separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

#### 12. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, then the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

#### 13. Sufficiency of Coverage

The Hospital District in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

### **VIII. STANDARD TERMS AND CONDITIONS**

#### 1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the Hospital District's CEO or Controller.

#### 2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.

Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.

### 3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Texas and the Hospital District and Contractor will have all remedies afforded to each by laws of the State of Texas. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Parker County, Texas.

### 4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the Hospital District to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

### 5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the Hospital District's CEO or Controller. The Hospital District will not unreasonably withhold approval for a requested assignment.

### 6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the Hospital District's CEO or Controller. All subcontracts will incorporate all the terms and conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

### 7. PROTECTION OF HOSPITAL DISTRICT PROPERTY

If this Contract requires Contractor to perform any work on Hospital District-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the Hospital District. If Contractor fails or refuses to make such repair or replacement, the Hospital District will estimate the cost of repair and, upon receiving an invoice from the Hospital District for that estimated cost, Contractor will pay the Hospital District the

invoiced amount. Hospital District may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other Hospital District contract.

Contractor will, during the course of its work on Hospital District property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-Hospital District-owned materials or equipment or other personal property that it has caused to be located on the Hospital District property.

#### 8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the Hospital District.

#### 9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the Hospital District or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

The Hospital District considers all materials, information, communications, and correspondence in any form from the respondents to this Request for Proposal to be non-proprietary and non-confidential and, therefore, subject to public disclosure under the Texas Public Information Act (Texas Government Code 552.00-1 et seq.) after a contract is awarded. Respondents are informed that the Hospital District will abide by all statutes, court rulings and opinions of the Texas Attorney General concerning disclosure of Request for Proposal information. Should any part or section be considered by the Respondents to be “proprietary” or “confidential” in nature, each page or section should be designated as “proprietary” or “confidential.” Respondents should be prepared to fully justify these exclusions to the State Attorney General’s Office should it be required.

#### 10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The Hospital District’s CEO or their designee may, on behalf of the Hospital District (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the Hospital District.

#### 11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and

Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the Hospital District, constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

## 12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

## 13. NON-DISCRIMINATION

During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

## 14. DELIVERABLES PROPERTY OF HOSPITAL DISTRICT; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the Hospital District and may not be used or released by Contractor except with the Hospital District's prior written permission.

All deliverables supplied to the Hospital District under this Contract will be free of all liens and encumbrances.

## 15. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees. A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. Hospital District may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

## 16. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

#### 17. GRATUITIES

The Hospital District may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the Hospital District to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the Hospital District pursuant to this provision, the Hospital District will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

#### 18. CONFLICTS OF INTEREST

The Hospital District may terminate this Contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Hospital District is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the Hospital District's CEO is received by Contractor, unless the notice specifies a later time.

#### 19. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the Hospital District and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the Hospital District, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

#### 20. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof (“Product”) by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the Hospital District the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by Hospital District, Contractor will provide the Hospital District with satisfactory evidence of patent licenses or patent releases covering Hospital District-specified proprietary materials, equipment, devices or processes.

## 21. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

## 22. INSPECTION AND ACCEPTANCE

All materials and services provided to the Hospital District under this Contract are subject to final inspection and acceptance by the Hospital District. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor’s cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

## 23. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the Hospital District, which may obtain like goods or services from other sources.

## 24. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the Hospital District any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

## 25. PAYMENT

Form of Payment. Unless otherwise specified elsewhere in this Contract, the Hospital District is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

Invoices. Unless Hospital District pays by credit card at time of order or point of sale, Contractor will issue to the Hospital District a separate invoice for each shipment of materials or provision of services under this Contract, and Hospital District will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.

Timing of Payments. The Hospital District will make commercially reasonable efforts to process payments due under this Contract within 30 calendar days after receipt of materials or services and a correct invoice.

Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the Hospital District receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date Hospital District's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

## 26. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

## 27. FINANCIAL RECORDS

Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

## 28. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

## 29. RIGHT TO INSPECT

The Hospital District may from time to time during normal business hours, at the Hospital District's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

## 30. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition



under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

### 31. SUSPENSION OF WORK

The Hospital District may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the Hospital District determines appropriate for the convenience of the Hospital District. The order must be in writing and signed by the Hospital District's CEO.

### 32. TERMINATION OF CONTRACT

For Convenience. The Hospital District may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the Hospital District terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.

For Cause. The Hospital District may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the Hospital District for monetary defaults, or within 30 days after notice if the default is non-monetary.

Non-Appropriation. Each payment obligation of the Hospital District created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the Hospital District and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the Hospital District at the end of the period for which funds are available. The Hospital District will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the Hospital District in the event this provision is exercised, and the Hospital District will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

### 33. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the Hospital District until the Hospital District actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

### 34. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the Hospital District does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the Hospital District may reject goods or services that are later found to be nonconforming.

Parker County Hospital District  
Qualified Vendor Response Form

1. Method of Approach

Provide the vehicle manufacturer(s) you can supply. Vehicles including but not limited to the following categories:

- Automobiles: mini, subcompact, compact, coupe, sedan, and full-size
- Pickup Trucks: light duty, half ton, three-quarter ton, and one ton
- Cab and Chassis: class 4, class 5, and class 6
- Vans: passenger and cargo
- Sport Utility Vehicles (SUVs): compact, mid-size, full-size, and crossovers

Vehicles including but not limited to the following fuel types:

- Flexible Fuel Vehicles (FFVs), also called Ethanol or E85
- Diesel
- Gasoline

Describe your capacity to deliver products in a timely manner and any special processes you have in place to expedite the turn-around time for Fleet/Special Orders.

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Provide information detailing the type(s) and extent(s) of coverage under each manufacturer's standard warranty. State the warranty year/miles for each of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> Chassis           | <input type="checkbox"/> Frame            |
| <input type="checkbox"/> Emission Controls | <input type="checkbox"/> Air Conditioning |
| <input type="checkbox"/> Engine            | <input type="checkbox"/> Body             |
| <input type="checkbox"/> Differential      | <input type="checkbox"/> Emissions        |
| <input type="checkbox"/> Transmission      | <input type="checkbox"/> Safety Restraint |

## 2. Qualifications and Experience

Provide a brief history of your business, including, but not limited to, number of years in business, facility location(s), hours of operation, etc.

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Provide a list of agencies or companies for whom you have provided fleet purchasing for within the last three (3) years. Include a minimum of three (3) contact names and phone numbers for reference purposes.

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