TARRANT COUNTY

HOSPITAL DISTRICT d/b/a

JPS HEALTH NETWORK

REQUEST FOR PROPOSAL #2021953654   
Endoscopy Humidification Addition

The Tarrant County Hospital District d/b/a JPS Health Network (the “District”) is seeking proposals for the provision of Endoscopy Humidification Additions for the District.

**The District will reject any proposal that fails to comply in all respects with the instructions set forth herein for responding to this RFP. NO EXCEPTIONS WILL BE MADE, even if you are a current or prior vendor for the District. The contract awarded, if any, under and pursuant to this RFP shall supersede any previous contract, bid, or GPO agreement for the products or services described herein.**

Release Date: 12-08-2021

Response Deadline: 01-05-2022, 2:00 p.m. CST

1. **OVERVIEW**
   1. INTRODUCTION AND OVERVIEW

The District desires to award a contract or contracts based upon vendor proposals (“RFP Response(s)”) to this Request for Proposal (“RFP”). The District is soliciting vendor proposals from vendors capable of supplying the District with Endoscopy Humidification Addition (the “Project”), as set forth and specified herein (See Section II below, Business Requirements, attached hereto and incorporated herein for all purposes). All RFP Responses must be delivered to the District by the date and time, and in the manner specified in Section I.B hereof to be considered an RFP Response by the District. It is the sole responsibility of the vendor submitting an RFP Response (“Respondent”) to ensure that its RFP Response is delivered to the proper location on time and in the manner set forth herein.

An RFP Response does not commit the District to accept such RFP Response or to award a contract based on any RFP Response (“Contract Award”) merely because an RFP Response may propose the lowest price for the Project. The District expressly reserves the right to base any Contract Award hereunder upon its evaluation of all relevant factors regarding the vendor, including, but not limited to, Project pricing and terms, management experience and expertise, industry reputation and profile, performance history, support services, location and accessibility, and any other information relevant to its evaluation. This RFP is not an order and does not commit the District to pay for any costs incurred by the prospective vendor in the preparation or submission of the RFP or in the procurement of the Project. Project quantity estimates used herein may or may not reflect actual quantities needed or used by the District in the future, and do not commit the District to order specific Project quantities. Any RFP Response accompanied by terms and conditions that conflict with this RFP may be rejected by the District.

The District reserves the right to reject any or all RFP Responses and to issue a Contract Award or not to issue a Contract Award based solely on the RFP Responses received by the District in response to this RFP. However, prior to making any award hereunder, the District also reserves the right to engage in additional discussions with one or more of the vendors responding to this RFP.

Any prospective Respondent may request an explanation or interpretation of any portion of this RFP by complying with the request procedure described in Section III B below. The responses, if any, of the District to such requests are subject to and will be in the form of amendment to the RFP and will comply with the provisions of Section I.C.2 below. The District may elect not to respond to any or all such requests received from prospective Respondents.

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

The District maintains a policy of encouraging and engaging in business transactions with vendors who qualify and are certified under applicable law as Historically Underutilized Businesses (“HUBs”), Small Minority and Women Owned Business Enterprises (“SMWBEs”), and Individuals with Disabilities and Service-Disabled Veterans Owned Business Enterprises (“DOBEs”). HUBs, SMWBEs, and DOBEs are referred to herein as Disadvantaged Business Enterprises (“DBEs”). The District establishes a **25%** good faith target goal. The District also encourages its vendors to utilize subcontractors and vendors who qualify and are certified under applicable law as DBEs. Prior to the District’s consideration of a Respondent’s RFP Response each Respondent is required to and shall register as a vendor in the District’s online “JPS Procurement System” (located on the District’s Website at: <https://jpshealth.gob2g.com>). Prior to the Contract Award a Respondent’s good faith efforts to utilize DBE subcontractors and vendors in its business transactions shall be part of the criteria under which the vendor proposals will be considered. Each Respondent will be required to show in its RFP Response its historical efforts to utilize DBE subcontractors and vendors in its business transactions (See Section I.B.1.b below).

**COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTION 2252.908**

Texas Government Code Section 2252.908 (“Section 2252.908”) states that a governmental entity or state agency ***may not*** enter into certain contracts with a business entity unless the business entity submits Form 1295, a disclosure of interested parties, to the governmental entity or state agency ***at the time the business entity submits the signed contract to the governmental entity or state agency***.  Section 2252.908 applies to all contracts entered into from and after January 1, 2016 between business entities and Texas governmental entities and state agencies which meet either one of the following criteria:

1. the contract requires a vote of the governing body of the Texas governmental entity, or

2. the contract has a contractual value of at least $1 Million.

The Texas Ethics Commission has adopted a Certificate of Interested Parties form (“Form 1295”) and has made it available on the TEC website.

In 2017 Section 2252.908 was amended to provide that the requirements of Section 2252.908 do not apply to the following contracts entered into or amended after January 1, 2018:

1. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;

2. a contract with an electric utility, as that term is defined by Section 31.002, Texas Utilities Code; or

3. a contract with a gas utility, as that term is defined by Section 121.001, Texas Utilities Code.

In the event a Contract Award is issued pursuant to this RFP, the Respondent receiving the Contract Award shall be required to comply with the provisions of Section 2252.908, Texas Government Code, and the Chapter 46 Rules of the TEC, prior to entry into a contract with the District. The TEC has posted a video tutorial to its website for business entity filings of Form 1295. The TEC video provides step-by-step tutorials for creating login accounts for the business entity for completing and filing Form 1295. The TEC video tutorials can be viewed on its website at:

<https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm>

The TEC’s FAQs are posted on its website at:

<https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php>

**COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTION 2271.001 et seq.**

In 2017 Texas Government Code Section [2271.001](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2271.htm) et seq. was enacted to provide that a Texas governmental entity is prohibited from entering into a contract with a company unless the contract contains a written verification by the company that (i) the company does not boycott Israel, and (ii) the company will not boycott Israel during the term of the contract. The requirement was modified in 2019 to apply only to contracts with a value of $100,000 or more that are made with a company (not including sole proprietorships) with 10 or more full-time employees. The term “boycott Israel” is defined in Section [808.001(1)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.808.htm) of the Texas Government Code and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict harm on, or limit commercial relationships specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes. Respondents are hereby notified that respect to any Contract Award the vendor shall comply with the Texas Government Code Section 2271.001 et seq. verification requirements, the failure or refusal of which shall result in the withdrawal of the Contract Award.

**COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTIONS 2252.151 et seq.**

In 2017 Texas Government Code Chapter 2252 was amended by adding Sections [2252.151](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm#2252.151) et seq. to provide that a Texas governmental entity is prohibited from entering into a contract with a company that engages in certain scrutinized business operations in Sudan, Iran, or with foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section [2270.0052](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0052) of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section [2270.0102](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0102) of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section [2270.0152](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0152) of the Texas Government Code. Respondent’s signature affixed to the attached Exhibit B shall be deemed to be the Respondent’s certification to the District that the Respondent does not engage in scrutinized business operations in Sudan, Iran or with foreign terrorist organizations.

**COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTIONS 2274.002 et seq.**

In 2021, Texas Government Code Chapter [2274](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v2.htm) (added by 87th Legislature, S.B. 13) was enacted to provide that a Texas governmental entity is prohibited from entering into a contract with a company unless the contract contains a written verification by the company that (i) the company does not boycott energy companies, and (ii) the company will not boycott energy companies during the term of the contract. The requirement applies only to contracts with a value of $100,000 or more that are made with a company (not including sole proprietorships) with 10 or more full-time employees. The term “boycott energy company” is defined in Section [809.001(1)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.809.htm#809.001) of the Texas Government Code and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or  manufacturing of  fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A). Respondents are hereby notified that respect to any Contract Award the vendor shall comply with the Texas Government Code Section [2274.002](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v2.htm) (added by 87th Legislature, S.B. 13) et seq. verification requirements, the failure or refusal of which shall result in the withdrawal of the Contract Award.

**COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTIONS 2274.002 et seq.**

In 2021, Texas Government Code Chapter [2274](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v3.htm) (added by 87th Legislature, S.B. 19) was enacted to provide that a Texas governmental entity is prohibited from entering into a contract with a company unless the contract contains a written verification by the company that (i) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) the company will not discriminate against a firearm entity or firearm trade association during the term of the contract. The requirement applies only to contracts with a value of $100,000 or more that are made with a company (not including sole proprietorships) with 10 or more full-time employees. The requirement does not apply to sole source contracts or competitive solicitations-related contracts where no respondent can provide the verification required. (See Sec. [2274.002(c)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v3.htm)). The term “discriminate against a firearm entity or firearm trade association” is defined in Texas Government Code Section [2274.001(3)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v3.htm) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. Respondents are hereby notified that respect to any Contract Award the vendor shall comply with the Texas Government Code Section [2274.002](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v3.htm) (added by 87th Legislature, S.B. 19) et seq. verification requirements, the failure or refusal of which shall result in the withdrawal of the Contract Award.

**TEXAS PUBLIC INFORMATION ACT**

Each Respondent acknowledges that the District is a governmental body operating under and subject to the provisions of the Texas Public Information Act (“TPIA”) (Chapter 552 of the Texas Government Code) and thereby acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid TPIA request. Respondent retains full responsibility and all costs for challenging any requests for information it considers confidential under the TPIA. **Respondents should consult the Attorney General’s website (**[**www.texasattorneygeneral.gov**](https://www.texasattorneygeneral.gov/)**) for information concerning the application of the provisions of the TPIA to proposals and proprietary vendor information.**

* 1. RFP RESPONSE REQUIREMENTS, CONDITIONS AND RELATED INFORMATION
     1. **Preparation of RFP Response.**

#### Each Respondent should carefullyexamine and familiarize itself with this RFP and all exhibits, drawings, specifications, and instructions regarding the Project included in this RFP (collectively, the “RFP Documents”). Each Respondent, by submitting an RFP Proposal, represents that Respondent has read and understands this RFP and the drawings, exhibits attached to this RFP.

#### Each RFP Response shall be fully completed, shall contain all the information required from the Respondent by this RFP, including the Vendor Certification Form attached hereto as **Exhibit D** (“Required Information”), and shall be signed and executed, on the Signature Form attached hereto as **Exhibit B** by an officer or other authorized representative of the Respondent. Each page of an RFP Response shall contain the company name of the Respondent. A Respondent’s failure to provide any of the Required Information in its RFP Response, or the failure of the RFP Response to contain the signature of Respondent’s officer or other duly authorized representative, may result in the District’s disqualification of such RFP Response. The Required Information shall include detailed information regarding the Respondent’s historical efforts (for the last year) to utilize DBE subcontractors and vendors in its prior business transactions and shall include such detailed information in its RFP Response.

#### Each Respondent shall be responsible for and shall bear all costs for the preparation and presentation of its RFP Response. Unless otherwise designated by Respondent and agreed by the District, the RFP Response and all drawings, materials, supporting documentation, manuals, etc. submitted with any RFP Response (“Submitted Materials”) will, immediately upon submission, become the property of the District. After the date upon which the final vendor is selected (See Section I.C.1 below) Respondents may request the return of the Submitted Materials. However, all costs associated with returning the Submitted Materials to a Respondent shall be born and paid in advance by the Respondent.

#### The District does not guarantee the confidentiality of any Submitted Materials. Each Respondent, by submitting an RFP Response, acknowledges and agrees that any Submitted Materials will be distributed or made available to appropriate District personnel and consultants involved in this RFP process, and further understand that the Submitted Materials may be subject to disclosure pursuant to the TPIA. Information considered proprietary by a Respondent should be clearly marked “Proprietary” when submitted with an RFP Response.

#### The District reserves the right to modify and/or supplement this RFP by amendment issued by the District prior to the date and time of the Response Deadline (defined herein). Any such amendments will be posted on-line prior to the Response Deadline at the same District internet site where this RFP is kept available for solicitation of RFP Responses. It is the responsibility of each Respondent to check that internet site frequently to determine if any amendments have been issued.

#### The District reserves the right to withdraw this RFP, at its sole discretion, from any or all prospective vendors and Respondents at any time, before or after the Response Deadline. The withdrawal, if ever, of this RFP shall be effective upon the District’s issuance of written notice posted on-line at the same District internet site where this RFP is kept available for solicitation of RFP Responses, which notice may also be sent by the District to the prospective Respondents in any manner deemed reasonable by the District.

* + 1. **Form of Contract.**

### Any Respondent awarded a contract with the District for the purchase and sale of the products and/or services pursuant to this RFP shall be required to execute an agreement between the Respondent and the District which shall in all material respects contain the terms and conditions set forth in **Exhibit C** (Contract Terms), which is attached hereto and incorporated herein for all purposes. The District will not agree to change the Contract Terms except under unusual circumstances approved in the sole discretion of the District and its legal counsel. The District will entertain changes to the Contract Terms to the limited extent required to conform the unique terms of the RFP Response to the Contract Terms (e.g., unique payment provisions, terms and conditions). The District reserves the right to approve or reject any proposed changes to the Contract Terms submitted by Respondents.

### **IF ANY RESPONDENT PROPOSES CHANGES TO THE CONTRACT TERMS THE RESPONDENT MUST DO SO BY PROVIDING A REDLINE IN RESPONSE TO EXHIBIT F, THE *VENDOR’S PROPOSED REVISIONS* SHOWING ALL PROPOSED EXCEPTIONS, ADDITIONS, DELETIONS AND/OR REVISIONS TO THE REQUIRED CONTRACT TERMS. A RESPONDENT’S ATTEMPT TO PROVIDE ITS PROPOSED EXCEPTIONS, ADDITIONS, DELETIONS AND/OR REVISIONS IN ANY MANNER OTHER THAN AS INSTRUCTED MAY RESULT IN THE DISTRICT’S REJECTION OF THE RESPONSE WITHOUT FURTHER EXAMINATION.**

Respondents may not request additional changes to the Contract Terms after the RFP Response has been submitted to the District, nor will the District agree to negotiate any requested changes to the Contract Terms which are not included with the RFP Response in the manner and form set forth above in this section I.B.2 and in Exhibit F.

* + 1. **Submission of RFP Responses.**

#### All RFP Responses shall be submitted to the District as follows:

#### **All RFP submissions must be sent electronically to** [**Bid\_submissions@jpshealth.org**](mailto:Bid_submissions@jpshealth.org). The proposal (except for any redline of the Contract Terms) must be submitted in a format that preserves graphic appearance, such as portable document format (PDF) or other digital image format that is platform-independent and easily readable without purchased software. If you submit a redline in response to Exhibit F, you must provide an editable version of the redline with your RFP Response (preferably in track changes).

#### Respondents must submit the Solicitation Response as follows: the body of the email containing the Solicitation Response must state the following: (i) the name and address of the Respondent, (ii) the Response Deadline, and (iii) the RFP number. **Please put the RFP number and description in your email subject line.**

#### Unless otherwise expressly provided in this RFP or in any amendment to this RFP, no Respondent shall modify or cancel the RFP Response or any part thereof for thirty (30) days after the Response Deadline. Respondents may withdraw RFP Proposals at any time before the RFP Proposals are opened by the District, but may not resubmit them. No RFP Proposal may be withdrawn or modified after the RFP Proposal deadline

#### RFP Proposals will not be considered if they show any omissions, alterations of required forms, additions or conditions not requested or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interest of the District.

#### The Respondent acknowledges the right of the District to reject any or all RFP Responses and to waive any informality or irregularity in any RFP Response received. In addition, the District reserves the right to reject any RFP Response if the Respondent failed to submit the data, information or documents required by this RFP, or if the RFP Proposal is any way incomplete or irregular.

#### Failure to follow the instructions regarding the submission of RFP Responses may result in the District’s disqualification of such RFP Responses.

#### RFP Responses are due on or before **01-05-2022, 2:00 p.m. CST (“Response Deadline”).** The Response Deadline may be extended by the District upon amendment to this RFP issued prior to the then-existing Response Deadline. RFP Responses are not scheduled for public opening. No telephone, telephonic, or FAX RFP Responses will be accepted. The District will not be responsible for missing, lost, or late deliveries. **RFP** **Proposals delivered after the Response Deadline will not be accepted or considered under any circumstances**.

#### Each RFP Response shall contain the completed form entitled, “Vendor Certification Form” set forth on **Exhibit D** which is attached hereto and incorporated herein for all purposes.

#### Each RFP Response shall contain the completed form entitled “Conflict of Interest Questionnaire” set forth on **Exhibit E** which is attached hereto and incorporated herein for all purposes, and shall return the Conflict of Interest Questionnaire with its RFP Response.

* 1. RFP SCHEDULE AND RELATED INFORMATION
     1. **Estimated Schedule**

|  |  |
| --- | --- |
| Milestone | Date |
| Request for Proposal Issued | **12-08-2021** |
| Deadline for Questions Submitted by Respondents | **12-20-2021, 2:00 p.m. CST** |
| Pre-Proposal Conference/Site Visit- No Pre-proposal conference | **12-16-2021, 10:00 a.m. CST** |
| Response Deadline | **01-05-2022 2:00 p.m. CST** |
| RFP Evaluation Period | **TBD** |

#### **Pre-Proposal Conference/Site Visit**. A site visit will be held on Thursday, December 16th 2021 at 10:00 a.m. CST. Vendors are asked to meet at the JPS Main Entrance located at 1500 S. Main Street, Fort Worth, TX 76104. Masks are required on campus and you will be screened before entering the building.

#### **Milestone Dates.** Milestone Dates are estimated for planning purposes only and are subject to change.

* + 1. **District RFP Contact**

Respondents may, in the manner prescribed herein, present requests (“Submission Questions”) for an explanation, clarification or interpretation of the Business Requirements in this RFP and/or other requirements for submission of RFP Responses to the RFP Contact identified below during the proposal submission period. All Submission Questions must be submitted in writing and emailed tothe RFP Contact, at the email address set forth below, and must reference the appropriate pages and sections number of this RFP that are the subject of such Submission Questions. The final date and time to submit Submission Questions **is 12-20-2021, 2:00 p.m. Central Time. NO PHONE CALLS PLEASE.** Confirmation of the delivery of Submission Questions to the District is the sole responsibility of the Respondent. The District may, in its sole discretion, elect not to answer or respond to any or all Submission Questions it receives, and the failure of refusal of the District to answer or respond to any Submission Question will not affect, in any way, this RFP. Submission Questions may be informally addressed during the Pre-Proposal Conference; provided, however, that no answer or response to any Submission Question by any representative of the District shall be effective unless and until it is issued by the District in writing in the form of one or more addenda to the RFP, and has been posted to the District’s RFP website link prior to the Response Deadline. It is the responsibility of each Respondent to check the website for all addenda to the RFP up to the Response Deadline. Prospective vendors are advised that no District employee other than the RFP Contact is empowered to make binding statements regarding this RFP, and no statements, clarifications, or corrections regarding this RFP are valid or binding on the District except those issued in writing by the RFP Contact as addenda to the RFP.

**Contact between Respondents and the District, other than in the manner described and set forth in this Section I.C.2, during the RFP Response submission period or evaluation period is prohibited. Any attempt by a Respondent to engage in prohibited contact with the District or the RFP Contact may result in disqualification of its RFP Response.**

The RFP Contact is:

Haley Humphrey, Contracts Administrator

Contract Management Department

JPS Health Network

JPS Professional Office Complex

1350 S. Main St., Ste. 1350 (1st floor)

Fort Worth, TX 76104

Email: [Bid\_Submissions@jpshealth.org](mailto:Bid_Submissions@jpshealth.org)

District’s RFB/RFP website link: <https://www.jpshealthnet.org/vendors/open-rfpsrfbsrfqs>

1. **BUSINESS REQUIREMENTS**
   1. INTRODUCTION

The District is requesting proposals from qualified vendors to provide quotes for the addition of humidifier units within the JPS Endoscopy Department located at 1500 S. Main Street, Fort Worth, Texas 76104.

* 1. BACKGROUND

Tarrant County Hospital District d/b/a JPS Health Network, Tarrant County’s public healthcare provider, is a tax-supported entity and includes John Peter Smith Hospital, JPS Surgical Center, a network of community and school-based health centers, and psychiatric services. A Level I Trauma Center, the District is licensed for 578 beds with over 1 million patient encounters per year. The District has the only Psychiatric Emergency Center in Tarrant County and an inpatient psychiatric hospital for adolescents and adults. With more than 25 primary and specialty health centers, the District serves patients throughout the community. The District has a Level III NICU where more than 4,300 babies are born each year. As a Comprehensive Level I Stroke Center and an AMI Certified facility by The Joint Commission, the District provides the best possible care for heart attack and stroke patients. An academic medical center, the District has 17 residency and fellowship programs, including one of the nation’s largest Family Medicine residency programs. The District takes pride in teaching the best and brightest from around the world and offers programs in several different specialties.

* 1. PROJECT SCOPE

Please review the project drawings prepared by Baird, Hampton & Brown.

* 1. PRICE QUOTES

Price quotes shall remain firm during RFP evaluation and for an additional 120 days after recommendation for award. Any costs not included in the RFP response cannot be invoiced to the District. Use the spreadsheet attached as Exhibit A to this RFP to provide line-item pricing in your Response.

* 1. EQUIVALENT OR APPROVED EQUAL

Whenever a product is defined by describing a proprietary product, or by using the name/model of a manufacturer or vendor, the term “or other units considered to be equivalent”, if not inserted, shall be implied. The specific product described shall be understood as indicating the type, function, and minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.

The references to brand names and/or numbers are intended to be descriptive, and not restrictive, unless otherwise specified. If the specific product cannot be supplied, equivalent items meeting the standards of quality specified shall be considered. The determination of equivalent or approved equal is at the sole discretion of the District.

* 1. CONTRACT TERM

This is a one-time engagement that will run through the duration of the project. Vendor will be expected to provide a warranty for parts and labor.

* 1. SELECTION AND EVALUATION PROCESS

**Selection Process**The RFP Contact shall designate an evaluation committee (“Evaluation Committee”) which will be composed of employees from the District. The District reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary. The Evaluation Committee will narrow the field of submitted RFP responses to those which best meet the requirements of this RFP and which best meet the complete needs of the District. Each such RFP Response will then be evaluated according to the criteria set forth herein.

**Evaluation Criteria Specific to This RFP**The Evaluation Committee will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. The evaluation of RFP Responses will involve scoring each RFP Response in the areas listed and set forth below in Section I (Evaluation Factors). The District’s evaluation of the RFP Responses will be based upon each Respondent’s response to the evaluation factors stated in this RFP. Any Respondent’s failure to provide complete and full responses to the requested information may lead to disqualification of such RFP Response.

* 1. EVALUATION FACTORS

In determining how to award a contract or contracts in conjunction with the RFP, the District may consider the following:

1. Price
2. The reputation of the Respondent and of the Respondent’s goods and/or services.
3. The extent to which the goods and/or services meet the District’s needs.
4. Quality of Respondent’s goods and/or services.
5. Diversity Enterprise Participation - the utilization of historically under-utilized businesses.
   1. RFP RESPONSE CONTENT

The overall RFP Response should not exceed 25 pages total, excluding exhibits.

1. **Executive Summary**

Provide a synopsis of the highlights of the proposal and overall benefits of the proposal to the District. This synopsis should not exceed two pages in length and should be easily understood.

1. **Company Background**
2. **Project Approach**
3. **Project Team**
4. **Project Duration**
5. **Pricing**

Use the spreadsheet attached as Exhibit A to list line item pricing for all products and services involved in your proposed solution. Add lines as needed.

1. **References**

Provide a minimum of three references from similar projects, preferably within other healthcare organizations. Include name, telephone number, and email address. *The District will contact the references provided to determine Respondent’s performance record for products/services similar to that described in this request.*

1. **Diversity Enterprise Participation**

Provide a discussion on how the Respondent intends to meet the District’s goal of 25% HUB participation for the scope/specifications of this RFP. Discuss any HUB management partners the Respondent plans to team with to provide the scope/specifications. (Maximum 1 page)

The District strongly encourages the utilization of historically under-utilized businesses. If the Respondent is a Certified HUB/SMWVBE, skip B and C; if not, complete B and C.

A. Certified HUB/SMWVBE **(do not submit an expired certificate)**

**OR**

B. Communication Outreach – Attach the written notification of the subcontracting opportunity and list of three agencies and /or organizations notified regarding the interest in HUB/SMWVBE participation in this contract; *and*

C. Plan of Action – List the subcontractors selected for participation, their certification, and approximate dollar value of the work to be subcontracted and the expected percentage of the total contract amount.

1. **Required Forms**

a. Exhibit B: Signature Form

b. Exhibit D: Vendor Certification Form

c. Exhibit E: Conflict of Interest Questionnaire

d. Exhibit F: Vendor Proposed Revisions (include an **editable** **redline** in track changes if proposing changes to Exhibit C, Contract Terms)

e. Exhibit G: JPS Supplier Diversity: Good Faith Form

* 1. EVALUATION CRITERIA SCORE SHEET

| **EVALUATION CRITERIA** | **Max Points** | **Vendor**  **Score** |
| --- | --- | --- |
| 1. Price – Best Value   Pricing will be scored according to the pricing formula. | **30** |  |
| **THIS SECTION WILL BE SCORED BY THE EVALUATION COMMITTEE** | | |
| 1. The extent to which the goods and/or services meet the District’s needs. | **20** |  |
| 1. Quality of Respondent’s goods and/or services. | **25** |  |
| 1. The reputation of the Respondent and the Respondent’s goods and/or services. | **10** |  |
| **THIS SECTION WILL BE SCORED BY DIVERSITY & INCLUSION DEPARTMENT** | | |
| 1. Disadvantaged Business Enterprise Participation. This will be applied to your HUB/SMWVBE Participation and is worth **15 points**.  **If the Respondent is a Certified HUB/SMWVBE,** skip B and C; **if not,** complete B and C**.** The breakdown is as follows: | | |
| A. Certified HUB/SMWVBE | **15** |  |
| **OR** | | |
| B. Communication Outreach – Attach the written notification of the subcontracting opportunity and list of three agencies and /or organizations notified regarding the interest in HUB/SMWVBE participation in this contract; AND | **5** |  |
| C. Plan of Action – List the subcontractors selected for participation, their certification, and approximate dollar value of the work to be subcontracted and the expected percentage of the total contract amount. | **10** |  |
| **MAXIMUM TOTAL POSSIBLE POINTS** | **100** |  |
| **Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **Evaluator ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **RFP #2021953654 Endoscopy Humidification Addition** | | |

**Exhibit A**

**Price Sheet**

**RFP #2021953654 Endoscopy Humidification Addition**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **DESCRIPTION** | **QTY** | **Unit Cost** | | **Total Net Price** |
| Endo Humidification Addition | Job | $ | | $ |
| Installation |  |  | |  |
|  |  | $ | | $ |
|  |  |  | |  |
| **GRAND TOTAL** | | | $ | |

Provide an itemized breakdown of the cost. Additional lines may be added an you may also include a coy of your quote.

**Exhibit B**

**Signature Form**

Respondent shall signify Respondent’s acceptance of and compliance with the requirements, terms, and conditions of this RFP #2021953654 Endoscopy Humidification Addition by signing in the signature space set forth below.

Respondent warrants that Respondent has examined and is familiar with this RFP and its terms and conditions.

Respondent warrants that it has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily finance and complete the products and services in its RFP Response.

Respondent certifies that the individual signing this RFP Response is authorized to sign such documents on behalf of the Respondent entity and to bind Respondent and is authorized to bind the Respondent in this RFP Response.

RESPONDENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF CONNECTED WITH, OR RESULTING FROM ANY ACTS OF OMISSIONS OF RESPONDENT OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF THE RFP RESPONSE AND/OR THE AWARD OF A CONTRACT THEREON BY THE DISTRICT.

|  |  |
| --- | --- |
| **RFP #2021953654 Endoscopy Humidification Addition** | |
| RESPONDENT (COMPANY) NAME: | |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name: | Date: |
| Title: | |
| Telephone: Email: | |

**Exhibit C**

**Contract Terms**

**RFP #2021953654 Endoscopy Humidification Addition**

This agreement (“Agreement”) is entered into (“Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) and Tarrant County Hospital District d/b/a JPS Health Network (“Customer”) according to the following terms and conditions. Contractor agrees to provide and deliver to Customer and Customer agrees to purchase the Services (defined below) for the price and according to the terms and conditions set forth in this Agreement. In this Agreement, each of Contractor and Customer are a “party” and both of them collectively are the “parties”.

RECITALS

A. Contractor has offered to provide Customer with the services, parts, and related products as particularly described on **Exhibit A** which is attached hereto and incorporated herein for all purposes.

B. Customer desires to receive from Contractor and Contractor desires to provide Customer the Services according to the terms of this Agreement.

1. Price.
   1. Contractor will provide humidifier work at 1500 S. Main Street, Fort Worth, TX 76104. The word “Services” as used in this Agreement refers to these maintenance and repair services, as described more fully in **Exhibit A**.
   2. The price (“Price”) for the Services shall be as shown and set forth in **Exhibit A**. Such Price assumes that Contractor provides the Services to Customer timely and according to the provisions of **Exhibit A**. Contractor shall perform and deliver all the Services, including providing any needed replacement parts for the Equipment, free and clear of all liens, security interests, encumbrances and other claims and in good condition and working order as specified by the provisions of this Agreement and the Service and Equipment specifications promulgated by the applicable manufacturer of the Equipment and in compliance with all laws and regulations applicable to such Services and Equipment for the use intended by this Agreement. All Services and replacement parts shall be delivered to Customer with all licenses and other rights required to use and to operate the Equipment for their intended use. The Price includes the installation of the replacement parts at the location of the Equipment as indicated in **Exhibit A**. The Price also includes all travel and transportation of the replacement parts to such location.
2. Termination. Either party may terminate this Agreement for cause upon a material breach by the other party of its obligations hereunder, which breach is not cured within fifteen (15) days after the breaching party is given a Notice of Material Breach (defined below). A “Notice of Material Breach” means written notice that includes in all capital letters “NOTICE OF MATERIAL BREACH” and also includes: (i) specific details identifying the material breach; and, (ii) the notifying party's specific recommendations of actions to be (or if appropriate, not to be) taken by the other party in order for it to cure the breach. Customer shall have the right to terminate this Agreement without cause at any time prior to such end of the Term of the Agreement by giving Contractor thirty (30) days prior written notice of such termination (hereinafter referred to as “Early Termination”). In the event of Early Termination, Customer agrees that it will pay all amounts due and owing Contractor for all Services provided by Contractor up to and including the date of termination. Customer also shall reimburse Contractor for all expenses incurred by Contractor in the performance of its obligations hereunder and which are or would be due to Contractor if Early Termination had not occurred. Customer acknowledges and agrees that in the event of such Early Termination, Contractor will not provide or otherwise perform any unnecessary part of the Services nor will it incur any unreasonable expenses, but it will perform only those obligations and incur only those expenses necessary to fulfill its obligations under this Agreement. Nothing set forth herein shall limit the Customer's rights or remedies.
3. Payment Terms. Invoices reflecting amounts not subject to bona-fide dispute are payable no later than thirty (30) days after Customer’s receipt of the same.
4. Services to be Performed; Applicable Standards. Contractor shall perform and complete the Services in accordance with this Agreement, using industry best practices applicable to the performance of the Services. Furthermore, Contractor shall use only qualified personnel to perform and complete the Services in a diligent, professional and workmanlike manner, in accordance with all industry standards which are applicable to the Services, if any. Contractor will supply at its own expense, necessary computers, software, supplies and other materials required to perform and deliver the Services to Customer.
5. Installation.
   1. Equipment or replacement parts requiring installation will be installed during normal working hours. Installation services include (1) connecting the Equipment to safety switches and power outlets previously provided and installed by Customer and (2) testing the Equipment after installation to verify compliance with Contractor’s published performance specifications. Installation will be considered complete for the purposes hereof upon Customer’s first use of the Equipment after such installation or upon Contractor’s verification that the Equipment substantially complies with Contractor’s published performance specifications (Contractor’s maintenance report constituting confirmation of the same), whichever occurs first. For the purpose of commencement of any applicable warranty period, Contractor will maintain records reflecting the actual date installation is completed, and upon request Contractor will furnish Customer with written confirmation of such date.
   2. Customer is responsible for obtaining all licenses and Government approvals, if any, required for the purchase, installation, and use of the Equipment, including without limitation any certificate of need and zoning variances. Customer will complete all such activities diligently, will keep Contractor notified periodically of the results of its efforts, and upon request will provide Contractor with written confirmation of such approvals.
6. Indemnity.
   1. EXCEPT TO THE EXTENT OF ANY OTHER INDEMNITIES EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT WHICH SHALL TAKE PRECEDENCE AND CONTROL OVER THIS INDEMNITY TO THE EXTENT OF THE MATTERS COVERED BY SUCH OTHER EXPRESSLY PROVIDED INDEMNITY(IES), CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CUSTOMER, CUSTOMER’S MANAGERS, OFFICERS, AGENTS, EMPLOYEES, STAFF, REPRESENTATIVES, AND DIRECTORS (COLLECTIVELY, THE “CUSTOMER INDEMNITEES”) FROM ALL LOSSES (DEFINED BELOW) AND SHALL DEFEND THE CUSTOMER AND CUSTOMER INDEMNITEES AGAINST ALL CLAIMS AND CAUSES OF ACTION OF THIRD PARTIES ARISING OUT OF OR RELATED TO ANY OF THE FOLLOWING, EXCEPT TO THE EXTENT CAUSED BY THE INTENTIONAL MISCONDUCT OF OR MISUSE OF THE EQUIPMENT BY CUSTOMER OR ANY OF CUSTOMER INDEMNITEES OR A BREACH OF THIS AGREEMENT BY THE CUSTOMER: (1) A VIOLATION OF ANY FEDERAL, STATE, LOCAL OR FOREIGN LAW, RULE, REGULATION OR ORDER APPLICABLE TO CONTRACTOR AND/OR ITS EMPLOYEES OR REPRESENTATIVES; (2) ANY VIOLATION OR BREACH BY CONTRACTOR OF ITS REPRESENTATIONS AND WARRANTIES TO THE CUSTOMER IN THE AGREEMENT; OR, THE FACT THAT ANY OF SUCH REPRESENTATIONS AND WARRANTIES CEASES TO BE TRUE DURING THE TERM; (3) THE FAILURE OF CONTRACTOR TO OBTAIN, OR CAUSE TO BE OBTAINED, ANY REQUIRED LICENSES, PERMITS OR CONSENTS FOR THE CUSTOMER TO RECEIVE AND USE THE SERVICES OR EQUIPMENT, OR ANY COMPONENT THEREOF, TO THE FULL EXTENT PROVIDED IN THIS AGREEMENT, EXCLUDING ANY REQUIRED CONSENT THAT IS NOT OBTAINED DUE TO THE CUSTOMER’S FAILURE TO PAY FOR SAME; AND (4) PERSONAL INJURIES, DEATH OR DAMAGE TO TANGIBLE PERSONAL OR REAL PROPERTY TO THE EXTENT CAUSED BY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR OR ANY CONTRACTOR EMPLOYEE OR CONTRACTOR REPRESENTATIVE. FOR PURPOSES OF THIS SECTION, THE WORD “LOSSES” MEANS ALL ASSESSMENTS, LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITIES, JUDGMENTS, AWARDS, FINES, SANCTIONS, PENALTIES, CHARGES, AND AMOUNTS RESULTING FROM, OR AGREED TO BE PAID IN SETTLEMENT OF, ANY THIRD-PARTY CLAIM OR ALLEGATION INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY AND OTHER LEGAL FEES AND COSTS AND EXPENSES OF INVESTIGATING OR DEFENDING AGAINST SUCH CLAIM OR ALLEGATION. The terms of this subsection (a) will not apply in the event of any sale or other transfer of the Equipment by Customer or to the extent of any use of the Equipment in combination with products or devices not furnished by Contractor.
   2. CONTRACTOR AGREES TO, AND SHALL, INDEMNIFY AND HOLD CUSTOMER HARMLESS AGAINST ANY CLAIMS, DAMAGES, AND EXPENSES TO THE EXTENT THE SAME ARISE OUT OF OR ARE ASSERTED AGAINST CUSTOMER ALLEGING THAT THE SERVICES INFRINGE ANY UNITED STATES PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD-PARTY, PROVIDED THAT (1) CUSTOMER GIVES CONTRACTOR WRITTEN NOTICE WITHIN FIFTEEN (15) DAYS AFTER CUSTOMER’S ACTUAL KNOWLEDGE OF THE EXISTENCE THEREOF, OF ANY SUCH CLAIMS, DAMAGES, OR EXPENSES, AND (2) CUSTOMER AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AS REASONABLY NECESSARY TO DEFEND, SETTLE, REIMBURSE, OR AVOID ANY SUCH CLAIMS, DAMAGES AND EXPENSES.
   3. Upon timely receipt of Customer’s written notice, Contractor will assume the defense of any claims against Customer. Customer agrees to cooperate with Contractor in the defense or settlement of all such claims.
   4. Contractor shall not be bound by the terms of any compromise or settlement agreement negotiated or concluded by Customer without the prior written consent of Contractor.
7. Customer Reporting. Customer agrees to properly report and disclose any discounts or other price reductions (collectively referred to herein as “discounts”) granted by the Contractor to Customer on the purchase of Services, Equipment, or replacement parts, to the extent required by applicable state or federal law. When applicable, any discounts granted by Contractor to Customer are intended to reflect discounts or other reductions in price within the meaning set forth in the Social Security Act of 1935, as amended, (42 U.S.C. §1320a-7b(b)(3)(A)) and the regulations promulgated thereunder, and may reflect a bundled discount pricing arrangement. With regard to any bundled discount pricing arrangement, Contractor will, where appropriate, timely provide Customer (either herein or by separate statement) further detail pertaining to such discounts and the allocation of total net purchase dollars for equipment, service and products, as applicable. Customer may have an obligation to report such discounts to any state or federal program that provides reimbursement to the Customer for the items to which the discount applies, and, if so, Customer will fully and accurately report such discounts. Further, Customer will retain invoices and other price documentation and will make them available to federal or state officials when requested in accordance with applicable law.
8. Confidentiality. Subject to the requirements of the limitations stated in Section 14 below, each party agrees to keep the other party’s proprietary information confidential and not to use such proprietary information except as necessary to perform under this Agreement. Upon termination of this Agreement, each party will return to the other party all such proprietary information. All information relating to patients and employees of Customer is confidential.
9. Warranties. Except as to extended warranties expressly reflected in **Exhibit A** and purchased by Customer, Contractor provides no specific express warranties with respect to the Services or Equipment. The only express warranties applicable to the Services and Equipment are those expressly set forth in **Exhibit B** attached hereto and incorporated herein and the extended warranties expressly reflected in **Exhibit A** and purchased by Customer. No other express warranties are offered by Contractor with respect to the Equipment, and Contractor has not authorized any employee or agent to offer any warranties except those referenced above. SUCH WARRANTIES REFERENCED IN THIS SECTION ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF CONTRACTOR. CONTRACTOR NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT.
10. Export Controls. Any Equipment or replacement parts provided under this Agreement are sold or licensed to Customer subject to the U.S. export control laws and regulations (the “Export Control Laws”). Customer shall not export Equipment or parts in contravention of such Export Control Laws.
11. Limitations. Contractor acknowledges and agrees that there exist constitutional and statutory limitations (“Limitations”) on Customer as a governmental entity respecting certain terms and conditions that may be part of this Agreement, including, but not limited to, (i) terms and conditions relating to liens on Customer’s property, (ii) disclaimers and limitations of warranties, (iii) disclaimers and limitations of liability for damages, (iv) waivers, disclaimers and limitations of legal rights, remedies, requirements and processes, (v) limitations of periods to bring legal action, (vi) granting control of litigation or settlement to another party, (vii) liability for acts or omissions of third parties, (viii) payment of attorneys’ fees, (ix) dispute resolution, (x) indemnities, and (xi) confidentiality, and any such terms and conditions related to the Limitations shall not be binding on Customer except to the extent authorized by the laws and constitution of the state of Texas.
12. Tax Exemption. Contractor recognizes that Customer qualifies as a tax-exempt governmental agency pursuant to the provisions of Section 151.309 of the Texas Sales, Excise, and Use Tax Code, and is not responsible for payment of any amounts accountable or equal to any federal, state or local sales, use, excise, personal property, or other taxes levied on any transaction or article provided for by this Agreement.
13. Texas Public Information Act. Contractor acknowledges that Customer is a governmental body under Chapter 552 of the Texas Government Code and thereby acknowledges that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act (“TPIA”) request and hereby assumes full responsibility for challenging any requests for information it considers confidential under Chapter 552. Customer agrees to notify Contractor of any TPIA requests that seek disclosure of what Customer reasonably determines to potentially constitute confidential information of Contractor under this Agreement; however, failure to notify by Customer shall not be deemed a material breach of the Agreement. Contractor’s confidential information, which may include, but is not limited to, any trade secrets, financial information, and related proprietary information (“Confidential Information”) that is provided by Contractor to Customer under the terms of this Agreement may be subject to the exception to disclosure applicable to Customer under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request for public information is made on Customer to disclose documents or information which contain what Contractor has identified to Customer to be, or is otherwise believed by Customer to be Confidential Information, Customer agrees to (i) promptly notify Contractor of such request for disclosure, and (ii) decline any such request for disclosure of such Confidential Information and file a written request with the Texas Attorney General’s office seeking a determination as to whether such disclosure may be withheld; provided, however, failure to notify by Customer shall not be deemed a material breach of the Agreement. Customer is not required to take any further action with respect to any request made for determination by the Attorney General, and after any such request is made, all responsibility for briefing, supplementing and challenging the results of any requests to the Attorney General shall be Contractor’s sole responsibility.
14. Chapters 2271 and 2252 Texas Government Code Verification.  In compliance with Section [2271.001](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2271.htm) et seq. of the Texas Government Code, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section [808.001(1)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.808.htm) of the Texas Government Code. In compliance with Section [2252.151](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm#2252.151) et seq. of the Texas Government Code, Contractor warrants, represents, and by its execution of this Agreement hereby verifies that: (1) Contractor does not engage in scrutinized business operations in Sudan; (2) Contractor does not engage in scrutinized business operations in Iran; and (3) Contractor does not engage in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section [2270.0052](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0052) of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section [2270.0102](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0102) of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section [2270.0152](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0152) of the Texas Government Code.
15. Prohibition on Use of Name and Logo*.* Contractor agrees that it will not, without the prior written consent of Customer, use the names, logos, symbols, trademarks or service marks of the Customer, including but not limited to those associated with JPS Health Network, for any purposes or uses (expressly including but not limited to for Contractor’s advertising, promotion or other marketing) other than those reasonably related to performing and completing the obligations under this Agreement. This section titled “Prohibition on Use of Name and Logo” shall survive the termination or expiration of this Agreement.
16. Insurance*.* Contractor shall purchase and maintain at all times such insurance at Contractor’s sole cost, which will protect Contractor from all claims, including but not limited to those claims set forth below, which may arise out of Contractor’s activities (the Services) whether such activities are by the Contractor or Contractor representatives, agents, or subcontractors.
    1. Professional liability insurance for the Services provided and the obligations performed under the Agreement in the minimum amount of One Million Dollars ($1,000,000.00) per person and Three Million Dollars ($3,000,000.00) per occurrence
    2. Comprehensive general liability (including but not limited to bodily injury and death, broad-form property damage, contractual and premises) with combined single limits of not less than amounts of One Million Dollars ($1,000,000.00) for per person and Three Million Dollars ($3,000,000.00) per occurrence;
    3. Workers compensation with statutory limits of liability and minimum Employer’s Liability limits in amounts sufficient to cover Contractor’s obligations under this Agreement; and
    4. Automobile liability with a minimum One Million Dollars ($1,000,000.00) combined single limit per occurrence for bodily injury and property damage. The insurance shall include coverage for owned automobiles, hired automobiles and non-owned automobiles.

All insurance shall be issued by insurance companies authorized to engage in business in the State of Texas, and have a rating of no less than A- in the most current edition of the A.M. Best Insurance Report or the equivalent in Moody’s and/or S&P.

*Specific Requirements*. All liability policies shall be endorsed to include Customer as an additional insured to the extent indemnified pursuant to this Agreement. Contractor’s policies shall be primary over Customer policies (if any), and shall provide for severability of interests, and thirty (30) days’ notice of cancellation.

*Certificates and Notices*. Two (2) Certificates of Insurance shall be provided to Customer as evidence of compliance with this requirement, prior to the provision of Services under this Agreement. Contractor shall provide thirty (30) days’ prior written notice to Customer of any nonrenewal or cancellation of any insurance coverage.

Contractor recognizes and agrees that Customer is a political subdivision of the Sovereign State of Texas and is therefore subject to the Tort Claims Act.

1. Compliance with Laws*.* In providing the services required by this Agreement, Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
2. Conflicting Provisions. To the extent there is any conflict between the terms of the Agreement and the terms of **Exhibit A** and any other documents either attached to this Agreement as exhibits or any other identified in writing by Contractor and Customer as a part of the Agreement documents, the terms of this Agreement are controlling.
3. Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH THE USE OF THE SERVICES OR EQUIPMENT.
4. Governing Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, USA, WITHOUT REFERENCE TO ITS LAWS RELATING TO CONFLICTS OF LAW. Any legal action arising out of or relating to this Agreement shall be brought only in the state or federal courts located in Tarrant County, Texas, and the parties irrevocably consent to the jurisdiction and venue of such courts.
5. Binding Agreement. The parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the parties hereto.
6. Waiver. The failure to comply with or to enforce any term, provision, or condition of this Agreement, whether by conduct or otherwise, shall not constitute or be deemed a waiver of any other provision hereof; nor shall such failure to comply with or to enforce any term, provision, or condition hereof constitute or be deemed a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
7. Parties Affected. Nothing in this Agreement, whether express or implied, is intended to confer upon any individual or entity, other than the parties hereto (and their respective heirs, representatives, successors, and permitted assigns), any rights or remedies hereunder or otherwise. Nothing in this Agreement is intended to relieve or discharge any liability of any party hereto or any third party. No provision in this Agreement shall give any individual or entity any right of subrogation against any party hereto.
8. Notices.  All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) when received by the party to whom directed; (b) when sent by fax transmission to the following fax numbers; or (c) when deposited in the United States mail when sent by certified or registered mail, return receipt requested, postage prepaid to the following addresses (or at such other addresses or fax numbers as shall be given in writing by either party to the other):

If to Customer: Tarrant County Hospital District

Robert Earley, President and CEO

1500 S Main St.

Fort Worth, TX 76104

Telephone: (817) 927-1234

Fax: (817) 924-1207

If to Contractor: [Contractor]

Attn:

[address]

[address]

Telephone:

Fax:

Email:

1. Severability. Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.
2. Assignment. No party to this Agreement may assign this Agreement without the prior written consent of the other party.
3. Subject Headings. The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.
4. Relationship of the Parties. None of the provisions of this Agreement are intended to create, and none shall be deemed or construed to create, any relationship between the parties, other than that of independent contractors. This Agreement shall not create the relationship of employer-employee, agency, partnership, or joint venture. Neither party shall have the right or power in any manner to unilaterally obligate the other to any third party, whether or not related to the purpose of this Agreement.
5. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the parties. No supplement, modification, purchase order or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable on either party hereto unless in writing signed by both parties.
6. Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable parts, or any similar cause beyond the reasonable control of the parties.
7. Electronic Signatures; Facsimile and Scanned Copies; Duplicate Originals; Counterparts; Admissibility of Copies. Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

[Contractor’s legal name] Tarrant County Hospital District d/b/a JPS Health Network

By: By:

Name: Name:

Title: Title:

Date: Date:

Maintenance Agreement (service w replacement parts) 071720.docx

**Exhibit A**

**WARRANTY**

**Equipment and Parts**

Contractor shall furnish to Customer all manufacturer’s parts and equipment warranties received. For a period of one (1) year from the date of the respective work, repair, or installation performed by Contractor, Contractor agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Contractor that are not covered under a manufacturer’s warranty and that adversely affecting the performance of the equipment installed by Contractor, if any.

**Labor**

Contractor warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of one hundred eighty (180) days from the date of the respective work, repair or installation performed by Contractor, Contractor agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Contractor, if any.

[insert]

**Exhibit D**

**Vendor Certification Form**

**RFP #2021953654 Endoscopy Humidification Addition**

|  |  |  |
| --- | --- | --- |
| **Instructions:**  Vendors doing business with the District are requested to complete this form in its entirety. If you are a Disadvantaged Business Enterprise, the requested information pertains to the owner(s) of the company. This form must be signed and dated by an authorized representative of your company. | | |
| Respondent’s Name:  Years in business under same name: Previous Name:  General E-mail Address:  Current Address:  Sales Rep/Customer Service Name:  E-mail Address:  Sales Rep/Customer Service Phone#:  Fax#:  Accounts Receivable Contact Name:  Phone # TCHD Account A/R# | | |
| **List your major commodities:** | | |
| **Check all that apply with respect to major commodity:**  Supply  Equipment  Service  (List type of service, i.e., temp. agency, surveyor, etc.: \_\_\_\_\_\_\_  Consultant Distributor  Manufacturer Contractor Subcontractor  Approximate dollar volume of business with the District in past twelve (12) months: **$\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **ETHNICITY OF company’S American OWNERSHIP** (Please place an X in the appropriate box**:** | | |
| Asian Pacific  African American  Caucasian  Hispanic  Native American | Other  \_\_\_\_\_\_\_\_\_\_\_\_  (SPECIFY) | Public OWN STOCK:  yES   nO |
|  |  | MAJORITY OWNER:  mALE   fEMALE |

**INCLUDE THE FOLLOWING:**

Copy of certificate(s) (State of Texas, North Central Texas Regional Certification Agency (NCTRCA), Historically Underutilized Businesses (HUB), or any agency confirming your business as being a women/minority-owned or small business enterprise.

***signature*:** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* ***Title:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Print Name:*** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* ***Date:*** *\_\_\_\_\_\_\_\_\_\_\_\_*

**Exhibit E**

**Conflict of Interest Questionnaire**

Chapter 176 to the Texas Local Government Code (“Chapter 176”) contains provisions mandating the public disclosure of certain information concerning persons doing business or seeking to do business with the District (“Disclosure Information”). The Disclosure Information relates to affiliations, and business and financial relationships such persons may have with members of the District’s governing body, its officers and certain other high-level District employees. Each Respondent is charged with the responsibility of becoming familiar with the requirements of Chapter 176 and for complying with the applicable provisions thereof.

Each Respondent shall complete the Conflict of Interest Questionnaire set forth below and shall return the completed Conflict of Interest Questionnaire with its RFP Response. A complete copy of Chapter 176 of the Local Government Code may be found at: <https://statutes.capitol.texas.gov/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; or (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.

**RFP #2021953654 Endoscopy Humidification Addition**

|  |  |  |  |
| --- | --- | --- | --- |
| **CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ**  **For vendor doing business with local governmental entity** | | | |
| **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.   1. 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   1. 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 F**

**Vendor’s Proposed Revisions**

**RFP #2021953654 Endoscopy Humidification Addition**

In submitting a response to this RFP, the Respondent agrees to accept the terms and conditions set forth in this RFP or incorporated herein by reference. **The successful Respondent will be expected to enter into a contract which contains substantially the same terms and conditions as are included in Exhibit C to this RFP.**

If you are proposing any revisions to Exhibit C, the Contract Terms, you MUST indicate this below and **provide a redline of your proposed revisions**. The District will only consider those exceptions, additions, deletions or revisions as are set forth by Respondent specifically in response to this Exhibit F. The District may accept or reject your proposed revisions at its sole discretion. No proposed revisions will become effective unless accepted by the District and agreed to in writing and signed by both parties.

The District considers the Respondent to agree to all terms and conditions of the Contract Terms (including Exhibits), unless otherwise indicated herein. Absence of a redline will constitute agreement, and there will be no further negotiations regarding the same. **Respondents submitting redlines must provide an editable version of the redline with their RFP Response (preferably in track changes).**

***Please note***: The District will not agree to indemnify the vendor, limit the vendor’s liability, shorten the statute of limitations for any claim, submit to binding arbitration, waive its right to a jury trial, or waive its existing governmental immunity. DO NOT include any such provisions in your response, as they will not be accepted.

**Respondent *MUST* check the appropriate response below:**

Respondent accepts Contract Terms without exception.

OR

Respondent proposes exceptions/modifications to the Contract Terms.

****

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Printed Name

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Title

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Date

**EXHIBIT G**

**JPS SUPPLIER DIVERSITY: GOOD FAITH FORM**

|  |  |
| --- | --- |
| RFP # and Name: | **RFP #2021953654 Endoscopy Humidification Addition** |
| Prime Vendor Name: |  |
| Prime Vendor address: |  |
| Prime Vendor UCM ID: | TBD |

1. Are you a Historically Underutilized, Small, Minority, Woman or Veteran owned business (HUB / SMWVBE)?

If yes, please attach your updated certification form ***(Stop Here)***

If no, please continue to **#2 below**

1. List all participating HUB/SMWVBE certified agencies/organizations contacted regarding subcontracting and/or partnership opportunities for this contract. *(Insert additional rows as needed.)*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Subcontractor Company Name | Email / Phone | Certification Type and Number | Total Contract Value | HUB/SMWVBE Subcontract Value | % of Total Contract |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. If no HUB/SMWVBE participation is listed above, have you checked the JPS Vendor portal at <https://jpshealth.gob2g.com/>? The vendor portal is a directory of certified HUB/SMWVBE businesses  
   *Ex: Support services to participate under the contract*

If you searched the vendor portal, list HUB/SMWVBE company name(s) and contact information below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Subcontractor Company Name | Email / Phone | Certification Type and Number | Total Contract Value | HUB/SMWVBE Subcontract Value | % of Total Contract |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. If you are not a HUB/SMWVBE and do not have a HUB/SMWVBE subcontractor, please provide a statement regarding steps that your company has taken to demonstrate your commitment to Supplier Diversity: (*Insert additional rows as needed)*
2. Please provide an explanation as to how you plan to identify HUB/SMWVBE participation on this contract: *(Insert additional rows as needed)*

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Name of Vendor (Print)** |  | **Vendor Signature** |
|  |  |  |
| **Date** |  | **Vendor Phone** |
|  |  |  |
| **Diversity Administration Reviewer (Print)** |