



**THE CENTER FOR HEALTH CARE  
SERVICES**

**REQUEST FOR PROPOSAL  
("RFP")  
(RFP-2023-010)  
for  
Biomedical, Sharps and Pharmaceutical Waste  
Disposal/Destruction Services**

Release Date: 07/03/2023  
Proposals Due: 08/02/2023 by 12:00 PM Central Standard Time (CST)

**\* Proposals not received by deadline will be rejected and returned unopened.**

**002 - TABLE OF CONTENTS**

002 - TABLE OF CONTENTS ..... 2  
003 - BACKGROUND ..... 3  
004 - SCOPE OF SERVICES ..... 4  
005 - ASSURANCES ..... 8  
006 - TERM OF CONTRACT ..... 9  
007 - PRE-SUBMITTAL CONFERENCE ..... 9  
008 - PROPOSAL REQUIREMENTS ..... 9  
009 - SUBMISSION OF PROPOSAL ..... 10  
010 - RESTRICTIONS ON COMMUNICATION ..... 11  
011 - EVALUATION OF CRITERIA ..... 12  
012 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS ..... 12  
013 - SCHEDULE OF EVENTS ..... 13  
014 - INSURANCE REQUIREMENTS ..... 13  
015 - RFP ATTACHMENTS ..... 16

### **003 - BACKGROUND**

The Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services ("CENTER") is a multi-facility community mental health and mental retardation Center created under the authority of Section 534.001 of the Texas Health and Safety Code by its sponsoring agencies, Bexar County and the Bexar County Hospital District d/b/a the University Health System. The CENTER has been providing services to Bexar County residents experiencing mental health, intellectual developmental disabilities and/or substance abuse issues for over fifty years and is the Texas Health and Human Services Commission-designated Local Mental Health Authority for Bexar County, Texas. The CENTER is considered a quasi-governmental entity, a political subdivision of the state of Texas, but is not a Texas state agency. The CENTER'S administrative offices are located at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas 78213.

## 004 - SCOPE OF SERVICES

The Center for Health Care Services ("Center") is seeking proposals from qualified and experienced vendor(s) with the appropriate resources to provide biomedical waste disposal, sharps disposal, and medication destruction/disposal services, to include but not limited to: disposal of biomedical waste, including sharps as well as destruction or disposal services for medication(s), including DEA regulated ("controlled") medications.

### **A. Contractor Minimum Qualifications and Requirements**

1. Respondent shall be capable of providing a complete turn-key operation to include all waste monitoring, labeling, marking, loading, placarding, manifesting, training, transportation and incineration or disposal.
2. Respondent shall have and maintain in good standing all required governmental permits, licenses, registrations, and approvals necessary to provide this scope of services, to include but not limited to: annual registration with the Texas Commission on Environmental Quality (TCEQ).
3. Respondent shall maintain adequate staff of experienced and qualified employees to ensure the efficient performance of the scope of services.
4. Respondent shall maintain an exposure control plan and medical surveillance program to include but not limited to: bloodborne pathogens, tuberculosis, and regulatory requirements (29 CFR 1910.1030).
5. Respondent shall ensure all persons directly involved with the handling of biomedical waste(s) shall be trained regarding the use of safety equipment, emergency response equipment and personal protective equipment and shall have received all training required by the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Texas Commission on Environmental Quality (TCEQ), Texas Department of State Health Services (TDSHS), Department of Transportation (DOT), Centers for Disease Control (CDC) and any other applicable governmental authorities.
6. Respondent shall maintain, in good standing, all applicable federal, state, and local licenses and any other licenses, registrations or certifications from any governmental entity with jurisdiction.
7. Respondent shall promptly notify the Center's Director of Nursing (DON) and Chief Medical Officer (CMO) if Respondent experiences either of the following:
  - a. Loss of any applicable license, authorization or be prohibited from performing any or all of this scope of services; or
  - b. Receives notice from a regulatory agency of a violation or a change in Respondent's compliance status,

Prompt notification shall mean (a) an immediate telephone call to the DON and CMO, followed by (b) delivery of email notification to the Center's DON, CMO, and Contracting and Procurement Division within twenty-four (24) hours of Respondent's receipt of such information.

8. Respondent shall maintain and submit evidence of current EPA, TDSHS and TCEQ facility registration numbers; DOT registrations and licenses, and approved transporter license(s).
9. Respondent shall ensure it maintains internal guidelines and procedures relating to the handling, packaging, transportation, storage, treatment, or disposal of biomedical wastes (to include biohazard, sharps, and wasted medication).
10. Respondent shall install, service, replace and maintain all receptacles for all disposal types listed in this scope of services. Respondent should be aware of locations, number and size of receptacle, and frequency of pick-up. Receptacles shall remain at the Center location and quantity indicated within this solicitation will be exchanged at the frequency requested by the Center.
11. Respondent shall ensure it maintains all necessary documentation for all types of disposal/destruction listed that is required by state and federal law, and applicable regulations, statutes, and/or reporting requirements.
12. In addition to the above mentioned regulatory bodies, Respondent shall comply with the following requirements (including any subsequent revisions):

- a. 30 TAC, §326.53 (relating to Medical Waste Management)
- b. 21 CFR §1317 (relating to Disposal and Destruction of Controlled Substances)
- c. 49 CFR §173.197 (relating to Regulated Medical Waste)
- d. 26 TAC §301.355(b)(4)(G) (relating to Medication Services)
- e. 25 TAC §448.1003 (relating to Medication Inventory and Disposal)
- f. 22 TAC §303.1 (relating to Destruction of Dispensed Drugs)

13. Center reserves the right, in its sole discretion, to add (and pay at a comparable contract rate) or delete any participating location for services to be performed under with thirty (30) calendar day's written notice.

**B. Pharmaceutical Waste**

1. **Medication Collection Receptacles and Disposal for Non-Controlled Substances.** Respondent will be responsible for collection and disposal of a full medication collection receptacle for non-controlled substances and delivering a new medication collection unit for non-controlled substances to the participating location. Drug collection, transport for disposal or destruction, and replenishment of collection equipment and materials shall be included. This must be a separate solution to the DEA-compliant permanent receptacle/replaceable liners for controlled substances identified in number two (2) below.
2. **Medication Collection Receptacles and Disposal for Controlled Substances.** The Respondent is responsible for collecting and disposing of a full replaceable liner for a DEA-compliant permanent receptacle for controlled substances and delivering a new liner for permanent receptacle to the participating location. Drug collection, transport for disposal or destruction, and replenishment of collection equipment and materials shall be included.
3. **Disposal/Destruction Process.** The Respondent is responsible for completing all disposal or destruction processes in accordance with applicable federal and state laws and regulations.
4. **List of Participating Locations and Inventory of Collection Receptacles.** The Respondent is responsible for maintaining a list of all participating locations, and an inventory of the type of receptacle at each location and a list of all exchanged collection receptacles or liners delivered to each location by date. At all locations, Respondent's qualified personnel shall contact the location's point of contact (POC) for pick-up, documentation handoff, and receptacle exchange.

Location Pharmaceutical Waste Disposal/Destruction	Bin Size	Number of Bins	Exchange Frequency
* 1 Haven for Hope Way Bldg. 9 San Antonio, TX 78207 (Integrated Care Clinic)	8-Gallon	2	2X Per Year
**10975 Applewhite Rd., San Antonio, TX 78224	8-Gallon	1	2X Per Year
* 1231 W. Martin St., San Antonio, TX 78207	8-Gallon	2	2X Per Year
* 1954 E. Houston St., San Antonio, TX 78202	8-Gallon	2	2X Per Year
* 227 W. Drexel Ave., Bldg. B San Antonio, TX 78210	8-Gallon	2	2X Per Year
* 227 W. Drexel Ave., Bldg. D San Antonio, TX 78210	8-Gallon	2	2X Per Year
227 W. Drexel Ave., San Antonio, TX 78210	8-Gallon	1	1X Per Year
* 2711 Palo Alto Rd., San Antonio, TX 78211	8-Gallon	2	2X Per Year
* 2927 Eisenhower Rd., San Antonio, TX 78209	8-Gallon	2	2X Per Year
315 N. San Saba St., Suite 1003, San Antonio, TX 78207	8-Gallon	1	2X Per Year
* 5210 Thousand Oaks Dr., San Antonio, TX 78233	8-Gallon	2	2X Per Year
* 5372 Fredericksburg Rd., Bldg. F San Antonio, TX 78229	8-Gallon	2	2X Per Year
* 601 N Frio St., Bldg. 1, San Antonio TX 78207 (Crisis Unit)	8-Gallon	2	2X Per Year
* 601 N Frio St., Bldg. 1, San Antonio, TX 78207 (Detox Unit)	8-Gallon	2	2X Per Year
* 601 N Frio St., Bldg. 2, San Antonio, TX 78207 (OATS Clinic)	8-Gallon	2	2X Per Year
* 601 N Frio St., Bldg. 2, San Antonio, TX 78207 (Primary Care Clinic)	8-Gallon	2	2X Per Year
6800 Park Ten Blvd., West Bldg., San Antonio, TX 78213	8-Gallon	1	1X Per Year
6812 Bandera Rd., Suite 213, San Antonio TX 78238	8-Gallon	1	1X Per Year
* 711 E. Josephine St., San Antonio, TX 78208	8-Gallon	2	2X Per Year
* 7622 Linkside Dr., San Antonio, TX 78240	8-Gallon	2	2X Per Year
8122 Datapoint St., Suite 1003, San Antonio TX 78229	8-Gallon	1	2X Per Year
* 928 W. Commerce St., San Antonio, TX 78207	8-Gallon	2	2X Per Year

\*Location bin total includes one (1) bin for disposal/destruction of controlled substances.

\*\*Fence-secured location accessible by gate code.

**C. Biomedical Waste**

1. Respondent must be capable of accepting and successfully treating and destroying all biomedical waste as defined by the TCEQ.
2. All methods of waste treatment must be in compliance with TCEQ and any other state or federal requirements.
3. All waste must be either incinerated at a TCEQ-approved facility or certified by the incinerating facility as having been incinerated or treated by method capable of rendering the material as “treated biomedical waste.” If the waste is not incinerated, it must be shredded sufficiently to make it unrecognizable and certified by the facility as having been rendered “treated biomedical waste.”
4. Facilities using incineration must meet or exceed the commercial biomedical waste incineration standards as specified by the TCEQ.
5. **Contractor Responsibility.** Respondent shall furnish all labor, equipment, materials, and services necessary to accomplish this scope of services.
6. **List of Participating Locations and Inventory of Collection Receptacles.** The Respondent is responsible for maintaining a list of all participating locations, and an inventory of the type of collection unit at each location, and a list of all exchanged receptacles or liners delivered to each location by date. At all locations, Respondent’s qualified personnel shall contact the location’s point of contact (POC) for pick-up, documentation handoff, and receptacle exchanges at the requested frequency.

Location for Biomedical Waste Disposal/Destruction	Bin Size	Number of Bins	Exchange Frequency
1 Haven for Hope Way Bldg. 9 San Antonio, TX 78207 (Integrated Care Clinic)	30-Gallon	1	Weekly
**10975 Applewhite Rd., San Antonio, TX 78224	30-Gallon	1	Monthly
1231 W. Martin St., San Antonio, TX 78207	30-Gallon	1	Monthly
1954 E. Houston St., San Antonio, TX 78202	30-Gallon	1	Monthly
227 W. Drexel Ave., Bldg. B San Antonio, TX 78210	30-Gallon	1	Monthly
227 W. Drexel Ave., Bldg. D San Antonio, TX 78210	30-Gallon	1	Monthly
227 W. Drexel Ave., San Antonio, TX 78210	30-Gallon	1	Monthly
2711 Palo Alto Rd., San Antonio, TX 78211	30-Gallon	1	Monthly
2927 Eisenhower Rd., San Antonio, TX 78209	30-Gallon	1	Monthly
315 N. San Saba St., Suite 1003, San Antonio, TX 78207	30-Gallon	1	Monthly
5210 Thousand Oaks Dr., San Antonio, TX 78233	30-Gallon	1	Monthly
5372 Fredericksburg Rd., Bldg. F San Antonio, TX 78229	30-Gallon	1	Monthly
601 N Frio St., Bldg. 1, San Antonio TX 78207 (Crisis Unit)	30-Gallon	1	Monthly
601 N Frio St., Bldg. 1, San Antonio, TX 78207 (Detox Unit)	30-Gallon	1	Monthly
601 N Frio St., Bldg. 2, San Antonio, TX 78207 (OATS Clinic)	30-Gallon	1	Monthly
601 N Frio St., Bldg. 2, San Antonio, TX 78207 (Primary Care Clinic)	30-Gallon	1	Monthly
6800 Park Ten Blvd., West Bldg., San Antonio, TX 78213	30-Gallon	1	Monthly
6812 Bandera Rd., Suite 213, San Antonio TX 78238	30-Gallon	1	Monthly
711 E. Josephine St., San Antonio, TX 78208	30-Gallon	1	Monthly
7622 Linkside Dr., San Antonio, TX 78240	30-Gallon	1	Monthly
8122 Datapoint St., Suite 1003, San Antonio TX 78229	30-Gallon	1	Monthly
928 W. Commerce St., San Antonio, TX 78207	30-Gallon	1	Monthly

\*\*Fence-secured location accessible by gate code.

**D. Sharps/Regulated Medical Waste**

1. Respondent shall provide and install medical sharps disposal receptacles that meet all federal, state, OSHA and DOT standards for collection, storage, and transport of medical waste/sharps. Minimum requirements for reusable sharps receptacles are as follow:

- a. Reusable
- b. Puncture proof
- c. Pre-assembled
- d. Leak-proof
- e. Over-fill protection (i.e., swing tray tops)
- f. Lockable
- g. Sight / view port
- h. Large access opening but with restricted hand access that will prohibit a child or adult from accessing the contents for most receptacles with an open top receptacle or other similar area uses.
- i. Closet available size company offers if different than the size requested in the table below.

2. **List of Participating Locations and Inventory of Collection Receptacles.** The Respondent is responsible for maintaining a list of all participating locations, and an inventory of the type of receptacle at each location, and a list of all exchanged receptacles or liners delivered to each location by date. At all locations, Respondent's qualified personnel shall contact the location's point of contact (POC) for pick-up, documentation handoff, and receptacle exchange at the requested frequency.

Location for Sharps/Regulated Medical Waste Disposal/Destruction	Bin Size	Number of Bins	Exchange Frequency
1 Haven for Hope Way Bldg. 9 San Antonio, TX 78207 (Integrated Care Clinic)	5.1 Liter	5	1X Per Week
**10975 Applewhite Rd., San Antonio, TX 78224	5.1 Liter	1	2X Per Month
1231 W. Martin St., San Antonio, TX 78207	5.1 Liter	1	1X Per Month
1954 E. Houston St., San Antonio, TX 78202	5.1 Liter	10	1X Per Month
227 W. Drexel Ave., Bldg. B San Antonio, TX 78210	5.1 Liter	2	2X Per Month
227 W. Drexel Ave., Bldg. D San Antonio, TX 78210	5.1 Liter	2	2X Per Month
227 W. Drexel Ave., San Antonio, TX 78210	5.1 Liter	1	2X Per Year
2711 Palo Alto Rd., San Antonio, TX 78211	5.1 Liter	1	1X Per Month
2927 Eisenhower Rd., San Antonio, TX 78209	5.1 Liter	2	2X Per Month
315 N. San Saba St., Suite 1003, San Antonio, TX 78207	5.1 Liter	1	1X Per Month
5210 Thousand Oaks Dr., San Antonio, TX 78233	5.1 Liter	2	2X Per Month
5372 Fredericksburg Rd., Bldg. F San Antonio, TX 78229	5.1 Liter	5	1X Per Month
601 N Frio St., Bldg. 1, San Antonio TX 78207 (Crisis Unit)	5.1 Liter	3	2X Per Week
601 N Frio St., Bldg. 1, San Antonio, TX 78207 (Detox Unit)	5.1 Liter	1	1X Per Month
601 N Frio St., Bldg. 2, San Antonio, TX 78207 (OATS Clinic)	5.1 Liter	3	1X Per Month
601 N Frio St., Bldg. 2, San Antonio, TX 78207 (Primary Care Clinic)	5.1 Liter	5	2X Per Week
6800 Park Ten Blvd., West Bldg., San Antonio, TX 78213	5.1 Liter	2	2X Per Month
6812 Bandera Rd., Suite 213, San Antonio TX 78238	5.1 Liter	1	2X Per Year
711 E. Josephine St., San Antonio, TX 78208	5.1 Liter	2	1X Per Month
7622 Linkside Dr., San Antonio, TX 78240	5.1 Liter	1	2X Per Month
8122 Datapoint St., Suite 1003, San Antonio TX 78229	5.1 Liter	1	1X Per Month
928 W. Commerce St., San Antonio, TX 78207	5.1 Liter	14	2X Per Week

\*\*Fence-secured location accessible by gate code.

**005 - ASSURANCES**

The Proposer assures the following (signature required):

1. That all addenda and attachments to the RFP as distributed by CENTER have been received.
2. No attempt will be made by the Proposer to induce any person or firm to submit or not to submit a Proposal, unless so described in the RFP document.
3. The Proposer does not discriminate in its services or employment practices on the basis of race, color, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
4. That no employee of CENTER or Department of State Health Services (“DSHS”), and no member of CENTER’s Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Proposer is unable to make the affirmation, then the Proposal must disclose any knowledge of such interests.
5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
6. Proposer accepts CENTER’s right to cancel the RFP at any time prior to contract award.
7. Proposer accepts CENTER’s right to alter the timetables for procurement as set forth in the RFP.
8. The Proposal submitted by the Proposer has been arrived at independently without consultation, communication, or agreement with another party for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Proposal submitted by the Proposer has not been knowingly disclosed by the Proposer to any other Proposer prior to the notice of intent to award.
10. No claim will be made to CENTER for payment to cover costs incurred in the preparation of the submission of the Proposal or any other associated costs.
11. CENTER has the right to complete background checks and to verify information submitted by a Proposer.
12. The individual signing this document and the contract is authorized to legally bind the Proposer.
13. The address submitted by the Proposer to be used for all notices sent by CENTER is current and correct.
14. All cost and pricing information is reflected in the Proposal documents or attachments.
15. That the Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
16. That the Proposer is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.
17. Proposer shall disclose whether any of the directors or personnel of Proposer has either been an employee or a trustee of CENTER within the past two (2) years preceding the date of submission of the Proposal. This requirement applies to all personnel, whether or not identified as key personnel. If such employment has existed, or term of office served as trustee, the Proposer shall state in an attached writing the nature and time of the affiliations as defined.
18. Proposer shall identify in an attached writing any trustee or employee of CENTER who has a financial interest in Proposer or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. Moreover, Proposer shall state in an attached writing whether any of its directors or personnel knowingly has had a personal relationship with employees or officers of CENTER within the past two (2) years that may interfere with fair competition.
19. No current or former employee or officer of a federal, state, or local governmental agency, and/or the CENTER directly or indirectly aided or attempted to aid in the procurement of Proposer’s services.
20. Proposer shall disclose in an attached writing the name of every CENTER key person with whom Proposer is doing business or has done business during the 365 day period immediately prior to the date on which the Proposal is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Proposal has no knowledge of any CENTER key persons with whom Proposer is doing business or has done business during the 365 day period prior to the immediate date on which the Proposal is due.
21. Under Section 231.006 of the Texas Family Code, the vendor or Proposer certifies that the individual or business entity named in this Proposal is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
22. Proposer has no conflict of interest and meets the standards of conduct requirements pursuant to Texas Administrative Code Section 412.54(c).
23. That all information provided in the Proposal is true and correct.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Signing Authority

\_\_\_\_\_  
Date



## 006 - TERM OF CONTRACT

The anticipated term for a contract awarded in response to this RFP is three (3) years. The Center shall have the option to renew under the same terms and conditions for up to two (2) additional one (1) year extensions. All renewals shall be in writing and signed by President/CEO, or designee, after approval by the Center's Board of Trustees. The Center may terminate a contract at any time if funds are restricted, withdrawn, not approved or for unsatisfactory service.

## 007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the Center for Health Care Services, located at 6800 Park Ten Blvd. Suite 200-S, 2<sup>nd</sup> Floor, San Antonio, Texas 78213 at 12:00 PM CST, on July 12, 2023.

This meeting place is accessible to disabled persons. The Center for Health Care Services is wheelchair accessible. The accessible entrance is located at 6800 Park Ten Blvd. Suite 200-S. Accessible parking spaces are located at 6800 Park Ten Blvd. Suite 200-S. Respondents that are unable to attend in person may participate by Conference Call or through the Microsoft Teams meeting platform.

### Conference Line

Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Dial-In Toll Telephone Number: 210-714-4201

Dial-In Toll-Free Telephone Number: 1-800-717-4201

Access Code: 18015 #

Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings.

Respondents may submit their Questions pertaining to this RFP to Chelsey Turner, Sr. Contract Monitor, by email to CTurner@chcsbc.org, please carbon copy contracts@chcsbc.org before July 18, 2023 at 12:00 p.m. Central Standard Time. Please refrain from contacting the Center's Board of Trustees members during the search process and direct all inquiries to the contact person listed above. Only those written questions received prior to the July 18, 2023, 12:00 p.m. deadline will be addressed.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the Center. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the Center shall not be binding on the Center. Respondents are encouraged to resubmit their questions in writing, to the Center Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

## 008 - PROPOSAL REQUIREMENTS

Respondents may submit a response by submitting one (1) original, signed in ink and five (5) copies of the response and one USB containing a copy of the entire Response in Microsoft Word or Adobe PDF format. **SUBMISSION VIA EMAIL WILL NOT BE ACCEPTED.** Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where the confidential information is contained.

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. Submitted proposals should include information in sufficient detail to address the respondent's ability to perform the services being requested and provide the Center with enough information to properly evaluate proposals.

### TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFP as Attachment B.

PROOF OF INSURABILITY. Respondent shall submit a copy of their current insurance certificate.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment D. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment E.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

The Contractor shall, at its own expense, conduct criminal background checks on all personnel and subcontractors assigned to provide services on CENTER property. The background checks must satisfy the requirements of the CENTER's licensing and regulatory agencies. Proof that such checks have been conducted will be provided by the Contractor to the CENTER upon request.

The Proposer must indicate whether or not it will be subcontracting portion(s) of services contained in this RFP's Scope of Services. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted. Provide the subcontractor's qualifications that meet the requirements of the Scope of Services. The CENTER reserves the right to refuse the selection of any subcontractor(s) by Contractor for reasonable cause.

Invoices shall be issued on a time and material basis for services rendered. The CENTER will pay invoices within 30 days of receipt (commercial credit) only after services have been performed. The Contractor shall invoice each facility separately with individual invoices to include credits (if any) in the same invoice. The CENTER is a tax exempt entity.

## 009 - SUBMISSION OF PROPOSAL

Please complete all questions in the order that they are presented in this Request for Proposal ("RFP"). Include all questions and question numbers in your responses. Any additional comments or information may be provided at the end of your answers to all proposal questions. If a question does not apply to the Proposer, simply and clearly document "N/A". Scoring and evaluation is based on completed questions. Unanswered questions will be considered omissions. The CENTER reserves the right to review only completed Proposals. The Center reserves the right to hold subsequent face to face or telephone interviews for clarification and/or negotiation purposes. Interviews will not be solicited for the purpose of completing incomplete Proposals. Multiple omissions and/or incomplete responses may result in disqualification.

### Instructions for Submitting Proposals

Respondents may submit their Questions pertaining to this RFP to Chelsey Turner, Sr. Contract Monitor, by email to [CTurner@chcsbc.org](mailto:CTurner@chcsbc.org), please carbon copy [contracts@chcsbc.org](mailto:contracts@chcsbc.org) before July 18, 2023 at 12:00 P.M. CST. Please refrain from contacting the Center's Board of Trustees members during the search process and direct all inquiries to the contact person listed above. Only those written questions received prior to the July 18, 2023 at 12:00 P.M. CST deadline will be addressed.

Respondent shall submit one (1) original, signed in ink, five (5) hard copies and one (1) USB drive which contains the Proposal in Microsoft Word or Adobe PDF format in a sealed package clearly marked with the project name, "**Biomedical, Sharps and Pharmaceutical Waste Disposal/Destruction Services, RFP 2023-010**" on the front of the package by no later than 12:00 P.M. CST, on August 2, 2023 Responses may be delivered by regular mail, special carrier, or hand delivery to the Center's administrative offices at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas, 78213. Submission of bids by telephone, facsimile transmission or e-mail will not be accepted. Untimely proposals will be rejected and/or returned unopened. Proposals may be withdrawn at any time prior to actual contract award. The Center reserves the right to reject any and all proposals, to waive technicalities, and to accept any advantages deemed beneficial to the Center and its

consumers. It is the Center's intent to evaluate proposals, and/or services in order to achieve the best value for Center employees and operations. Interviews or site visits may be conducted to further evaluate competitive proposals, and to select one or more proposals as finalists for consideration for award of a contract. Each firm which submits a complete proposal but is not awarded a contract will be notified in writing that the proposal is no longer being considered. Any information contained in the proposal that is deemed to be proprietary in nature must clearly be so designated in the proposal. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Contracting & Procurement shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. The entire response to this Request for Proposal shall be subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code. If the applicant believes information contained therein is legally excepted from disclosure under the Texas Public Information Act, the applicant should conspicuously (via bolding, highlighting and/or enlarged font) mark those portions of its response as confidential or proprietary and submit such information under seal. Such information may still be subject to disclosure under the Public Information Act depending on determinations of the Texas the Attorney General's office.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

## **010 - RESTRICTIONS ON COMMUNICATION**

Respondents are prohibited from communicating with: 1) Center Board of Trustees regarding the RFP or proposals from the time the RFP has been released until the contract is posted as an agenda item; and 2) Center employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with Center employees include:

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 12:00 PM, CST, July 18, 2023. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Chelsey Turner**  
**Sr. Contract Monitor**  
**Center for Health Care Services**

Questions submitted and the Center's responses will be posted with this solicitation to the Center's website.

Center reserves the right to contact any Respondent to negotiate if such is deemed desirable by Center. Such negotiations, initiated by Center staff persons, shall not be considered a violation by Respondent of this section.

### **011 - EVALUATION OF CRITERIA**

The Center will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The Center may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The Center may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The Center reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the Center for Health Care Services Center's Board of Trustees. It should be understood that while the total score is a significant factor, the CENTER reserves the right to consider other factors in making a final selection.

Evaluation criteria:

Experience, Background, Qualifications (40 points)

Proposed Plan (40 points)

Price Schedule (15 points)

Certified Small Business Enterprise, Minority/Women Owned Business Enterprise, Historically Underutilized Business or Veteran Owned Business Enterprise (1 point each; up to 5 points)

### **012 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

The Center reserves the right to award one, more than one or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to Center, as determined by the selection committee, upon approval of the Center's Board of Trustees.

The Center may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of Center. However, final selection of a Respondent is subject to Center's Board of Trustees approval.

The Center reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. Center also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

The Center reserves the right to reject, for any reason and at its sole discretion, in total or in part, any and/or all proposals, regardless of comparability of price, terms or any other matter, to waive any formalities, and to negotiate on the basis of the proposals received for the most favorable terms and best service for the Center. If a firm is selected, the firm will be required to execute a contract. If Center funding is materially decreased during the contract term, the contract may be amended and/or terminated.

No work shall commence until Center signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on Center until approved by the Center's General Counsel. In the event the parties cannot negotiate and execute a contract within the time specified, Center reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit Center to enter into a Contract, award any services related to this RFP, nor does it obligate Center to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the Center for services rendered.

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that Center shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

### 013 - SCHEDULE OF EVENTS

Following is a list of projected dates/times with respect to this RFP:

RFP Release Date:	July 3, 2023
Pre-Submittal Conference	12:00 P.M. CST on July 12, 2023
Final Questions Accepted:	12:00 P.M CST on July 18, 2023
Proposal Due:	12:00 P.M. CST on August 2, 2023

### 014 - INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

#### INSURANCE

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Center's Contract & Procurement Division, which shall be clearly labeled "**Biomedical, Sharps and Pharmaceutical Waste Disposal/Destruction Services**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Center will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Center. The Center shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Center's Contract & Procurement Division. No officer or employee, other than the Center's Sr. Director of Contracting & Procurement, shall have authority to waive this requirement.

The Center reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by Center's Sr. Director of Contracting & Procurement based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will Center allow modification whereby Center may incur increased risk.

A Respondent's financial integrity is of interest to the Center ; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the Center , Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory Limits
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following:	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence;

a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the Center of Health Care Services as additional insured. Respondent shall provide the CENTER with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by Center's Director of Contracting & Procurement, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by Center's Director of Contracting & Procurement, which shall become a part of the contract for all purposes.

As they apply to the limits required by the Center, the Center shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to Center at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Center for Health Care Services  
Attn: Contracting & Procurement Division  
6800 Park Ten Blvd.  
Suite 200-S  
San Antonio, Texas 78213

Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the Center, its Board of Trustees, employees, and volunteers as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Center, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the Center for Health Care Services where the Center is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the Center.
- Provide advance written notice directly to Center of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to Center. Center shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the Center may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Center shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the Center for Health Care Services for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the Center shall be limited to insurance coverage provided.

Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

## **INDEMNIFICATION REQUIREMENTS**

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

### **INDEMNIFICATION**

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CENTER and the employees, officers, trustees, volunteers and representatives of the CENTER , individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CENTER directly or indirectly arising out of, resulting from or related to RESPONDENT' activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, trustees, representative, employee, respondent or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CENTER, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CENTER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CENTER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CENTER in writing within 24 hours of any claim or demand against the CENTER or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CENTER shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

**015 - RFP ATTACHMENTS**

**RFP ATTACHMENT A, PART ONE**

**GENERAL INFORMATION FORM**

**1. Respondent Information:** Provide the following information regarding the Respondent.  
Please tell us about your Business. If your Business is affiliated with a large firm that includes multiple teams around the country, please tell us about your local team/operation.

Respondent Name: \_\_\_\_\_  
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Doing Business As: (other business name, if applicable): \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_  
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

Is Business a certified HUB, SBE, M/WBE, or VBE?  Yes  NO  
If yes, please attach all applicable current certifications.

**Business Structure:** Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_  
 Partnership  
 Corporation If checked, check one:  For-Profit  Nonprofit  
Also, check one:  Domestic  Foreign  
 Other If checked, list business structure: \_\_\_\_\_

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

\_\_\_\_\_  
\_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_  
Job Title: \_\_\_\_\_

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide address of office from which this project would be managed:  
Center: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Gross Revenue: \_\_\_ \$100 K or less \_\_\_ \$101K-\$500K \_\_\_ \$501K-900K \_\_\_ \$901K-\$2.5M \_\_\_ \$2.5 M or more

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

**2. Contact Information:** List the one person who the Center may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**3.** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No \_\_\_

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

\_\_\_\_\_  
\_\_\_\_\_

**4.** Is Respondent authorized and/or licensed to do business in Texas?

Yes \_\_\_ No \_\_\_ If "Yes", list authorizations/licenses.

\_\_\_\_\_  
\_\_\_\_\_

**5.** Where is the Respondent's corporate headquarters located? \_\_\_\_\_

**6. Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes \_\_\_ No \_\_\_ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes \_\_\_ No \_\_\_ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No \_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

\_\_\_\_\_  
\_\_\_\_\_

Are there any proceedings relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? \_\_\_ Yes \_\_\_ No

If "Yes", state the name of the individual, organization contracted with and reason for proceedings.

\_\_\_\_\_  
\_\_\_\_\_

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

\_\_\_\_\_  
\_\_\_\_\_

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No \_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

\_\_\_\_\_  
\_\_\_\_\_

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

\_\_\_\_\_  
\_\_\_\_\_

**11. Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

d. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? \_\_\_ Yes \_\_\_ No

**12. Background Checks:**

Has the Respondent has completed criminal history background checks on all current employees? Yes or No (circle one)

## REFERENCES

Provide three (3) references, that Respondent has provided services related to the RFP Scope of Services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

### Reference No. 1:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 2:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 3:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

## **RFP ATTACHMENT A, PART TWO**

### **EXPERIENCE, BACKGROUND, QUALIFICATIONS**

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant agreements/contracts of similar size and scope performed over the past four years. Identify associated results or impacts of the contract/work performed.
2. Describe Respondent's specific experience with public entity clients. If Respondent has provided services for the Center in the past, identify the name of the project and unit/division for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices.
4. Identify the number and professional qualifications (to include licenses, certifications, associations) of key personnel to be available for this agreement and relevant experience on projects of similar size and scope.
5. Please provide proof of your firm's most recent annual Texas Commission on Environmental Quality (TCEQ) registration and Transporter Registration MSW Number.
6. List and provide copies of responding firm's applicable licenses, certificates, associations, trainings, etc. required by law or governing body to perform the services listed in this RFP.
7. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## RFP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Provide a description of your firm's understanding of the project and a detailed scope of services. Discuss your firm's methodologies used and/or approaches taken. Indicate features, skills, and/or services which distinguish your firm and make it the better choice for the Center.
2. Indicate your proposed process for installation, maintenance, retrieval, exchange, transport, and destruction/disposal for each type of medical waste listed within the RFP (pharmaceutical, biomedical and sharps/regulated medical waste).
3. Indicate how the resources of your firm will be allocated for this project (e.g., number and type of personnel allocated by hours).
4. Technology Plan: The Respondent shall indicate how they will utilize technology to improve service and quality of their operations.
5. Reporting Plan: The Respondent shall indicate how they will utilize reports to inform Center of metrics and provide required information for Center's compliance with regulatory bodies and state and federal law.
6. List all necessary documentation for each disposal/destruction service type within this RFP that will be provided to Center. Include a detailed description of how this documentation will be provided, and how your firm ensures compliance with all state and federal regulations and laws related to said documentation.
6. Describe and provide a copy of your firm's policies regarding bloodborne pathogens and safe handling of sharps.
7. Describe your firm's internal guidelines and procedures relating to the handling, packaging, transportation, storage, treatment, or disposal of medical wastes (to include biomedical, sharps, and wasted medication). Indicate how updates to these guidelines and policies will be provided to Center.
8. Describe how your firm ensures compliance with HIPAA regulations.
9. Describe your firm's invoicing capabilities as it relates to separation of services by location and type.
10. Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

**RFP ATTACHMENT B**

**PRICE SCHEDULE**

The proposal should include all fees to provide services listed in this RFP.

Contractor understands and agrees that this is a firm fixed price contract for the duration of the contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this RFP.

NOTE: The CENTER does not pay sales or use tax and such taxes cannot be passed on to the CENTER in any form.

<b>I. Location Pharmaceutical Waste Disposal/Destruction</b>	<b>Bin Size</b>	<b>Number of Bins</b>	<b>Exchange Frequency</b>	<b>Price Per Exchange</b>
* 1 Haven for Hope Way Bldg. 9 San Antonio, TX 78207 (Integrated Care Clinic)	8-Gallon	2	2X Per Year	\$
**10975 Applewhite Rd., San Antonio, TX 78224	8-Gallon	1	2X Per Year	\$
* 1231 W. Martin St., San Antonio, TX 78207	8-Gallon	2	2X Per Year	\$
* 1954 E. Houston St., San Antonio, TX 78202	8-Gallon	2	2X Per Year	\$
* 227 W. Drexel Ave., Bldg. B San Antonio, TX 78210	8-Gallon	2	2X Per Year	\$
* 227 W. Drexel Ave., Bldg. D San Antonio, TX 78210	8-Gallon	2	2X Per Year	\$
227 W. Drexel Ave., San Antonio, TX 78210	8-Gallon	1	1X Per Year	\$
* 2711 Palo Alto Rd., San Antonio, TX 78211	8-Gallon	2	2X Per Year	\$
* 2927 Eisenhower Rd., San Antonio, TX 78209	8-Gallon	2	2X Per Year	\$
315 N. San Saba St., Suite 1003, San Antonio, TX 78207	8-Gallon	1	2X Per Year	\$
* 5210 Thousand Oaks Dr., San Antonio, TX 78233	8-Gallon	2	2X Per Year	\$
* 5372 Fredericksburg Rd., Bldg. F San Antonio, TX 78229	8-Gallon	2	2X Per Year	\$
* 601 N Frio St., Bldg. 1, San Antonio TX 78207 (Crisis Unit)	8-Gallon	2	2X Per Year	\$
* 601 N Frio St., Bldg. 1, San Antonio, TX 78207 (Detox Unit)	8-Gallon	2	2X Per Year	\$
* 601 N Frio St., Bldg. 2, San Antonio, TX 78207 (OATS Clinic)	8-Gallon	2	2X Per Year	\$
* 601 N Frio St., Bldg. 2, San Antonio, TX 78207 (Primary Care Clinic)	8-Gallon	2	2X Per Year	\$
6800 Park Ten Blvd., West Bldg., San Antonio, TX 78213	8-Gallon	1	1X Per Year	\$
6812 Bandera Rd., Suite 213, San Antonio TX 78238	8-Gallon	1	1X Per Year	\$
* 711 E. Josephine St., San Antonio, TX 78208	8-Gallon	2	2X Per Year	\$
* 7622 Linkside Dr., San Antonio, TX 78240	8-Gallon	2	2X Per Year	\$
8122 Datapoint St., Suite 1003, San Antonio TX 78229	8-Gallon	1	2X Per Year	\$
* 928 W. Commerce St., San Antonio, TX 78207	8-Gallon	2	2X Per Year	\$
<b>TOTAL ANNUAL COST – Pharmaceutical Waste</b>				<b>\$</b>

\*Location includes disposal/destruction of controlled substances.

\*\*Fence-secured location accessible by gate code.

<b>II. Location for Biomedical Waste Disposal/Destruction</b>	<b>Bin Size</b>	<b>Number of Bins</b>	<b>Exchange Frequency</b>	<b>Price Per Exchange</b>
1 Haven for Hope Way Bldg. 9 San Antonio, TX 78207 (Integrated Care Clinic)	30-Gallon	1	Weekly	\$
**10975 Applewhite Rd., San Antonio, TX 78224	30-Gallon	1	Monthly	\$
1231 W. Martin St., San Antonio, TX 78207	30-Gallon	1	Monthly	\$
1954 E. Houston St., San Antonio, TX 78202	30-Gallon	1	Monthly	\$
227 W. Drexel Ave., Bldg. B San Antonio, TX 78210	30-Gallon	1	Monthly	\$
227 W. Drexel Ave., Bldg. D San Antonio, TX 78210	30-Gallon	1	Monthly	\$
227 W. Drexel Ave., San Antonio, TX 78210	30-Gallon	1	Monthly	\$
2711 Palo Alto Rd., San Antonio, TX 78211	30-Gallon	1	Monthly	\$
2927 Eisenhower Rd., San Antonio, TX 78209	30-Gallon	1	Monthly	\$
315 N. San Saba St., Suite 1003, San Antonio, TX 78207	30-Gallon	1	Monthly	\$
5210 Thousand Oaks Dr., San Antonio, TX 78233	30-Gallon	1	Monthly	\$
5372 Fredericksburg Rd., Bldg. F San Antonio, TX 78229	30-Gallon	1	Monthly	\$
601 N Frio St., Bldg. 1, San Antonio TX 78207 (Crisis Unit)	30-Gallon	1	Monthly	\$

601 N Frio St., Bldg. 1, San Antonio, TX 78207 (Detox Unit)	30-Gallon	1	Monthly	\$
601 N Frio St., Bldg. 2, San Antonio, TX 78207 (OATS Clinic)	30-Gallon	1	Monthly	\$
601 N Frio St., Bldg. 2, San Antonio, TX 78207 (Primary Care Clinic)	30-Gallon	1	Monthly	\$
6800 Park Ten Blvd., West Bldg., San Antonio, TX 78213	30-Gallon	1	Monthly	\$
6812 Bandera Rd., Suite 213, San Antonio TX 78238	30-Gallon	1	Monthly	\$
711 E. Josephine St., San Antonio, TX 78208	30-Gallon	1	Monthly	\$
7622 Linkside Dr., San Antonio, TX 78240	30-Gallon	1	Monthly	\$
8122 Datapoint St., Suite 1003, San Antonio TX 78229	30-Gallon	1	Monthly	\$
928 W. Commerce St., San Antonio, TX 78207	30-Gallon	1	Monthly	\$
<b>TOTAL ANNUAL COST – Biomedical Waste</b>				\$

\*\*Fence-secured location accessible by gate code.

III. Location for Sharps/Regulated Medical Waste Disposal/Destruction	Bin Size	Number of Bins	Exchange Frequency	Price Per Exchange
1 Haven for Hope Way Bldg. 9 San Antonio, TX 78207 (Integrated Care Clinic)	5.1 Liter	5	1X Per Week	\$
**10975 Applewhite Rd., San Antonio, TX 78224	5.1 Liter	1	2X Per Month	&
1231 W. Martin St., San Antonio, TX 78207	5.1 Liter	1	1X Per Month	\$
1954 E. Houston St., San Antonio, TX 78202	5.1 Liter	10	1X Per Month	\$
227 W. Drexel Ave., Bldg. B San Antonio, TX 78210	5.1 Liter	2	2X Per Month	\$
227 W. Drexel Ave., Bldg. D San Antonio, TX 78210	5.1 Liter	2	2X Per Month	\$
227 W. Drexel Ave., San Antonio, TX 78210	5.1 Liter	1	2X Per Year	\$
2711 Palo Alto Rd., San Antonio, TX 78211	5.1 Liter	1	1X Per Month	\$
2927 Eisenhower Rd., San Antonio, TX 78209	5.1 Liter	2	2X Per Month	\$
315 N. San Saba St., Suite 1003, San Antonio, TX 78207	5.1 Liter	1	1X Per Month	\$
5210 Thousand Oaks Dr., San Antonio, TX 78233	5.1 Liter	2	2X Per Month	\$
5372 Fredericksburg Rd., Bldg. F San Antonio, TX 78229	5.1 Liter	5	1X Per Month	\$
601 N Frio St., Bldg. 1, San Antonio TX 78207 (Crisis Unit)	5.1 Liter	3	2X Per Week	\$
601 N Frio St., Bldg. 1, San Antonio, TX 78207 (Detox Unit)	5.1 Liter	1	1X Per Month	\$
601 N Frio St., Bldg. 2, San Antonio, TX 78207 (OATS Clinic)	5.1 Liter	3	1X Per Month	\$
601 N Frio St., Bldg. 2, San Antonio, TX 78207 (Primary Care Clinic)	5.1 Liter	5	2X Per Week	\$
6800 Park Ten Blvd., West Bldg., San Antonio, TX 78213	5.1 Liter	2	2X Per Month	\$
6812 Bandera Rd., Suite 213, San Antonio TX 78238	5.1 Liter	1	2X Per Year	\$
711 E. Josephine St., San Antonio, TX 78208	5.1 Liter	2	1X Per Month	\$
7622 Linkside Dr., San Antonio, TX 78240	5.1 Liter	1	2X Per Month	\$
8122 Datapoint St., Suite 1003, San Antonio TX 78229	5.1 Liter	1	1X Per Month	\$
928 W. Commerce St., San Antonio, TX 78207	5.1 Liter	14	2X Per Week	\$
<b>TOTAL ANNUAL COST – Sharps/Regulated Medical Waste</b>				\$

\*\*Fence-secured location accessible by gate code.



**RFP ATTACHMENT C**

**SIGNATURE PAGE**

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct and I am authorized to bind the Proposer contractually. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) The CENTER will have the grounds to terminate any or all contracts which the CENTER has or may have with the business; 2) The CENTER may disqualify the business named above from consideration for contracts and may remove the business from the CENTER'S bidders list; or/and 3) The CENTER may have grounds for initiating legal action under federal, state, or local law. The signatory below is

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Owner  
(Owner, CEO, President, Majority Stockholder or  
Designated Representative)

\_\_\_\_\_  
Date

**RFP ATTACHMENT D**

**PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
*Assurances Signature Page	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Pricing Schedule RFP Attachment B	
Proof of Insurability - Submit Copy of Current Certificate of Insurance	
*Signature Page RFP Attachment C	
Proposal Checklist RFP Attachment D	
One (1) Original, five (5) copies and one (1) USB with entire proposal in Microsoft Word or Adobe PDF format	

**\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**