



# THE CENTER FOR HEALTH CARE SERVICES

## REQUEST FOR BID ("RFB") (RFB-2024-005) for Pharmaceutical Products

Release Date: 01/22/2024

Bids Due: ~~02/21/2024~~ 02/26/2024 at 12:00PM Central Standard Time (CST)

Revised: 02/21/2024

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### **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 University Health. The CENTER has been providing services to Bexar County residents experiencing mental health, intellectual developmental disabilities and/or substance use issues for over fifty years and is the Texas Health and Human Services-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 accepting Bids from qualified vendors for the purchase of pharmaceutical products to the CENTER, as further defined in this Request for Bid (“RFB”) document.

NDC #	Product/Description	Unit of Measure	Estimated Quantities Needed Monthly
0406-8020-03	Buprenorphine and naloxone sublingual tablets 8mg/2mg	30 tabs per bottle	15 Bottles
0406-8005-03	Buprenorphine and naloxone sublingual tablets 2mg/0.5mg	30 tabs per bottle	15 Bottles
6275-6460-83	Buprenorphine sublingual tablets 8mg	30 tabs per bottle	8 Bottles
6275-6459-83	Buprenorphine sublingual tablets 2mg	30 tabs per bottle	8 Bottles
0406-0527-10	Methadose Oral Concentrate 10mg/ml	1000ml	160 Bottles
The CENTER would like to explore the option of using the following medications in place of, or as an option available to consumers to replace the above listed Buprenorphine and/or Buprenorphine/Naloxone medications.			
4778-1355-03	Buprenorphine and naloxone sublingual film 2mg/0.5mg	30 films per box	15 boxes
4778-1356-03	Buprenorphine and naloxone sublingual film 4mg/1mg	30 films per box	15 boxes
4778-1357-03	Buprenorphine and naloxone sublingual film 8mg/2mg	30 films per box	15 boxes
4778-1358-03	Buprenorphine and naloxone sublingual film 12mg/3mg	30 films per box	15 boxes

Deliveries will be made to the CENTER location at 601 N. Frio Bldg. II entrance B on a daily basis, between the hours of 7:00 AM – 12:00 PM CST.

Personnel authorized to order (may be subject to change): Jesse Oviedo, Pharmacist

Personnel authorized to receive orders (may be subject to change): Amanda Gonzalez, LVN; Kahli Rodriguez, LVN; Omar Del-Pino, LVN and other nursing staff as designated by CENTER.

**005 - ASSURANCES**

The Bidder assures the following (signature required):

1. That all addenda and attachments to the RFB as distributed by CENTER have been received.
2. No attempt will be made by the Bidder to induce any person or firm to submit or not to submit a Bid, unless so described in the RFB document.
3. The Bidder 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 Health and Human Services Commission ("HHSC"), 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 Bidder is unable to make the affirmation, then the Bid must disclose any knowledge of such interests.
5. Bidder accepts the terms, conditions, criteria, and requirements set forth in the RFB.
6. Bidder accepts CENTER's right to cancel the RFB at any time prior to contract award.
7. Bidder accepts CENTER's right to alter the timetables for procurement as set forth in the RFB.
8. The Bid submitted by the Bidder 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 Bid submitted by the Bidder has not been knowingly disclosed by the Bidder to any other Bidder 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 Bid or any other associated costs.
11. CENTER has the right to complete background checks and to verify information submitted by a Bidder.
12. The individual signing this document and the contract is authorized to legally bind the Bidder.
13. The address submitted by the Bidder to be used for all notices sent by CENTER is current and correct.
14. All cost and pricing information is reflected in the Bid documents or attachments.
15. That the Bidder is not currently held in abeyance or barred from the award of a federal or state contract.
16. That the Bidder is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Tax Code, Title 2, Subchapter F, Chapter 171, Subchapter H and Title 34 of the Texas Administrative Code, Part 1 Chapter 3, Subchapters A and F.
17. Bidder shall disclose whether any of the directors or personnel of Bidder has either been an employee or a trustee of CENTER within the past two (2) years preceding the date of submission of the Bid. 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 Bidder shall state in an attached writing the nature and time of the affiliations as defined.
18. Bidder shall identify in an attached writing any trustee or employee of CENTER who has a financial interest in Bidder 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, Bidder 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 Bidder's services.
20. Bidder shall disclose in an attached writing the name of every CENTER key person with whom Bidder is doing business or has done business during the 365 day period immediately prior to the date on which the Bid is due; failure to include such a disclosure will be a binding representation by Bidder that the natural person executing the Bid has no knowledge of any CENTER key persons with whom Bidder is doing business or has done business during the 365 day period prior to the immediate date on which the Bid is due.
21. Under Section 231.006 of the Texas Family Code, the vendor or Bidder certifies that the individual or business entity named in this Bid 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. Bidder 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 Bid 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 RFB is three (3) years. 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 their 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 10:00AM Central Standard Time (CST), on January 25, 2024.

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. 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 RFB to Chelsey Turner, Contract Administrator, by email to [CTurner@chcsbc.org](mailto:CTurner@chcsbc.org), please carbon copy [Contracts@chcsbc.org](mailto:Contracts@chcsbc.org), before February 1, 2024 at 12:00PM Central Standard Time (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 February 1, 2024, 12:00PM CST 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 identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

## 008 – BID REQUIREMENTS

Respondent's Bid shall include the following items in the following sequence, noted with the appropriate heading as indicated below. Submitted Bids 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 Bids.

Respondents must submit a hard copy Bid. Submit one (1) original Bid, signed in ink and one (1) USB containing a copy of the entire Bid in PDF or Microsoft Word format.

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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 RFB as Attachment A.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFB 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 RFB as Attachment C. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the Bid. Bids signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

BID CHECKLIST. Complete and submit the Bid Checklist found in this RFB as Attachment D.

Respondent is expected to examine this RFB carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE BID REQUIREMENTS MAY RESULT IN THE RESPONDENT'S BID 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 Bidder must indicate whether or not it will be subcontracting portion(s) of services contained in this RFB'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 BID**

Please complete all questions in the order that they are presented in this Request for Bid ("RFB"). 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 Bid questions. If a question does not apply to the Bidder, 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 Bids. 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 Bids. Multiple omissions and/or incomplete responses may result in disqualification.

#### **Instructions for Submitting Bids**

Respondents may submit their questions pertaining to this RFB to Chelsey Turner, Contract Administrator, by email to [CTurner@chcsbc.org](mailto:CTurner@chcsbc.org), please carbon copy contracts@chcsbc.org before February 1, 2024 at 12:00PM 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 February 1, 2024 at 12:00PM CST deadline will be addressed.

Bidder shall submit one (1) original, signed in ink and one (1) USB drive which contains the Bid in PDF or Microsoft Word format in a sealed package clearly marked with the project name, "**Pharmaceutical Products, RFB 2024-005**" on the front of the package by no later than 12:00PM CST, on ~~February 20, 2024~~ **February 26, 2024**. 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 Bids will be rejected and/or returned unopened. Bids may be withdrawn at any time prior to actual contract award. The CENTER reserves the right to reject any and all Bids, to waive technicalities, and to accept any advantages deemed beneficial to the CENTER and its consumers. It is the CENTER'S intent to evaluate Bids, 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 Bids, and to select one or more Bids as finalists for consideration for award of a contract. Each firm which submits a complete Bid but is not awarded a contract will be notified in writing that the Bid is no longer being considered. Any information contained in the Bid that is deemed to be proprietary in nature must clearly be so designated in the Bid. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

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

Correct Legal Name. Respondents who submit Bids to this RFB 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 RFB 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 Senior Director of Contracting & Procurement shall have the discretion, at any point in the contracting process, to suspend consideration of the Bid.

Firm Offer. All provisions in Respondent's Bid, 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 Bid is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. The entire response to this Request for Bid 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 Bid. Any cost or expense incurred by the Respondent that is associated with the preparation of the Bid, 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 RFB or Bids from the time the RFB has been released until the contract is posted as an agenda item; and 2) CENTER employees from the time the RFB 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 RFB and/or Bid submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's Bid from consideration.

Exceptions to the Restrictions on Communication with Center employees include:

Respondents may submit written questions concerning this RFB to the Staff Contact Person listed below until 12:00PM, Central Standard Time (CST), February 1, 2024. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Chelsey Turner**  
**Contract Administrator**  
**Center for Health Care Services**  
[CTurner@chcsbc.org](mailto:CTurner@chcsbc.org) (Carbon Copy [Contracts@chcsbc.org](mailto:Contracts@chcsbc.org))

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 - 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 RFB.



The contract, if awarded, will be awarded to the Respondent(s) whose Bid(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 Bid in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFB 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 Bids or reject any or all Bids received in response to this RFB, and to waive informalities and irregularities in the Bids received. CENTER also reserves the right to terminate this RFB, and reissue a subsequent solicitation, and/or remedy technical errors in the RFB 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 Bids, regardless of comparability of price, terms or any other matter, to waive any formalities, and to negotiate on the basis of the Bids 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 RFB 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 RFB does not commit CENTER to enter into a Contract, award any services related to this RFB, nor does it obligate CENTER to pay any costs incurred in preparation or submission of a Bid 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.

## 012 - SCHEDULE OF EVENTS

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

RFB Release Date:	January 22, 2024
Pre-Submittal Conference Date:	10:00AM CST January 25, 2024
Final Questions Accepted:	12:00PM CST on February 1, 2024
Bid Due:	12:00PM CST on <del>February 21, 2024</del> February 26, 2024

## 013 - INSURANCE REQUIREMENTS

If selected to provide the services described in this RFB, 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 Contracting & Procurement Division, which shall be clearly labeled "**Pharmaceutical Products**" 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 Contracting & Procurement

Department. No officer or employee, other than the CENTER'S Senior 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 Senior 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: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,000
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 Senior 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 Senior 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 ten (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 RFB, 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 RESPONDENTS activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENTS 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.

**RFB ATTACHMENT A**

**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.)

UEI NUMBER: \_\_\_\_\_

Is Business a certified HUB, SBE, M/WBE, or VBE?  Yes  No (If yes, 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 RFB solicits Bids 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:

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

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

Annual Gross Revenue:  \$100K or less  \$101K–\$500K  \$501K–900K  \$901K–\$2.5M  \$2.5M 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 Bid 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.

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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.

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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.

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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 completed criminal history background checks on all current employees?

Yes  No



**REFERENCES**

Provide three (3) references that Respondent has provided services related to the RFB 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: \_\_\_\_\_

\_\_\_\_\_

**RFB ATTACHMENT B**

**PRICE SCHEDULE**

NDC #	Product/Description	Unit of Measure	Estimated Quantities Needed Monthly	Case Quantity (bottles or boxes per case)	Price per Case
0406-8020-03	Buprenorphine and naloxone sublingual tablets 8mg/2mg	30 tabs per bottle	15 Bottles	_____	\$_____
0406-8005-03	Buprenorphine and naloxone sublingual tablets 2mg/0.5mg	30 tabs per bottle	15 Bottles	_____	\$_____
6275-6460-83	Buprenorphine sublingual tablets 8mg	30 tabs per bottle	8 Bottles	_____	\$_____
6275-6459-83	Buprenorphine sublingual tablets 2mg	30 tabs per bottle	8 Bottles	_____	\$_____
0406-0527-10	Methadose Oral Concentrate 10mg/ml	1000ml	160 Bottles	_____	\$_____
<b>The CENTER would like to explore the option of using the following medications in place of, or as an option available to consumers to replace the above listed Buprenorphine and/or Buprenorphine/Naloxone medications.</b>					
4778-1355-03	Buprenorphine and naloxone sublingual film 2mg/0.5mg	30 films per box	15 boxes	_____	\$_____
4778-1356-03	Buprenorphine and naloxone sublingual film 4mg/1mg	30 films per box	15 boxes	_____	\$_____
4778-1357-03	Buprenorphine and naloxone sublingual film 8mg/2mg	30 films per box	15 boxes	_____	\$_____
4778-1358-03	Buprenorphine and naloxone sublingual film 12mg/3mg	30 films per box	15 boxes	_____	\$_____

The Bid should include all fees to provide services and products listed in this RFB.

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 RFB.

Contractor agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation stated within RFB with no expectation of additional compensation. The CENTER will not be obligated to pay the Contractor any amount in excess of the firm fixed price specified.

The prices set forth shall remain firm during the initial term. Ninety (90) days prior to each renewal term, contractor will notify CENTER of any upcoming adjustments in Product prices that will apply to and remain firm during such corresponding Renewal Term.

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

**RFB 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 Bid is true and correct and I am authorized to bind the Bidder 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

## BID CHECKLIST

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

Document	Initial to Indicate Document is Attached to Bid
Table of Contents	
Executive Summary	
*Assurances Page	
General Information and References RFB Attachment A	
Price Schedule RFB Attachment B	
Proof of Insurability - Submit Copy of Current Certificate of Insurance	
*Signature Page RFB Attachment C	
Bid Checklist RFB Attachment D	
One (1) Original and one (1) USB with entire Bid in PDF or Microsoft Word format	

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