

LABORATORY SERVICES

REQUEST FOR PROPOSAL

TROPICAL TEXAS BEHAVIORAL HEALTH is the Department of State Health Services designated Mental Health Authority (Local Authority) established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and mental retardation services for residents of Cameron, Hidalgo and Willacy Counties, Texas.

TROPICAL TEXAS BEHAVIORAL HEALTH (Local Authority) is seeking proposals for the provision of **Laboratory** services for approximately 4,000 identified individuals with mental illness who seek services at Local Authority. The services requested shall be performed at selected Vendor's place of business with Valleywide access.

The initial contract period shall commence December 1, 2009 and continue through August 31, 2011 with an option to renew for an additional one year period based on satisfactory performance.

Questions regarding the **RFP #2009-3** should be faxed to Jim Banks, Planning and Evaluation Specialist at (956) 289-7128 or emailed to jbanks@ttbh.org.

Please submit sealed: Two (2) signed originals (clearly marked) and five (5) copies of your proposal to:

Tropical Texas Behavioral Health
ATTN: W. Terry Crocker, CEO
1901 South 24th Avenue
Edinburg, TX 78539

INTERESTED PARTIES MUST RESPOND TO THE RFP BY 10:00 A.M., SEPTEMBER 1, 2009 IN ACCORDANCE WITH THE INSTRUCTIONS WITHIN THE RFP DOCUMENT.

Local Authority appreciates your time and effort in preparing this proposal. All proposals must be received at the specified location before opening date and time. The official time shall be determined by the time/date stamp when received at location. Faxed responses shall not be accepted. Proposals received after above date and time shall be returned unopened.

TROPICAL TEXAS BEHAVIORAL HEALTH

PROPOSAL SPECIFICATIONS

LABORATORY SERVICES

I. INTRODUCTION

TROPICAL TEXAS BEHAVIORAL HEALTH is the Department of State Health Services designated Mental Health Authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and mental retardation services for residents of Cameron, Hidalgo and Willacy Counties, Texas.

Notice is hereby given that Local Authority will receive Proposals from all interested firms for laboratory services in Cameron and Hidalgo Counties. Sealed proposals will be received at the office of the Chief Executive Officer of Tropical Texas Behavioral Health until 10:00 a.m., Tuesday, September 1, 2009.

Each proposal should specifically address each of the requirements described in the proposal requirements. Clarifying information is required on all proposed exceptions or alternatives should be provided in the proposal.

Local Authority reserves the right to reject any and all proposals.

II. CALENDAR OF EVENTS

<u>Target Date</u>	<u>Description</u>
July 29, 2009 & August 5, 2009	Advertise RFP in newspapers
September 1, 2009	Receive sealed proposals from interested parties by 10:00 a.m. by Chief Executive Officer
November 1, 2009	Award Announced
December 1, 2009	Contract Start Date

III. PROPOSER REQUIREMENTS

The following laboratory services will include but not be limited to:

Lipid Panel	TSH
Valproic Acid	Complete Blood Count
CBC With Absolute	Thyroid II Profile
Drug Abuse Screening	Drug Confirmation
RPR	Urinalysis
Amylase	Lithium
Carbamazepine	Liver (Hepatic)

HCG Quantitative	Pregnancy Test
Auto UA W/Microscopic	Prolactin
Comprehensive Metabolic	Hepatitis A
Hepatitis B	Hepatitis C
Reflexed Hepatitis	Hepatitis Profile
Sedimentation Rate	Hemoglobin A1C
Uric Acid	Liver Function Test (LFT)
Dilantin Level	Tegretol Level

IV. **PROPOSAL REQUIREMENTS**

Proposal responses are required to address the following:

1. Cost for laboratory tests. Provide a price list per test to include lab collection fee.
2. Capability of Local Authority staff to view and print lab results online. Average turnaround time for results should be 24-48 hours.
3. A certified statement that the proposer is not disbarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.
4. A list of business references including the name, address, and the contact name and telephone number. A minimum of three (3) references are required.
5. Explain in detail how the services will be performed.
6. Vendor locations should be accessible Valleywide for Local Authority clients.
7. Name and address of the firm, as well as a contact name and telephone number.
8. Furnish Local Authority with any additional information considered essential to the proposal.
9. Bids must be firm for 90 days from opening. Award will be made within that time.

V. **GENERAL CONDITIONS**

The following conditions and information applies to all proposals:

1. **Right to Accept or Reject Any/Or All Proposals.** Local Authority reserves the right to accept or reject any or all proposals submitted and to waive any informality in proposals received. Local Authority also reserves the right to request additional information from proposers. The award will be made to the firm with the best proposal in terms of cost and quality of service provided.
2. **Late Proposals.** Proposals received after the submission deadline shall be unopened and will be considered VOID AND UNACCEPTABLE. Local Authority is not responsible for the lateness of mail, carrier, etc.

3. Altering Proposal Responses. Proposals *cannot be altered* after the submission deadline. Any interlineations, alteration, or erasure made before the opening must be initialed by the signer of the proposal.
4. Addenda. Any interpretations, corrections, or changes to this Request for Proposal will be made by addenda. Sole issuing authority of addenda will be vested in the Local Authority. Addenda will be mailed, faxed, or emailed to all parties that are known to have received a copy of the Request for Proposal.
5. Proposals Retained. All proposals submitted become the exclusive property of the Local Authority.
6. Sales Tax. Local Authority is, by statute, exempt from State sales tax and Federal excise tax.
7. Contract Award. Awarding of the contract will be made by the Local Authority's Board of Trustees. The initial contract period shall commence December 1, 2009 and continue through August 31, 2011 with an option to renew for an additional one year period based on satisfactory performance.
8. Changes. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, plans and/or specifications stated in the various proposal packages and/or proposal instructions/requirements.
9. Ethics. The proposer shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Local Authority.
10. Minimum Standards for Responsible Proposer. A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance; and
 - D. Be otherwise qualified and eligible to receive an award.
11. Rights to Request Additional Information. Local Authority may request representation and other information sufficient to determine proposer's ability to meet the minimum standards listed above.
12. References. Local Authority requires proposer to furnish, with this proposal, a list of at least three (3) references where like services have been supplied by the firm. Include the name of the business, address, and contact name and telephone number.
13. Documentation. Proposer shall provide, with this proposal response, all documentation required by this Request for Proposal. Failure to provide this information may result in rejection of the proposal.
14. Silence of Specifications. The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as

meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

15. Legibility. Proposal *must be* legible and of a quality that can be reproduced.
16. Vendor Proposal and Demonstration Costs. All costs incurred by the vendor associated with preparing proposal responses and demonstrating products or services shall not be charged to the Local Authority.

The following provisions may apply to the contract with the laboratory firm:

1. Contract. Local Authority reserves the right to negotiate a contract with the selected proposer. This proposal, when properly accepted by the Local Authority, shall constitute a contract equally binding between the successful proposer and the Local Authority. No different or additional terms will become part of this contract.
2. Payment Method. Payment for services will be made monthly within 15 business days after receipt of invoice from Vendor. At a minimum, invoices shall include:
 - A. Name, address, and telephone number of Contractor and similar information in the event the payment is to be mailed to a different address;
 - B. Local Authority contract/project name;
 - C. Identification of items of service as outlined in the contract; and
 - D. Any additional payment information which may be called for by the contract.
3. Indemnification. The bidder will indemnify the Local Authority against any claims, demands, and judgments of sums of money to any party accruing against Local Authority for the loss of life or injury or damage to persons or property growing out of or resulting from this agreement, including attorneys' fees and legal expenses.
4. Termination for Default. Local Authority reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Local Authority in the event of breach of default of this contract. Non-performance of the proposer in terms of specifications shall be a basis for the termination of the contract by Local Authority. Local Authority shall not pay for services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
5. Forms Required. Proposal forms that are included in the proposal package shall be used. Changes to proposal forms made by proposers shall disqualify the proposal. Exceptions to the proposal forms and/or specifications shall be made on an attachment to the proposal package. Contact Jim Banks, Planning and Evaluation Specialist, via fax (956) 289-7128 or e-mail at jbanks@ttbh.org for an explanation if exceptions are needed.
6. Independent Contractor. The proposer will be considered an independent contractor and not an employee of Local Authority for any purpose. Local Authority will not withhold or pay on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding, or make available to proposer any of the benefits, including workers' compensation

insurance coverage, afforded to employees of Local Authority. All such benefits, if any, are the sole responsibility of the proposer.

7. Insurance. Proposer agrees to maintain at its sole cost and expense policies of general and liability insurance coverage in order to insure proposer and Local Authority against any claim for damages arising in connection with proposer's responsibilities under the contract. The proposer shall furnish copies of the general and liability insurance policies and a certificate of insurance to Local Authority prior to execution of the contract evidencing compliance with the following insurance coverages:
 - a. comprehensive liability coverage in the following minimum amounts: \$1,000,000 per occurrence; \$3,000,000 aggregate;
 - b. errors and omissions: \$1,000,000 per occurrence; \$3,000,000 aggregate;
 - c. worker's compensation, or such occupational injury benefits coverage as required by law, and approved by Local Authority.

Coverages may not be cancelled, allowed to expire, or non-renewed without 30 days written notice of cancellation, expiration, or non-renewal. Such notice shall be provided to Local Authority's Contracts Manager.

Local Authority may withhold payments under the terms of the contract until the Proposer furnishes Local Authority copies of all such policies and a certificate of insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

8. Certification of Child Support Payment Obligor. Under Section 231.006 (Texas Family Code related to child support), a proposer is considered ineligible to receive payments from Local Authority in the event the proposer is past due on child support payments.
9. Confidentiality of Information and Prohibition Against Disclosure. In accordance with Texas Health and Safety Code, Chapter 611, and the Texas Administrative Code, Chapter 414, Subchapter A, "*Protected Health Information*", the proposer may not disclose confidential communications or records except as provided by Section 611.004 or 611.0045.
10. Contractual Abeyance or Bar. Prior to the execution of the agreement, the proposer must notify Local Authority if the proposer is or becomes held in abeyance or barred from the award of a federal or state contract during the term of the contract.
11. Conflict of Interest. The proposer certifies that no employee or officer has participated in the selection, award, or administration of the contract in which a conflict of interest exists pursuant to Title 25, Texas Administrative Code §412.54(c) relating to Accountability.
12. Delinquent Taxes. The proposer certifies that it is not delinquent in taxes owed the State under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.

VI. CRITERIA FOR SCORING PROPOSALS

Points will be awarded to each section of the Proposal up to the total shown below:

<u>Criteria</u>	<u>Total Possible Points</u>
Demonstrated capabilities and experience in the field of laboratory services	20
Cost proposal which offers maximum cost effectiveness to include price list per test and collection fee	20
Capability of Local Authority staff to view and print lab results online; 24-48 hours average turnaround time for results	20
Locations accessible Valleywide for Local Authority clients	20
All supplies for lab work will be provided when accompanied with requisition	10
Provide monthly billing by cost center subtotal	5
Changes in billing and coding will be immediately communicated to designated Lab contract manager	5

Total Possible Points = 100

Scoring will be based on defined procedures for reviews. The scoring of each section will reflect the reviewers' judgments of the adequacy of the Proposer's response as it relates to services to be provided to Local Authority. The scores of all the reviewers will be combined and reviewed by the Planning and Network Development Advisory Committee (PNAC).

Local Authority will review the scores to insure fair and impartial review of all Proposals.

VII. PROCEDURES FOR SUBMITTING PROPOSALS

Submit two (2) signed originals and five (5) copies of the Proposal Response Form and any attachments in a sealed envelope, marked “**RFP #2009-3 Laboratory Proposal**”. Proposals must be received **no later than 10:00 a.m. on September 1, 2009**. Proposals may be hand delivered, sent by regular mail or special carrier. Tropical Texas Behavioral Health is not responsible for lateness of mail, carrier, etc. **Proposals may not be faxed**. Proposal must be addressed to:

W. Terry Crocker
Chief Executive Officer
Tropical Texas Behavioral Health
1901 South 24th Avenue
Edinburg, Texas 78539

VIII. BOARD OF TRUSTEES APPROVAL

Local Authority’s Board of Trustees will make the final selection of the proposal, if any, at one of its scheduled meetings.

Local Authority 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 for 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 Local Authority. If a laboratory firm is selected, Local Authority will execute a contract. If Local Authority’s funding is materially decreased during the contract term, the contract may be amended and/or terminated.

No contract shall be deemed to exist between Local Authority and any laboratory firm until a mutually acceptable, comprehensive and binding agreement has been executed by Local Authority and that firm. A countersigned copy of the proposal or any other preliminary written agreements shall not suffice to bind Local Authority to any legal obligation of any kind whatsoever with regard to the work considered hereby.

IX. REQUEST FOR PROPOSAL INQUIRIES

Direct proposal inquiries to Jim Banks, Planning and Evaluation Specialist, at (956) 289-7128 (fax), or by e-mail at jbanks@ttbh.org.

Exhibit A

PROPOSAL RESPONSE FORM

- 1. Name and address of firm submitting the proposal. Attach relevant information regarding the history of the firm.

- 2. Contact name and telephone number:

- 3. Describe procedure for obtaining specimens for lab testing and turnaround for results. Staff should be able to view and print lab results online. Locations should be accessible Valleywide for Center clients.

- 4. List a minimum of three (3) business references. Include the name and address of the firm, as well as a contact name and telephone number.

- 5. Submit two (2) originals and five (5) copies of the Proposal Response Form and any attachments in a sealed envelope, marked “**RFP #2009-3 Laboratory Proposal**”. Proposals must be received **no later than 10:00 a.m. on September 1, 2009**. Proposals may be hand delivered, sent by regular mail or special carrier. Tropical Texas Behavioral Health is not responsible for lateness of mail, carrier, etc. **Proposals may not be faxed**. Proposals must be addressed to:

W. Terry Crocker, CEO
 Tropical Texas Behavioral Health
 1901 South 24th Avenue
 Edinburg, TX 78539

 Agency Name

 Authorized Signature

 Printed Name

 Title