

COMMUNITY HEALTHCORE
CONTRACTS DEPARTMENT
107 Woodbine Pl, Longview, TX 75601
903.237.2364
rfp.questions@communityhealthcore.com

Jim Dees
Purchasing Agent

COMMUNITY HEALTHCORE
LONGVIEW, TEXAS
REQUEST FOR PROPOSAL
INSTRUCTIONS/TERMS OF CONTRACT

RFP # 1011-21 Substance Misuse Prevention for Youth Curriculum

COMPLETE RFP CAN BE FOUND AT

<https://communityhealthcore.com/about-us/contractors/request-for-proposals/>

Questions regarding this REQUEST FOR PROPOSAL should be directed to Jim Dees at (903) 237-2364 or rfp.questions@communityhealthcore.com

Please submit one proposal to:

COMMUNITY HEALTHCORE
PURCHASING OFFICE ROOM 132
107 WOODBINE PLACE
LONGVIEW, TX. 75601

Sealed proposals shall be received no later than:

TIME 11:00 AM, MONDAY, August 30, 2021

ENVELOPE TO BE MARKED:

"RFP # 1011-21 – Substance Misuse Prevention for Youth"

Or submit to a secure email site at:

RFP1011-21@communityhealthcore.com

Please label email subject:

"Proposal for RFP # 1011-21 Substance Misuse Prevention for Youth Curriculum"

Responder shall sign and date the proposal on each page. Proposals which are not signed, dated, or delivered by the time specified above may be rejected.

The enclosed REQUEST FOR PROPOSAL and ATTACHED DOCUMENTS are for your convenience in preparing proposal for the enclosed referenced products and/or services for Community Healthcore. For any response include RFP number and RFP Name on Submission

Sabine Valley Regional MHMR Center dba Community Healthcore is the Health and Human Services Commission's (HHSC) designated Local Mental Health Authority and Local Intellectual & Developmental Disabilities Authority for the residents of Bowie, Cass, Gregg, Harrison, Marion, Panola, Red River, Rusk, and Upshur Counties, Texas.

Community Healthcore appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown above. Proposals received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable.

PUBLIC OPENING

Opening is scheduled to be held **1:00 p.m. on Monday, August 30, 2021** in the Ben Bane Room, 107 Woodbine, Longview, TX. You are invited to attend.

Community Healthcore is seeking proposals for Temporary Services at all locations. For a full description of the Scope of Work, see Attachment A.

Attachments: Documents listed below are a part of this Request for Proposal and required to be included in any response:

1. Attachment A – Detailed Scope of Work, Instructions for Response, and Scoring of RFP
2. Attachment B – Conflict of Interest Questionnaire for vendor doing business with local governmental entity
3. Attachment C – Response - Cover Sheet

QUESTIONS AND ANSWERS.

Please submit all questions in writing to rfp.questions@communityhealthcore.com by 5:00 p.m., **Friday, August 20, 2021**. All questions and answers will be posted as an Addenda to this RFP by COB Tuesday, August 24 on the website. No new questions regarding the RFP will be answered prior to the opening.

NO BID LIST: If you do not wish to submit a proposal at this time but wish to remain on the bid list for this commodity/service, please submit a "No Proposal" by the same time and location as stated for in RFP. If a response is not received in the form of a "Proposal" or "No Proposal" for three consecutive

RFP's, you will be removed from the proposal list. If you wish to be removed from the proposal list, or changed to the proposal list for another commodity/service, please let us know.

Awards should be made approximately 30 days after the RFP opening date. To obtain results, please contact Community Healthcore Purchasing Department 903-237-2364.

FUNDING: Funds for payment are provided through Community Healthcore budget approved by the Board of Trustees for the fiscal year. State of Texas statutes prohibit the expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Community Healthcore fiscal year shall be subject to budget approval.

LATE PROPOSALS: Proposals received in the Community Healthcore Purchasing Office after submission deadline will be considered void and unacceptable. Community Healthcore is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the Responder without permission of Community Healthcore for ninety (90) days following the date designated for the receipt of the proposals, and the Responder so agrees upon submittal of their proposal.

SALES TAX: Community Healthcore is exempted by law from State of Texas Sales Tax and Federal Excise Tax.

PROPOSAL AWARD: Community Healthcore reserves the right to award proposals on the lump sum or unit price basis, whichever is in the best value for the Center. Community Healthcore reserves the right to accept or reject any or all proposals.

CONTRACT: This proposal, when properly accepted by Community Healthcore, shall constitute a contract equally binding between the successful Responder and Community Healthcore. No different or additional terms will become a part of this contract with the exception of Change Orders or changes agreed to in writing by both parties

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Community Healthcore Purchasing Agent.

ETHICS: The Responder shall not offer or accept gifts of value nor enter into any business arrangement with an employee, official or agent of Community Healthcore.

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the instructions of this invitation will be considered for award. Responders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the Responder has not taken exceptions and shall hold the Responder responsible to perform in strict accordance with the specifications of the RFP. Community Healthcore reserves the right to accept any or all or none of the exception(s)/substitution(s) deemed to be in the best value for Community Healthcore. The Responder may at his discretion elect not to submit a proposal on specific items. The Responder should note this by stating "No Proposal" on items he does not wish to submit a proposal.

DESCRIPTIONS: Any reference to model and/or make/manufacture used in proposal specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Proposals on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal (RFP) and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Community Healthcore Contracts Department. Addenda will be communicated in the same method as the Request for Proposal. Responders shall acknowledge receipt of all addenda in their proposal.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning these types of service.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

TERMINATION of FUNDING: The term of this Agreement shall be subject to continued funding by the Federal Government, the State of Texas, and agencies thereof, in support of the services provided by Contractor. Should there be fundamental changes in, or termination of, funding for said services, the Center may with thirty (30) days written notice terminate this agreement, without prejudice to the right of Contractor to all payments due at the time of termination. Formal

documentation of the funding changes shall be made available to Contractor upon request.

TERMINATION FOR DEFAULT: Community Healthcore reserves the right to enforce the performance of this RFP in any manner prescribed by law or deemed to be in the best interest of Community Healthcore in the event of breach or default of this contract. Community Healthcore reserves the right to terminate the contract immediately in the event the successful Responder fails to:

1. Meet schedules
2. Pay any fees; or
3. Otherwise perform in accordance with these specifications

Breach of contract or default authorizes Community Healthcore to exercise any or all of the following rights:

1. Community Healthcore may take possession of the assigned premises and any fees accrued or becoming due to date;
2. Community Healthcore may take possession of all goods, fixtures and materials of successful Responder therein and may foreclose its lien against personal property, applying the proceeds towards fees due or thereafter becoming due.

In the event the successful Responder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Community Healthcore shall give the successful Responder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Community Healthcore within two (2) working days of receipt of such notice by the successful Responder, default will be declared and all the successful Responder's rights shall terminate.

Responder, in submitting this proposal, agrees that Community Healthcore shall not be liable for damages in the event that Community Healthcore declares the Responder in default.

NOTICE: Any notice provided by this proposal (or required by law) to be given to the successful Responder by Community Healthcore shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Responder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful Responder agrees to protect and indemnify Community Healthcore from claims involving infringements of patents and /or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Community Healthcore may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to acceptance, inspection and delivery. The contract administrator will serve as liaison between Community Healthcore Contracts Department (which has the overall contract administration responsibilities) and the successful Responder.

PURCHASE ORDER: When specified a purchase order(s) will be generated by Community Healthcore to the successful Responder. When a purchase order has been generated the purchase order number must appear on all itemized invoices and packing slips. Community Healthcore will not be held responsible for any orders placed/delivered without a valid current purchase order when it has been specified by the contract that one shall be generated for purchase.

INVOICES shall show all information as stated above, shall be issued for each order and shall be mailed directly to the Community Healthcore Business Office, P.O. Box 6800, Longview, TX. 75608.

PAYMENT will be made upon receipt and acceptance by Community Healthcore of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful Responder(s) is required to pay subcontractors within ten (10) days after the vendor receives payment.

ITEMS supplied under this contract shall be subject to the approval of Community Healthcore. Items found defective or not meeting specifications shall be picked up and replaced by the successful Responder at the next service at no expense to Community Healthcore. If item is not picked up within one (1) week after notification, the item will become a donation to Community Healthcore for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Community Healthcore.

WARRANTY: Successful Responder shall warrant that all items/services shall conform to the proposed specifications and/or warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES - The successful Responder and Community Healthcore agree that both parties have all the rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Bowie, Cass, Gregg, Harrison, Marion, Panola, Red River, Rusk, and Upshur Counties in the State of Texas.

ASSIGNMENT: The Successful Responder shall not sell, assign, transfer or convey this contract, in whole or in part, without prior written consent of Community Healthcore.

SILENCE OF SPECIFICATION: 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 commercial practices are to prevail. All interpretations of these shall be made based on this statement.

Each insurance policy furnished by successful Responder shall include, by endorsement to the policy, a statement that a notice shall be given to Community Healthcore by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to Community Healthcore until Community Healthcore actually receives and takes possession of the goods at the point or points of delivery.

COMMUNITY HEALTHCORE expressly reserves the right to accept or reject in part or in whole any or all proposals submitted and to waive any technicalities or formalities considered to be the best value for Community Healthcore.

HISTORICALLY UNDERUTILIZED BUSINESSES Community Healthcore is committed to developing, establishing and maintaining historically underutilized businesses' involvement in the total procurement process.

ANY QUESTIONS concerning the Invitation to Proposal and specifications should be directed to Community Healthcore Contracts Department at (903) 237-2364 or emailed to rfp.questions@communityhealthcore.com.

ATTACHMENT A - DETAILED SCOPE OF WORK

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|------|---------------------------------|--------|
| I. | Detailed Scope of Work | Page 8 |
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| III. | Scoring of the RFP | Page 9 |

I. Detailed Scope of Work

Community Healthcore is seeking a curriculum that's focus is on substance misuse prevention for youths, grades 4th – 12th. It will be used in youth involved settings, within a nine county area of North East Texas. It is a part of a larger project called the Prevention Network for North East Texas, a grant funded by the Substance Abuse Mental Health Services Administration (SAMHSA). The Mission of the Network is to mobilize community resources and strengthen prevention capacity in an effort to reduce the impact of systemic disparities in our youth. This curriculum is part of that effort in that it will be used in public schools and other settings to provide a basis for building needed skills to prevent or reduce substance misuse.

Qualities of the Curriculum needed include:

- Highly interactive
- Builds on social skills to promote social and emotional learning
- Activity driven learning
- Peer/Cooperative learning
- Substance misuse education
- Scripted lesson design
- Use of Non-stigmatizing language
- Complete within a shorter than longer time period
- Virtual Option/adaption
- Parent Involvement

Community Healthcore is seeking to buy relevant material to be used for that purpose in large quantities that will be used at multiple sites. Community Healthcore may select more than one curriculum if it determines that is best value for its needs.

II. Instructions for Response

Please submit in your response the information requested.

A. Scope of Work

- Please send the scope and sequence of the proposed curriculum grades 4th – 12th.
- Please make available a sample lesson for a 5th grade and one for 10th grade. If a hard copy, please send 3 sets. If online, please include link in your proposal.

B. Cost - Cost for Material will be used in evaluating the Cost component of your response.

1. To help us evaluate the Total price for one complete implementation that services grades 4th-12th including all materials needed for implementation and the teacher training component. Please include the number of students reached per curriculum. Please include all grades reached.
2. Separately list you all costs including Shipping and Delivery using standard method for the address 107 Woodbine Place, Longview TX 75604.

Note: Community Healthcore is a unit of local government and as such we are tax exempt.

C. Qualification / Availability

1. The SAMHSA guidelines state that the curriculum must be an “Evidenced Based” curriculum. Please provide information that validates your curriculum is evidenced based.
2. Please describe the in-stock availability of your curriculum across the grades 4th – 12th.
3. Please describe the time from placing an order to receiving the order and what options are available.

D. Other

1. Acknowledgements of RFP and all RFP Addenda's
2. Return signed Conflict of Interest Questionnaire (Attachment B)
3. Responder shall provide in their proposal all documentation required by this RFP.
4. Include Response Cover Sheet (Attachment C) in your proposal.

Failure to provide this information may result in rejection of proposal.

III. Scoring of the RFP

A. Factors to be considered include:

1. Delivery terms;
2. Quality and reliability of respondent's goods or services;
3. The extent to which the goods or services meet Community Healthcore's needs as described in this RFP;
4. Past offeror performance, respondent's financial resources and ability to perform, the respondent's experience and responsibility, and the respondent's ability to

provide reliable service agreements

5. The impact on the ability of Community Healthcore to comply with laws and rules relating to historically underutilized businesses or relating to the procurement of goods and services from persons with disabilities;
6. The total long term cost to the local authority of acquiring the respondent's goods or services;
7. The cost of any Community Healthcore employee training associated with the acquisition;
8. The effect of the acquisition on Community Healthcore's productivity;
9. Price
10. Whether the respondent can perform the contract or provide the service(s) within the contract term, promptly provide the services, without delay or interference;
11. Respondent's history of compliance with the laws relating to its business operations and the affected service(s) and whether it is currently in compliance;
12. Whether the respondent's financial resources are sufficient to perform the contract and to provide the service(s);
13. Whether necessary or desirable support and ancillary services are available to the respondent;
14. The character, responsibility, integrity, reputation, and experience of the respondent;
15. The quality of the facilities and equipment available to or proposed by the respondent;
16. The ability of the respondent to provide continuity of services;
17. The ability of the respondent to meet all applicable written policies, principles, and regulations;
18. Any factor is relevant to determining the best value for Community Healthcore in the context of this procurement.

B. Proposals will be scored using the following criteria:

These factors will be considered and some may be given greater weight than others

| Description | Points |
|------------------------------|--------|
| Scope of Work | 180 |
| Cost | 30 |
| Qualification / Availability | 90 |

Please direct any questions you have about this specification to (903) 237-2364 or email rfp.questions@communityhealthcore.com.

Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT C – RESPONSE COVER SHEET

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|---|
| Name of Legal Entity and Doing Business As (d/b/a) Name, if applicable |
| Respondent's Representative |
| Respondent's Mailing Address |
| Respondent's Email Address |
| Respondent's Telephone Number |

Pursuant to the advertisement for proposal to be received,

I/We _____
Company Name

Located at _____
Company Address

hereby submit our proposal. This proposal is made without collusion on the part of any person, firm or corporation.

Signature: _____

Printed name: _____ Title: _____

Date: _____

E-mail Address _____