



**THE CENTER FOR HEALTH CARE  
SERVICES**

**REQUEST FOR PROPOSAL  
("RFP")**

**(RFP-2017-009)**  
for  
**Janitorial Services**  
**(Revised 9/6/17)**

Release Date: 9/1/17  
Proposals Due: 9/26/17

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## 002 - 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 1000+ employee, 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 Bexar County Hospital District d/b/a 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.

## 003 - SCOPE OF SERVICES

THE CENTER FOR HEALTH CARE SERVICES ("CENTER") is accepting Proposals from vendors capable of providing **Janitorial Services** to multiple CENTER facilities located in Bexar County, Texas, as further defined in this Request for Proposal ("RFP") document.

The Successful Respondent (hereinafter referred to as "contractor") shall provide all personnel, equipment, tools, materials, supervision, and other services necessary to perform Janitorial Services for the Center as defined within the scope of this RFP. It is the Center's intent to select a vendor to maintain Center locations uniformly clean, hygienic, orderly and attractive. Janitorial services include, but are not limited to, general cleaning, disinfecting, trash removal, and floor cleaning.

The successful Contractor must document that all employees have been fully trained and skilled in safe and proper housekeeping techniques. Contractor shall submit statement outlining their training program and method of verifying employee competency. Failure to do so may be cause for rejection of the bid. The use of custodians who are not adequately trained may be sufficient grounds for termination of the Contract. Emphasis should be placed on Handling Hazardous Materials (proper cleanup of blood and body fluids). This training includes OSHA Guidelines related to Material Safety Data Sheets, Labeling of Hazardous Materials, Caution Signs, Blood Pathogen and other related requirements.

### 1. Key Personnel.

A. It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

B. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the Center.

C. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the Center, and shall, subject to the concurrence of the Center, replace such personnel with personnel of substantially equal ability and qualifications.

D. The contractor shall be responsible for, but not limited to, the following:

- i) adherence to schedules
- II) maintenance or replacement of cleaning equipment
- III) notifying Center of any personnel changes
- IV) training of new personnel

### 2. Supervisors.

A. The Contractor shall provide qualified supervision in all areas of operations. The supervision shall work with Center personnel in planning and scheduling work for completion of tasks. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract.

B. The Contractor shall designate in writing to the Center's Facilities, Fleet & Maintenance (FFM) Director, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by telephone or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. The Contractor's Project Manager shall be the contract supervisor.

### 3. Backup Staff.

A. The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same requirements as regular staff. The Center reserves the right to request additional backup staff as deemed necessary.

#### 4. Performance Standards.

A. The contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule his/her operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely a surface cleaning. Some examples include, but are not limited to: carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges, and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary levels of a hospital.

B. It is the objective of the Center to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this contract. To this end, the Center is contracting for the complete performance of each cleaning job as specified in this contract. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.

C. The Center's FFM Director or designee shall contact the Contractor by telephone, fax, or email to notify them of performance issues. The Center's Facility Maintenance Supervisor shall also notify the Contractor of written complaint(s) received from building occupants.

D. The Center's FFM Director or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter and fax record.

E. Major problems require immediate attention, and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are NOT limited to: toilets not cleaned, not stocking sufficient paper products in large areas, offices not cleaned, or trash not removed, etc. The Center's Facility Maintenance Supervisor or designee shall have authority to classify a complaint as major or minor.

F. Minor problems require correction during the next day's normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to: a trash can not emptied, a small area not vacuumed, toilet paper in one stall out, etc.

*Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.*

G. Failure to clean an entire building or site shall result in a separate deduction for nonperformance. In the event the contractor doesn't complete all of the required services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies at a mutually agreed upon schedule. After three (3) occurrences of nonperformance within a 12-month period, the Center, at its discretion, may begin default proceedings. The Contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two hours of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the Contractor of being charged the deductions or this counting towards the three occurrences. If the Contractor does not respond in two hours, the Center may exercise the Center's right to terminate for default.

H. Failure of the Contractor to appear on any scheduled workday without the advance approval of the FFM Director shall result in the deduction of the total daily cost for that location.

I. Contractor billing shall be done on a timely basis. The successful proposer shall submit monthly invoices for work completed in the previous month.

J. The contractor shall render the Center facilities clean, defined as "free of dirt, pure, spotless, sanitary, sterile, and uncontaminated". This includes timely removal of trash, dirt, dust, cobwebs, and other waste.

#### 5. Liquidated Damages.

A. Once the work has commenced, should the Contractor fail to perform, as specified, the services required and agreed to, the Center will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, Contractor shall agree to the following liquidated damages:

B. Should trained personnel not report to provide the services required by the contract, the Center will incur damages; and liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per occurrence will be deducted from payments due. Contractor will be notified of the assessment of liquidated damages in writing within twenty-four (24) hours of failure to report.

C. Should Contractor fail to perform under the terms of the contract, the Center will incur damages. Contractor will be notified in writing within twenty-four (24) hours of the failure to perform, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice, the Center will incur damages; and liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per occurrence will be deducted from payments due the Contractor.

D. Liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per occurrence will continue to be deducted from payments due the Contractor until the performance failure is remedied. Failure of the Contractor to respond to problems referred to them by the Center within the time limits established above shall result in the following deductions from invoiced payments:

E. Major problems not responded to within the established time limits will result in a deduction of 5% of the monthly cost of cleaning the entire building;

F. Minor problems not responded to within the established time limits will result in a deduction of one (1) day's cost of cleaning for the entire building experiencing the problem (the formula to arrive at the deduction is: facility monthly cost divided by workdays in month = per day cost of cleaning that location);

G. Nonperformance deductions shall be equal to 100% of the monthly charge for the missed facility;

H. Continued reporting of major and minor compliance failures of 5 or more for any month will result in a 10% DEDUCTION OF THE TOTAL MONTHLY CONTRACT COST;

#### 6. Reporting.

A. Contractor shall meet monthly with the Center's FFM Director or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested. At a minimum, inspection reports for the previous one month period shall be reviewed by the Center's FFM Director or designee and the Contractor's Project Manager at the first meeting of the following month.

#### 7. Inspections.

A. The Facility Maintenance Supervisor or his designee will perform inspections of each area to ascertain compliance to the specifications. A janitorial inspection report will be communicated to the Contractor listing any deficiencies found.

#### 8. Contractor Furnished Items And Services.

A. Except for those items or services specifically stated to be Center furnished, the contractor shall furnish everything required to perform to this scope of work. This includes all supplies, paper products for restrooms, soap for restrooms, and all chemicals necessary to clean and sanitize on a daily basis, Monday through Sunday and holidays. The contractor shall maintain a one-week supply, minimum, of all paper products, antibacterial hand soap for all dispensers, and all chemicals necessary to clean and sanitize all bathrooms, within the designated janitorial closets. The contractor shall maintain a clean mop, dust mop, vacuum cleaner and trash cart within the designated janitorial closets on-site at all times for use as needed by Center personnel.

#### 9. Equipment.

A. All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces. All baseboards must be protected from all floor maintenance activities.

B. All electrical equipment used by the contractor shall be UL approved. This equipment must operate using existing building circuits. It shall be the responsibility of the contractor to prevent the operation or attempted operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity of existing building circuits.

C. Vacuums for carpeted floors shall be of commercial quality and of the beater bar type. Vacuums shall have no less than 99.97 % HEPA filter bags.

D. All equipment used shall be of the size and type customarily used in work of this kind and shall meet the approval of the Center. Equipment deemed to be of improper type or design, or inadequate for the purpose intended, shall be replaced.

## 10. Plastic Trash Can Liners.

A. The contractor shall furnish plastic trashcan liners of adequate quality to protect each trash can. Liners shall be replaced daily, at a minimum, and more frequently, if needed.

### Restroom Supplies.

B. The contractor shall furnish the following restroom supplies. All paper products will be 100% post-consumer (i.e. Green Seal) products or approved equal.

- i) Toilet tissue, two-ply, 9-inch rolls for dispensers, as provided;
- ii) Paper hand towel rolls for electronic dispensers (as provided by Center); clinic and medical areas shall be supplied with white color hospital grade paper towels;
- iii) Antibacterial hand/liquid soap for dispensers, as provided;
- iv) Deodorant blocks for urinals and toilet bowls, or, at a minimum, bacterial deodorant sprays appropriate for commercial usage in public restrooms. If using bacterial deodorant sprays, they must mounted at highest point on wall.

## 11. Information on Supplies/Chemicals.

A. Prior to contract award, the contractor shall submit for approval by Center, samples of and a list indicating the manufacturer, brand name, and intended use of each of the supplies and materials proposed for use in the performance of work. During the term of the contract, any changes in the items previously approved for use by the Center must be submitted in writing to the Center's Director of Facilities and approved prior to use in Center facilities. The contractor shall not use any material which Center determines unsuitable for the purpose intended, or harmful to any part of the building(s), contents, equipment, or to Center staff or consumers. The contractor shall provide to the Center information as required on the quantity of supplies used during the course of the contract on a monthly basis. The contractor shall maintain a supply of Material Safety Data Sheets (MSDS) on all products used at each facility and with the office of the Center's Facilities, Fleet and Maintenance Director.

## 12. Labeling of Supplies/Chemicals.

A. The successful Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all federal, state and county laws, ordinances, rules and regulations.

## 13. Specific Tasks

A. The contractor shall provide custodial services as outlined in this scope of work per the task and frequency outlined by the different Center facilities. Service will include on a daily basis:

- i) Emptying trash cans and removing trash;
- ii) Vacuuming all carpets;
- iii) Dust and damp mopping of all hard surface floors;
- iv) Servicing bathrooms (hand cleaning inside and outside of commodes, wiping down all commode walls/stalls, urinals, lavatories, washbasins and slop sinks, replenishing toilet paper, paper towels, and hand soap);
- v) Light dusting of office areas, as possible, without moving any items (see Section 6.10 for weekly dusting services);
- vi) Cleaning and wiping office kitchen area countertops and tables;
- vii) Assuring front entrance area of building (lobby) is clean and presentable for business the following morning;
- viii) Cleaning all entrance and exit areas (see Section 6.15 for other cleaning service requirements for these areas);

## 14. Cleaning Tasks

A. The contractor shall accomplish cleaning tasks as outlined ABOVE AND/ BELOW to meet the completeness, quality, and frequency requirements set forth in this Exhibit.

## 15. Vacuum Carpet

A. On a daily basis, the contractor shall vacuum all carpeted floor areas so that after vacuuming, they are free of all visible litter, dust, and soil. The contractor shall remove all spots on carpeting as soon as noticed. The contractor is only

responsible for removing spots smaller than two square feet. Spots two square feet or larger shall be brought to the attention of the Director of Facilities or designee at the facility. All tears, burns, and unraveling of carpeting shall be brought to the attention of the Center.

#### 16. Sweep Floors

A. On a daily basis, the contractor shall sweep/dust mop the entire floor surface, including corners and abutments, so that after sweeping/dust mopping the floor is free of all visible litter, dust, and foreign debris. The contractor shall have chairs, trash receptacles, and easily moveable items tilted or moved to sweep/dust mop underneath and shall replace the items immediately after the service is completed.

#### 17. Mop Floors.

A. On a daily basis, the contractor shall mop all accessible areas including corners and abutments, so that after mopping they have a uniform appearance and the floor is free of streaks, swirl marks, detergent residue, or any evidence of soil, stains, film, debris or standing water. The contractor shall have chairs, trash receptacles, and easily moveable items moved to mop underneath and shall replace the items immediately after the service is completed and floor is dry. The contractor shall remove all splash marks or mop streaks on furniture, walls, baseboards, etc., and remove any mop strands remaining in the area. The contractor shall not mop wood or carpeted floors. The contractor will not allow build-up of any kind in any corners throughout facility.

#### 18. Maintain Floors and Doors.

A. The contractor shall maintain all floors accessible to floor machines, unless specified elsewhere as having carpet or special flooring. After receiving floor maintenance, the contractor shall apply a uniform coating of non-skid floor finish, so that the floors have a glossy appearance, and are free of scuff marks, heel marks, and other stains and discoloration. The contractor shall remove floor finish solutions from baseboards, furniture, trash receptacles, etc. The contractor shall have chairs, trash receptacles, and easily moveable items tilted or moved to maintain floors underneath, and return all moved items to their proper position when maintenance has been completed. The contractor shall apply these techniques only to the portion of the floor needing work, to bring the entire floor up to standard. The contractor shall not apply floor finish to surfaces that have not been cleaned. (See Section 8 for related service schedules).

#### 19. Door Cleaning.

A. On a daily basis, all doors, including all doors with glass, shall be cleaned of any visible hand marks or other marks.

#### 20. Clean Entry Mats.

A. On a daily basis, the contractor shall vacuum all carpet-type entrance mats to remove soil and grit and to restore resiliency of the carpet pile.

#### 21. Remove Trash.

A. On a daily basis, the contractor shall empty and return to their original initial location all wastebaskets, cigarette butt receptacles (ashtrays, butt cans, etc.), and other trash containers within the area. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed by the contractor. Plastic trash receptacle liners in such receptacles shall be replaced daily. The contractor shall remove ashes and debris from cigarette butt receptacles and place in a nonflammable container. The contractor shall dispose of trash in plastic bags secured with bag ties. The contractor shall pick up any trash that may fall in or around the facility or grounds during the removal of collected trash. The contractor shall unlock and deposit the trash in the nearest outside trash collection point and relock trash container.

#### 22. Dusting Activities.

A. On a weekly basis, the contractor shall perform dusting activities so that after dusting, all dust, lint, litter, and dry soil shall be removed from surfaces of desks, chairs, file cabinets, and other types of office furniture and equipment, and from ledges, window sills, hand rails, etc., to a line seven feet above the floor level. The contractor shall not dust computers, business machines, and equipment of similar nature.

#### 23. Clean Glass.

A. On a daily basis, the contractor shall clean all glass partitions, interior and exterior glass doors, display cases, directory boards, draft shields on windows, mirrors and adjacent trim, so that after cleaning the glass there shall be no traces of film, dirt, smudges, water or other foreign matter.

#### 24. Clean Drinking Fountains.

A. On a daily basis, the contractor shall disinfect all porcelain and polished metal surfaces of drinking fountains, including the orifices and drain, so that after cleaning the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil.

#### 25. Perform Spot Cleaning.

The contractor shall perform spot cleaning by removing smudges, fingerprints, marks, streaks, etc., from the washable surfaces of walls, partitions, doors, and fixtures. The contractor shall use germicidal detergent in restrooms, locker rooms, break areas, and drinking fountains. The contractor shall polish brass hardware, aluminum bars, and other metal doors and cigarette urns with a polish compound. After spot cleaning by the contractor, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil. (See Section 8 for related service schedules.)

#### 26. Disinfect Restrooms

A. On a daily basis, the contractor shall disinfect all surfaces of toilet bowls inside and out, urinals inside and out, lavatories, showers, dispensers, and other such surfaces, using a germicidal detergent. Commode walls/stalls shall be wiped down daily. The contractor shall on a weekly basis disinfect all surfaces of partitions, stalls, stall doors, and wall areas adjacent to wall mounted lavatories, urinals, and toilets.

#### 27. Entrance & Exit Areas

A. On a daily basis, entrance and exit areas, and all adjacent areas within seven feet, shall be swept, cleaned, and policed for the removal of dirt and other litter. All outside walls (in the immediate vicinity) of entrances, canopies, and entrance lights shall be maintained clean of overhanging lint, cobwebs, mud and other dirt. Foot scrapers, entrance mats, and individual trash and smoking receptacles shall be cleaned and the exterior entrance areas shall be flushed down with water. All glass entrances shall be cleaned inside and outside on a daily basis. All entrance and exit areas shall be pressure washed on a monthly basis or as more frequently needed to maintain a clean and professional business appearance. This cleaning/pressure washing shall be performed up to 50 feet far and 50 feet wide from the entrance or exit areas.

#### 28. Dust Mops

A. On a daily basis, the contractor shall ensure that mop heads of rayon or cotton yarn will be used which are treated with a non-oil base mixture of chemicals that will not become greasy. The chemical compound shall not have an ignition temperature of less than 300 degrees Fahrenheit, shall be practically free of saponifiable matter, and colored water-white and/or neutral color. The compound shall show no tendency to heat spontaneously under service conditions. Total residue in mop heads shall not exceed 2% with none of the residue being carbon. Mop heads will be treated by submersion into the chemical or in a wash wheel, with excess chemical properly extracted. A disposable non-woven fabric or a lintless fabric consisting of textile fibers or a combination of fibers and yarn specially treated for dust mopping may be used. Both disposable and non-disposable mop heads will be changed when they become saturated with dirt and dust. Contractor will be responsible for supplying, washing and treating dust mops.

#### 29. De-scaling Restrooms/Locker Rooms

A. The contractor shall de-scale toilet bowls and urinals as frequently as needed, so that after de-scaling, the entire bowl shall be free of scale and soap build up.

#### 30. Log Sheets.

A. Log sheets shall be posted in each restroom to log when the last time the restroom was cleaned.

#### 31. Quality Control Plan.

A. On a daily basis the contractor shall establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of the contract are provided as specified. Updates will likewise be provided as they occur. The plan shall include the daily submission of the forms specified by the Center.

32. Inspection System.

A. An inspection system conducted by the Center's personnel shall include, at a minimum, a daily random sampling inspection of all scheduled janitorial operations, and other functions performed by the contractor.

33. Guidelines for task and frequency schedule. Duties to be performed throughout the facilities.

Empty Waste Receptacles	Daily
Empty Recycle Receptacles (where applicable)	Daily
Clean desk tops (only if the desk tops are cleared of paper)	Daily
Clean metal desk frames	Monthly
Clean and sanitize telephone instruments	Daily
Polish wood furniture	Weekly
Empty and wash ash trays	Daily
Wipe and vacuum chairs	Weekly
Clean all glass partitions and ledges	Daily
Clean all sleeping areas and bed frames (where applicable)	Daily
Clean light switches and spot clean walls for fingerprints	Daily
Clean all windowsills	Weekly
Clean vents (air vents supply and return)	Weekly
Clean all door handles, frames and kick plates	Daily
Clean <u>exterior</u> of refrigerators and microwave ovens	Weekly
Clean and disinfect drinking fountains	Daily
Wipe and clean top of shelves and file cabinets	Weekly
Replace chairs and waste baskets in proper place after cleaning	Daily
All waste material shall be removed to and loaded into dumpster, as provided by the CENTER, for disposal	Daily
Dust mop with treated mops floor of entire building	Daily
Clean and disinfect all shower and bathroom surfaces	Daily
Wet mop office type floors with a general-purpose product to ensure clean areas.	Daily
Spot wash walls of entire building	As Needed
Sinks in all areas – washed and sanitized	Daily
Spray buff floors in all areas to remove black marks and scuff marks	Daily

Clean corners of rooms and around telephone and electrical mounted plugs	Daily
Wash inside of all exterior windows – entire facility	Quarterly Minimum
Wash outside of all exterior window glass – entire facility	Quarterly Minimum
Wash all partition glass	Weekly
Vacuum and spot clean all carpeted areas	Daily
Buff main lobby, hallways floors, and heavy traffic areas	Once per Week
Buff office type areas	<u>Quarterly or as needed to maintain a clean and professional business appearance</u>
Blinds dusted and/or washed	Weekly
Carpet pile lifted using pile lift machine (all areas)	Monthly
Ash urns are cleaned (sand replaced when dirty) in all public areas	Daily
Main Lobby doors and glass cleaned and polished	Daily
Entrance mats, and all waiting areas cleaned	Daily
Elevator floors & tracks cleaned	Daily
Spot cleaning	Daily
Light fixtures cleaned	Weekly
<b><u>STAIRWELLS</u></b>	
Stairwells swept and damp-mopped	Daily
Stairwells vacuum and spot clean all carpeted areas	Daily
Handrails dusted and maintained free of handprints, etc.	Daily
Stairwell walls (spot-washed)	Quarterly Minimum
<b><u>MECHANICAL &amp; ELECTRICAL ROOMS</u></b>	
Dust mop/sweep	As Needed
<b><u>RESTROOMS</u></b>	
All restrooms shall be kept sanitary and clean	Daily
Floors swept and wet-mopped with quaternary disinfectant-detergent	Daily
Partitions cleaned and disinfected	Daily
Floor drains flushed with disinfected-detergent	Daily
Stools and urinals disinfected with bowl cleaner inside & out	Daily
Toilet paper restocked	Daily

Paper towel and soap dispenser cleaned and replenished	Daily
Clean and fill sanitary napkin dispenser	Daily
Empty and clean sanitary napkin disposal	Daily
Sinks and mirrors cleaned and walls spot washed	Daily
Completely wash and scrub walls and floors	Monthly
Showers disinfected using a quaternary disinfecting product (where applicable)	Daily

**34. Facility Security.**

A. At Center’s sole discretion, and as applicable, the contractor may be provided a key and alarm code to the facility. Contractor’s supervisor(s) will be trained on the use of alarm systems and will be responsible for training their employees. Contractor shall be liable for all costs associated with re-keying, re-issuance, or programming of keys, access cards, and security codes, which result from the loss of compromising of keys, access cards or security codes by contractor’s personnel.

B. Unless otherwise directed by a designated Center representative, contractor employees shall be responsible for securing all offices, gates, and exterior entrances/exits at all unoccupied spaces and/or facilities both during and at the completion of contracted services. Contractor’s employees shall immediately communicate to designated Center representatives any inability to secure by code, alarm, or mechanical lock any office, gate, or door. Failure to secure all exterior entrances/exits and/or gates will result in a \$50.00 charge per occurrence. Contractor shall also be responsible for payment of any fines incurred by Center due to false alarms at a facility not properly secured. Repeated failure to maintain a secure facility when providing janitorial services shall serve as cause for termination of contract.

**35. Locations.**

Facility Address	City	Zip	Square Footage	Center Hours of Operation	Time Vendor Can Enter to Clean	Frequency
227 W. Drexel Ave - Bldg B	San Antonio	78210	5,038	Mon-Fri 7am - 4pm	Mon - Friday 5pm-10pm	Daily
227 W. Drexel Ave Bldg A	San Antonio	78210	12,840	Mon-Sun 24 hours per day	Crisis: Mon-Fri 9:30am to 1:30 PM Clinic: Mon - Fri 6pm - 10pm	Daily
2711 Palo Alto	San Antonio	78211	23,320	Mon-Fri 8am - 5:30pm	6pm-10pm	Daily
601 N Frio St, Building #2	San Antonio	78207	16,354	Mon-Fri 8am - 5:30pm	6pm-10pm/ Dispensing noon-2pm	Daily
601 N. Frio St. Building #1	San Antonio	78207	22,424	Mon-Sun 24 hours per day	Mon-Fri 24 hours per day	*Please see note below
601 N. Frio St. Primary Care	San Antonio	78207	5,320	Mon-Fri 7am to 3pm	Mon-Fri 6pm-10pm	Daily
711 E. Josephine St	San Antonio	78208	28,797	Mon-Sun 24 hours per day	Mon - Fri 7:30am-11:30pm	Daily
806 S Zarzamora St	San Antonio	78207	9,694	Mon-Fri 8am - 5:30pm	Mon-Fri 6pm-10pm	Daily
8155 Lone Shadow Trail	Converse	78109	5,484	Mon-Fri 8am - 5:30pm	Mon-Fri 6pm-10pm	Daily
1921 Burnet Street	San Antonio	78202	2,415	Mon-Fri 8am - 5:30pm	Mon-Fri 6pm-10pm	Daily
1920 Burnet Street	San Antonio	78202	6,802	Mon-Fri 8am - 5:30pm	Mon-Fri 6pm-10pm	Daily
6812 Bandera Road, Ste #102	San Antonio	78238	15,765	Mon-Fri 8am - 5:30pm	Mon-Fri 6pm-10pm	Daily
1219 McCullough St	San Antonio	78212	3,000	Mon-Fri 8am - 5:30pm	Mon/Wed/Fri 6pm-10pm	MWF

7137 W Military Drive	San Antonio	78227	4,294	24/7/365	Tues & Fri 11:30am – 1:30pm	Daily
104 Story Lane	San Antonio	78223	5,458	Mon-Fri 8am - 5:30pm	Mon-Fri 6pm-10pm	Daily
5802 S. Presa	San Antonio	78223	4,804	Mon-Fri 8am - 5:30pm	Mon-Fri 6pm-10pm	Daily
1007 Paulsun	San Antonio	78219	9,375	Mon-Fri 8am - 5:30pm	Tues & Fri 8:00 am-5pm	2 times per week
722 Isom	San Antonio	78216	3,550	Tues-Fri 8am - 5:30pm	Tues – Fri 6pm-10pm	4 times per week (location is closed Mondays)

\*601 N. Frio, Building #1: To be cleaned throughout the day, between 7:00am to the following day at 6:59am. Daily schedule of staff to be submitted to Center’s Director of Facilities, Fleet & Maintenance. This is a 24 hour facility.

35. Miscellaneous requirements.

A. The contractor shall ensure that all of contractor’s personnel wear uniform or shirt with company’s logo and photo I.D. at all times while at Center facilities.

B. No persons are to accompany the contractor’s employees to a Center facility that are not employed by the contractor and assigned and/or scheduled to work at the Center facility.

C. Center may require the removal of a contractor employee from a Center site without cause; this may be immediate at Center’s discretion. Contractor may be required at his/her/its own expense to conduct a criminal background investigation for all personnel assigned to work at Center facilities. TB testing (skin test and/or check X-Ray as required) may also be required of personnel assigned to certain Center facilities. All persons employed by the contractor shall be U.S. citizens or possess papers showing that they are legal aliens. All personnel assigned to Center locations shall be able to understand labels, descriptions, and instructions for all materials used at Center facilities. All personnel assigned to Center facilities are required to understand and be able to communicate effectively in English.

36. Walk throughs.

Walk throughs of buildings will be scheduled upon request. It is the Center’s intention to hold one to two walk through, if needed. Please contact Adam Velez, Contract Administrator at 210-261-1116 or [avelez@chcsbc.org](mailto:avelez@chcsbc.org) for scheduling.

37. Additional Services as needed.

Carpet -  
Spot Removal  
Hot Water Extraction  
Pressure Washing

Kitchens –  
Interior of refrigerators, dishwashers and appliances other than microwaves.  
Interior of cabinets.

Hard Surface Flooring –  
Burnishing  
Top Scrub and refinish (wax)  
Strip and Finish

Upholstery and workstations –  
Vacuum partitions  
Spot removal  
Extraction cleaning

Strip, wax, and refinish floor surfaces  
Stairs stripped and sealed  
Dry Clean carpeting

Dry clean cloth chairs/hand clean all chairs

### 004 - 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

## 005 - TERM OF CONTRACT

The anticipated term for a contract awarded in response to this RFP is **two** (2) years. The Center shall have the option to renew under the same terms and conditions for up to three (3) 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.

## 006 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the Center for Health Care Services, Conference Room No. 271, located at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas 78213 at 3:00 PM Local Time, on September 8, 2017. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The Center for Health Care Services, Board Room 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.

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.

## 007 - PROPOSAL REQUIREMENTS

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.

Respondents must submit a hard copy proposal. Submit one original, signed in ink and six (6) copies of the proposal and one (1) USB containing a copy of the entire proposal in Microsoft Word format.

### 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.

EXCEPTIONS. Use Form found in this RFP as Attachment C.

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 D.

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.

## 008 - 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 Adam Velez, Contract Administrator, by email to [AVelez@chcsbc.org](mailto:AVelez@chcsbc.org), please carbon copy [contracts@chcsbc.org](mailto:contracts@chcsbc.org) before September 13, 2017 at 12:00 p.m. 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 September 13, 2017 at 12:00 p.m. deadline will be addressed.

Respondent shall submit one (1) original, signed in ink, six (6) hard copies and one (1) USB drive which contains the Proposal in Microsoft Word format in a sealed package clearly marked with the project name, "**Janitorial Services, RFP 2017-009**" on the front of the package by no later than 3:00 p.m. Local Time, on September 26, 2017. 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.

Exceptions - Any exception to an item in the solicitation must be clearly set out and fully explained in the proposal as to why the proposer is taking exception. Be specific as to the reasons for the exception in Attachment C.

### **009 - 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 ask verbal questions concerning this RFP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 12:00 PM, Local Time, September 13, 2017. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Adam Velez**  
**Center for Health Care Services**  
[AVelez@chcsbc.org](mailto:AVelez@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.

### **010 - 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 (25 points)

Proposed Plan (40 points)

Price Schedule (30 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)

### **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 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.

## 012 - SCHEDULE OF EVENTS

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

RFP Release Date:	9/1/17
Pre-Submittal Conference:	3:00 P.M. on 9/8/17
Final Questions Accepted:	12:00 P.M on 9/13/17
Proposal Due:	3:00 P.M. on 9/26/17

## 013 - 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 "**Janitorial 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 Department. No officer or employee, other than the Center's 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 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:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory Limits \$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 Bodily Injury and Property Damage 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 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.

The 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.

**014 - 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: \_\_\_\_\_

Name of principal financial institution for financial responsibility reference.

Name of Bank: \_\_\_\_\_

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

City and State: \_\_\_\_\_

Officer familiar with bidder's account: \_\_\_\_\_

Federal taxpayer I.D. number: \_\_\_\_\_

**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).

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

Name of principal financial institution for financial responsibility reference.

Name of Bank: \_\_\_\_\_

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

City and State: \_\_\_\_\_

Officer familiar with bidder's account: \_\_\_\_\_

Federal taxpayer I.D. number: \_\_\_\_\_

**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.

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**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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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 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.

Describe Respondent's company history, evidencing its strengths and stability, including number of years in business, licensing information (if applicable), number of years providing the type of proposed service, existing customer satisfaction data, number of customers in Texas and areas covered in Texas.

Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects or services and scope over the past four years. Identify associated results or impacts of the project/work performed.

Describe Respondent's specific experience with public entity clients, especially entities similar to the Center.

List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.

Provide a list of clients, if applicable, that Respondent will be providing similar services to during the proposed contract term.

If Respondent is proposing a team, partnership or coalition, including sub-contractors, describe the rationale for selecting the team, how the members will collaborate, and the extent to which each entity has worked together in the past.

Identify the number of staff to be assigned to provide the services and relevant experience on projects or services similar in nature. Include the staff expertise or specialty area.

Describe Respondent's firm size and organizational structure and organizational chart.

Describe Respondent's ability to comply with Center's contracting requirements, to include administrative functions such as reporting on a regular basis on project status, outcomes, invoicing, and other contract administration items.

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 the following items.

Provide a description of your firm's understanding of the project and detailed scope of services. Discuss your firm's methodologies used and/or approaches taken to provide services. Indicate features, skills, and/or services which distinguish your firm and make it the better choice for the Center. Indicate how the resources of your firm will be allocated for this project (e.g., number and type of personnel allocated by hours).

Janitorial Services Plan - Provide a description of your firm's capacity to plan and implement requested services as specified by this RFP.

Staffing Plan – Describe Respondent's Staffing Plan for providing Janitorial Services at the Various Center locations.

Ramp Up Plan – Describe how Respondent will ramp up to meet the Center's janitorial service requirements. Provide information such as badging and staffing. Indicate what the timeframes are for Respondent to be able to mobilize upon contract award. Indicate what communications solutions Respondent will employ to meet the requirements and Reporting.

Quality Assurance/Quality Control (QA/QC) Plan – Describe Respondent's QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with Center, and control of subcontractors' performance, if any.

Customer Service Plan - Discuss lines of communications and interaction with Center Staff.

Training Plan – Describe training and instruction programs that Respondent will provide to its employees working at the Center.

Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

**RFP ATTACHMENT B**

**PRICE SCHEDULE**

Please provide cost proposal. The proposal should include all fees to provide services listed 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.

**In determining cost, pay careful attention to the service schedule and requirements located in Section 004 - Scope of Services**

Facility Address	Monthly Cost	Yearly Cost
227 W. Drexel Ave - Bldg B	\$	\$
227 W. Drexel Ave Bldg A	\$	\$
2711 Palo Alto	\$	\$
601 N Frio St, Building #2	\$	\$
601 N. Frio St. Building #1	\$	\$
601 N. Frio St. Primary Care	\$	\$
711 E. Josephine St	\$	\$
806 S Zarzamora St	\$	\$
8155 Lone Shadow Trail	\$	\$
1921 Burnet Street	\$	\$
1920 Burnet Street	\$	\$
6812 Bandera Road, Ste #102	\$	\$
1219 McCullough St	\$	\$
7137 W Military Drive	\$	\$
104 Story Lane	\$	\$
5802 S. Presa	\$	\$
1007 Paulsun	\$	\$
722 Isom	\$	\$
Total Cost		

NOTE: The CENTER does not pay sales or use tax and such taxes cannot be passed on to the CENTER in any form. The bid amount submitted by Proposer **will not be negotiable** after acceptance by the CENTER. Accepted Proposal amounts shall be reflected in the awarded contract and shall not be negotiable during the term of the contract.

## **RFP ATTACHMENT C**

### **EXCEPTIONS**

Any exception to an item in the solicitation must be clearly set out and fully explained as to why the proposer is taking exception. Be specific as to the reasons for the exception.

**RFP ATTACHMENT D**

**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 E**

**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	
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	
Exceptions RFP Attachment C	
*Signature Page RFP Attachment D	
Proposal Checklist RFP Attachment E	
One (1) Original, six (6) copies and one (1) USB with entire proposal in Microsoft Word format	

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