



**THE CENTER FOR HEALTH CARE  
SERVICES**

**REQUEST FOR PROPOSAL  
("RFP")  
(RFP-2021-017)  
for  
Peace Officer & Security Guard Services**

**Revised 8/9/2021**

Release Date: 7/16/2021

Proposals Due: **8/17/2021** at 12:00 P.M. Central Standard Time

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

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### **003 - BACKGROUND**

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

## 004 - SCOPE OF SERVICES

The Center for Health Care Services ("CENTER") is seeking proposals from firms interested and qualified to provide supervision, materials and technically trained personnel to provide routine and emergency site security protection and support services for CENTER facilities, employees, visitors, and clients. Contractor must maintain all manpower, training, management/supervision, screening, permits, equipment/supplies, licenses, reports, certificates, insurance, and other resources necessary to accomplish services as described in the Scope of Services. The Center reserves the right to add or remove locations during the term of the awarded contract, to include extensions.

### I. General Requirements – Peace Officer

The contractor shall provide specified Peace Officer services to CENTER. The contractor's personnel assigned to provide services under this Scope of Work shall, among those other requirements stated herein:

1. Peace Officers ("Officer", "Officers") with a current, valid Peace Officer's license issued by TCOLE under Section 1701.301 of the Texas Occupations Code, and a valid Texas driver's license;
  2. Have successfully completed the forty (40) hour Crisis Intervention Training (CIT) prior to service delivery;
  3. Authorized and/or permitted by their commissioning law enforcement agency to perform Emergency Detentions, as deemed necessary by the individual Peace Officer, while providing services under this Scope of Work (See **Exhibit 3**, attached hereto, for procedures related to Emergency Detentions) ;
  4. Uniformed and shall carry firearms;
  5. Required to provide Law Enforcement services and exercise the duties and powers authorized for Peace Officers under Article 2.13 of the Code of Criminal Procedure, as deemed necessary by the individual Peace Officer (collectively, "Services");
  6. Required to protect CENTER clients, personnel and property, maintain order and properly address illegal activities.
- A. CENTER shall have the right on forty-eight (48) hours' written notice to the contractor to change the hours or total hours per location or location(s) of service provided by the Officers, without any change in the hourly rate.
- B. Officers must sign in and out at the beginning and end of shifts on a Log provided by the CENTER at each service location.
- C. The contractor shall perform additional services to CENTER as mutually agreed upon by the parties.
- D. Officers shall be equipped with a radio or other communication device enabling contact with CENTER staff and emergency services as needed at the contractor's expense, unless otherwise provided for by CENTER.
- E. The contractor shall ensure that no Officer having a criminal history described in **Exhibit 4** that will provide Services under this Scope of Work. Upon request, the contractor will confirm that an Officer performing Services under this Scope of Work has satisfactorily completed the contractor's training related to CIT and Cultural Diversity.
- F. The contractor shall provide an on-site Team Leader who shall be accessible to CENTER on twenty-four hours per day, 365 days per year basis, and reside at the Center's 1007 Paulsun location Monday through Friday from **8:00AM – 5:00PM** to resolve any service or scheduling issues. Contractor shall be responsible for providing at their own expense any required telecommunication/internet services as required.
- G. It is essential that Officers cooperate with local law enforcement to deter deleterious and illegal activity and, where deemed necessary by the contractor, to exercise the duties and powers of a Peace Officer under Article 2.13 of the Code of Criminal Procedure.
- H. No officer shall be scheduled nor permitted to work more than sixteen (16) hours consecutive duty. Generally, no officer shall be scheduled for sixteen (16) consecutive hours duty, except for bonafide emergencies. Contractor shall not circumvent this requirement by having an employed officer work a shift at another contracted location immediately preceding the scheduled or actual shift at the Center facility
- I. The contractor shall attend regularly scheduled status meetings with CENTER program and administrative staff as needed.
- J. The contractor's Team Leader is responsible for the supervision of Officers and Security Guards performing Services under this Scope of Work. While input from CENTER employees is necessary to assess the complex situations arising from dealing with those in crisis and related difficulties, any arrest, search, seizure, and/or

emergency detention is at the Officer's discretion. Disputes arising from the aforementioned or any other topic are to be brought to the attention of the contractor's Team Leader for resolution.

K. Contractor will provide a weekly personnel assignment schedule for each location which must be submitted by noon Friday of the previous week to the Center's Director of Facilities

L. Officers who drive or park their personal vehicles on CENTER property warrant and agree to have current and sufficient automobile liability insurance coverage, as determined by State law.

M. Officers MUST (applicable to all service locations):

1. Know how to react and be sensitive to emotionally disturbed, intoxicated, or emotionally unstable persons and to persons with mental health, intellectual developmental disorders and/or substance abuse problems and use clear operational guidelines to address incidents with such persons. CENTER shall have the right to require the contractor to immediately remove any Officer providing services under this Scope of Work who does not comply with the provisions of this Paragraph.
2. Respect the Client Rights of CENTER consumers at all times. CENTER shall have the right to require the contractor to immediately remove any Officer providing services under this Scope of Work who is known or alleged to have violated a consumer's client rights.
3. Know how to react in the event of an emergency (for example: fire, suspicious package, and bomb threat) using clear operational guidelines.
4. Provide transport services for consumer(s) who have been emergency detained (ED's) to both CENTER and non-center locations as directed by MEDCOM.
5. Properly document and report all incidents according to CENTER policy.
6. Detect and deter unusual or suspicious activity to safeguard property and people.
7. Make random patrols of outdoor areas and parking lots at a minimum of every hour, or as otherwise requested by CENTER supervisor.
8. Be alert at all times during the shift. Adhere to rules of conduct that enhance effectiveness. For example, no smoking, fraternizing with consumers in any manner, and no parking on CENTER property except where designated by CENTER program staff.
9. Make facility contact upon arrival and advise how to immediately reach contractor's personnel who are on duty.
10. Know the requirements of the assignment.
11. Know the purpose of security during the prescribed times.
12. Know the layout of the facility.
13. Know facility security and/or fire regulations.
14. Know vulnerable areas.
15. Know the locations of telephones, fire-fighting equipment, fire alarms, and emergency exits.
16. Know the location of stairways and doors.
17. Rove and monitor building (interior and exterior), parking lot, and perimeter. Assist in de-escalation of conflicts. Assist in performing Emergency Detentions, detain or restrain if needed. Provide security presence and call for other law enforcement as needed.

N. Locations/Schedules:

1. 601 North Frio Street: Two (2) Officer per shift 24 hours per day, 365 days per year, including all holidays, and two (2) additional Officer in OATS (methadone dispensing & lobby) Monday through Friday from 6:00AM to 11:00PM for methadone dispensing and Monday through Friday from 6:00AM to 3:00PM Additional Officer hours may be added as needed and requested by CENTER. See **Exhibit 1**, attached hereto, for services specific to the 601 North Frio Street location.
2. 315 N San Saba: One (1) Officer Monday through Friday from 7:00AM to 6:00PM
3. 1954 E. Houston Street: One (1) Officer Monday thru Friday, 7:00AM to 6:00PM
4. 7137 W. Military Dr.: One (1) Officer Friday through Tuesday, beginning at Friday midnight and ending at 5:00 AM on Tuesday.

5. Roving Officers: One (1) Officer Monday through Friday from 7:00Am to 6:00PM, to be assigned to various CENTER locations as necessary.
6. 2711 Palo Alto: One (1) Officer Monday – Friday, 7:00AM – 6:00PM excluding CHCS holidays.
7. 928 W. Commerce: Two (2) Officers Monday through Friday from 7:00AM to 6:00PM
8. 5372 Fredericksburg Rd Bldg. F: One (1) Officers Monday through Friday excluding holiday from 7:00AM to 6:00PM.
9. 5802 S. Presa: One (1) Officer Monday through Friday from 7:00AM to 6:00PM. Officer shall be responsible for monitoring and assisting the adjacent property located at 104 Story Lane.
10. 711 E Josephine: One (1) Officer Monday through Friday excluding Holidays from 7:00AM to 6:00PM

## **II. General Requirements - Security Guard Services**

- A. Security guards must have basic knowledge of and sensitivity to emotionally disturbed individuals and individuals with mental health, mental retardation, or substance abuse problems. Security guards will assist CENTER staff as requested in cases of disturbances, threatened suicides, potentially threatening situations, etc. Contractor will provide a weekly personnel assignment schedule for each location which must be submitted by noon Friday of the previous week to the Center's Director of Facilities, Infrastructure and Security Operations. Security guards will sign in and out on a Staff Log at the beginning of each shift at each location.
- B. Contractor will adhere to the CHCS Security Procedures attached. Refer to Exhibits 2 and 3.
- C. Protect all persons at the designated locations from bodily harm or injury.
- D. Perform other such functions as may be appropriate and necessary in the event of situations or occurrences affecting the security of the facility, such as fires, accidents, internal disorders, emergencies, sabotage, or other criminal acts, etc.
- E. Guard is to observe all persons entering or leaving premises. The Contractor shall respond in a courteous and professional manner to information requests by anyone, at all times.
- F. Guard shall, if he/she has any questions, examine packages, briefcases, etc. before permitting access to anyone, including employees, and ask anyone to leave the building as necessary.
- G. Guard will call appropriate Law Enforcement officials immediately in the event of a crisis situation.
- H. Security Guard Service should have adequate employees available to handle any necessary substitutes as well as hours required after 5:30 p.m.
- I. No guard shall be scheduled nor permitted to work more than sixteen (16) hours consecutive duty. Generally, no security guard shall be scheduled for sixteen (16) consecutive hours duty, except for bonafide emergency absence of another security guard originally scheduled. The Security Guard Service shall not circumvent this requirement by having an employed security guard work a shift at another contracted location immediately preceding the scheduled or actual shift at the Center facility.
- J. Guards shall be required to monitor security cameras and take necessary action to control security breach.
- K. Guards who drive or park their personal vehicles on CENTER property warrant and agree to have current and sufficient automobile liability insurance coverage, as determined by State law.
- L. Duties:  
Scheduled Shift Duties: While on shift, Security Officers will:
  1. Attend change of shift with officers going off duty.
  2. Conduct walk-throughs of all units and buildings.
  3. Patrol campus on foot to include parking lots.
  4. Maintain a running shift log.
  5. Attend change of shift with relief.
  6. Check with and communicate with unit administrators.

7. Secure facilities (set alarm for building when needed).
8. Officers must monitor the parking lot during shift change between 5:30 am – 6:15 am and 930 – 10:15 pm.

#### M. Unscheduled Shift Duties

In addition to the scheduled duties listed above, Security Officers will be called upon to assist, provide, or take the following actions:

1. Assist CHCS staff with unruly or disruptive patients, visitor, and/or staff.
2. Provide security for new patients.
3. Emergency searches.
4. Assist with public trespassing.

#### N. Detox Unit & Crisis Unit

Detox admission staff calls security and informs security of need to come to detox for admission. Within 10-15 minutes. Security will bring scanning wand and scan client and hand search all belongings including purses and coats. No body searches. If they find any contraband (e.g., drugs, guns, knives or drug paraphernalia) they will confiscate. They will not call SAPD if they find drugs. Security personnel are also expected to report to the Crisis Center observation area or the safe zone to assist with patient monitoring as needed and during all drills, disasters or emergency evacuations.

#### O. Security Camera Monitoring

The Security Officer will have the security cameras for both buildings up at all times with frequent monitoring. The security officer will not bring in his/her own equipment to watch movies, surf the internet, play radios, or do anything other than monitor the equipment and assist when necessary.

#### P. Field Interview reports.

Incident Reports are to be completed and turned in within 6 hours of incident.

#### Q. Other security duties as assigned.

#### R. Locations & Scheduling of Services

Security Guards will provide security services according to the following schedules:

1. 6812 Bandera Rd., Suite 102 & 213, San Antonio, TX 78238 - one (1) guard Monday through Friday from 7:00 a.m. to 6:00 p.m.
2. 601 North Frio – 24/7-365 days per year with two (2) guards. Additional guard(s) may be added between the hours of 6:00 p.m. and 6:00 a.m. at the 601 North Frio location as needed and requested by the CENTER.
3. 227 W. Drexel, Building A, San Antonio TX 78210 – Monday through Friday from 7:00AM to 6:00PMr with one (1) guard for approximately. Additional guard(s) may be added between the hours of 6:00 p.m. and 6:00 a.m. at the Drexel location as needed and requested by the CENTER.

#### S. EXPERIENCE/QUALIFICATIONS OF SECURITY GUARDS

1. All guards shall be licensed LEVEL II Security guards and have training in self-defense techniques and techniques for detaining and holding persons for arrest by police.
2. Security guards will have experience commensurate with type of duty to be performed and will be literate in the English language, i.e., will be able to read and understand printed regulations, detailed written orders, training instructions and will be able to compose reports which will convey full information of events pertaining to his shift.
3. Security guards must not have arrest or conviction record of any offense other than minor traffic violations. The Security Agency is responsible for conducting any and all required background checks for its hired personnel at no expense to the Center. Prior to any assignment, proof of background check must be submitted to the Center designee. The Center shall be notified of any arrests of Security Guards assigned to the Center. Criminal checks will be performed at the cost of the contracting company and reported to Center on all post employees on an annual basis at the beginning of each contracted year.
4. Guards are to be trained in the use of firearms and to be knowledgeable in how to disarm an individual carrying a weapon.
5. Guards must possess thorough knowledge of security rules, regulations and procedures and thorough knowledge of the laws of arrest.
6. Guards must possess ability to face situations firmly, fortuitously, tactfully and with respect for the rights of others.

7. Guards must possess ability to use self-defense techniques to protect themselves, staff and clients from unarmed and armed attacks by assailants. They must be able to demonstrate emotional stability during periods of tension and stress while carrying out assigned duties and ability to maintain control in crisis situations.
8. Guards are required to have a minimum of three year's employment as a security guard or law enforcement officer or equivalent or substantially similar experience with the Armed Forces of the United States prior to assignment at the Center.
9. An appropriate pre-employment screening process shall be required of all guards with the results provided to the Center prior to assignment of the guard. Testing to be at no additional cost to the Center.
10. Guards not meeting all standards outlined will not be acceptable and the Center reserves the right to summarily remove the guard from duty. If this occurs, the guard service will be contacted and a replacement must be available within 24 hours.

#### T. UNIFORMS/EQUIPMENT

1. The contractor will furnish security guards with standard uniform. Company badge shall be prominently displayed on the security guard's uniform and on his cap. The guard will be equipped, when appropriate, with flashlight, police whistle, notebook and pen. Security guards must be in full uniform while on duty. Standard uniforms required are white shirt with company logo and dark trousers. If the cap is to be worn, it needs to be consistent and have a company badge or patch on it. A badge or a patch is also acceptable as long as the word "SECURITY" is prominent in accordance with State requirements.
2. Guards must be well groomed at all times while on duty. This includes clean, well-fitted pressed uniforms and polished shoes. Personal hygiene and neatness are of prime importance. Guards will not be allowed to eat, read, or use electronic devices while on duty.
3. Center will provide communication radios to all the security guards which shall be carried at all times while on duty. At the conclusion of the contract, final payment will be held until all radios are returned and verified that they are in good operating condition.
4. The Contractor is required to provide a vehicle and guards are not required to operate Center owned vehicles.

#### U. GENERAL PERSONAL APPEARANCE AND GROOMING STANDARDS

1. All security guards shall wear clean, properly fitted uniforms when on duty. The uniforms are to be free from defects and worn or frayed fabric.
2. For males, hair length must not exceed the top of a shirt collar. Females may wear their hair in an "up" style so as not to interfere with the wearing of the uniform or use of equipment. The Contractor is responsible for ensuring that security guards maintain a neat appearance in accordance with generally accepted standards of the community.
3. Sideburns shall not be conspicuous and shall be neatly trimmed at all times. Sideburns shall not extend below the bottom of the ear, and must be constant in width (not flared), and with a horizontal clean-shaven end.
4. Fingernails shall be free of dirt and trimmed to not extend further than 1/8 of one inch beyond the tip of the finger. Fingernail polish may be used if the color is neutral.
5. If a mustache is worn, it shall be kept neat and trimmed evenly so that no portion extends more than one-half (1/2) inch below or beyond the line of the individual's upper lip.

#### V. REMOVAL OF EMPLOYEES

1. Contractor shall agree to remove from the site, whenever required to do so by the CENTER, any employee considered by the CENTER to be unsatisfactory or undesirable to the CENTER, within the limits of any applicable laws.
2. The following offenses are considered grave in nature and will result in the immediate removal of the guard from CENTER property and the contract.
  - a. Found drunk, drinking intoxicating liquor or found under the influence of prohibited drug while on duty.
  - b. Providing confidential information to unauthorized person(s).
  - c. Engaging in extortion activities.
  - d. Manifested or displayed discourteous or rude manner or failure to render appropriate respect or courtesy to CENTER employee or visitor.
  - e. Any altercation or argument with corporate officer, employee, visitor, or co-worker.
  - f. Fraternalization with CENTER employee consumer

#### W. REPORTS

1. A continuous written log of all guard and officer activity, including details of any matters or occurrences pertinent to the security of the agency shall be maintained. Contractor shall submit monthly, a written summary of daily reports to the Center Director of FISO. This report shall cover all matters of security interest and shall contain

recommendations, if any, to improve the security program to enable it to be more effectively administered or to point out security deficiencies. Furthermore, any emergency or abnormal condition must be verbally reported at once to the Center designee. A complete written report must be filed as soon as possible.

2. Vendor shall furnish weekly copies of sign-in sheets, showing guard's name, assignment and number of hours worked during the period to the FISO Director.

#### X. Payment

1. In consideration of CONTRACTOR providing Services hereunder in compliance with the terms of this Scope of Work, the CENTER shall pay CONTRACTOR for Services performed (excluding all training time) to CENTER facilities as per contract rate, per Officer, including Roving Officers.
2. The CENTER shall pay CONTRACTOR as per contract rate per hour, per Officer, including Roving Officers, for Services provided on CENTER recognized Holidays. CENTER recognized Holidays are defined as follows: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas Day.
3. CONTRACTOR will submit a duly certified invoice to the CENTER'S Director of Facilities, Infrastructure and Security Operations, or designee(s), on a bi-weekly basis, itemizing the Services provided to CENTER during the previous two-week period. Itemization will identify Service dates, hours, locations, and Officer's names. Invoices will be reconciled against sign-in logs. Approved invoices will be paid within ten (10) days of receipt by CENTER.

**005 - ASSURANCES**

The Proposer assures the following (signature required):

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

## 006 - TERM OF CONTRACT

The anticipated term for a contract awarded in response to this RFP is three (3) year. The Center shall have the option to renew under the same terms and conditions for up to two (2) additional one (1) year extensions. All renewals shall be in writing and signed by President/CEO, or their designee, after approval by the Center's Board of Trustees. However, the Center may terminate a contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory; it being understood that funds for each calendar year covered by any resulting contract will be requested and, if approved, will be provided as part of Center's budget for each fiscal year.

## 007 – PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held via phone conference at 10:00 AM Central Standard Time on July 27, 2021.

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

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

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

Access Code: 18015 #

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

Respondents may submit their Questions pertaining to this RFP to Adam Velez by email to [avelez@chcsbc.org](mailto:avelez@chcsbc.org), please carbon copy [contracts@chcsbc.org](mailto:contracts@chcsbc.org) before 8/3/2021 at 12:00 p.m. Central Standard Time. Please refrain from contacting the Center's Board of Trustees members during the search process and direct all inquiries to the contact person listed above. Only those written questions received prior to the 8/3/2021 at 12:00 p.m. Central Standard Time deadline will be addressed.

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

## 008 - PROPOSAL REQUIREMENTS

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

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

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

**ASSURANCES.** Respondent must complete, sign in ink and submit the Assurances Page found in this RFP under Section 005 – Assurances.

**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.

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

PRICE SCHEDULE. Use the Form found in this RFP as Attachment B.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment C. 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.

The CENTER is a tax exempt entity.

## 009 - SUBMISSION OF PROPOSAL

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

### Instructions for Submitting Proposals

Respondents may submit a response by submitting one original, signed in ink and five (5) copies of the response and one USB containing a copy of the entire Response in Microsoft Word or Adobe PDF format in a sealed package clearly marked with the project name, "**Peace Officer & Security Guard Services, RFP 2021-017**" by **no later than 12:00 P.M. Central Standard Time on 8/17/2021**. 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 and/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 respondent believes information contained therein is legally excepted from disclosure under the Texas Public Information Act, the respondent should conspicuously (via bolding, highlighting and/or enlarged font) mark those portions of its response as confidential or proprietary and submit such information under seal. Such information may still be subject to disclosure under the Public Information Act depending on determinations of the Texas the Attorney General's office.

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

## 010 - RESTRICTIONS ON COMMUNICATION

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

Exceptions to the Restrictions on Communication with Center employees include:

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 12:00 PM, Central Standard Time, 8/3/2021. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Adam Velez**  
**Director, Contracting & Procurement**  
**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 to the Center's website.

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

## 011 - EVALUATION OF CRITERIA

The Center will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The Center may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The Center may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The Center reserves the right to select one, or more, or none of the Respondents to provide services. Final

approval of a selected Respondent is subject to the action of the Center for Health Care Services Center's Board of Trustees. It should be understood that while the total score is a significant factor, the CENTER reserves the right to consider other factors in making a final selection.

Evaluation criteria:

Experience, Background, Qualifications (35 points)

Proposed Plan (40 points)

Price Schedule (20 points)

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

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

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

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

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

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

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

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

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

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

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

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

### 013 - SCHEDULE OF EVENTS

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

RFP Release Date:	7/16/2021
Pre-Submittal Conference	10:00 A.M. on 7/27/2021
Final Questions Accepted:	12:00 P.M on 8/3/2021
Proposal Due:	12:00 P.M. on 8/17/2021

### 014 - INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below. The Insurance requirements are non-negotiable and must be adhered to.

#### 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 "**Peace Officer & Security Guard 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:

TYPE	AMOUNTS
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 <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

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

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

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

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

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

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

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

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

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

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

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

### **INDEMNIFICATION REQUIREMENTS**

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below. The Indemnification is non-negotiable and must be adhered to.

#### **INDEMNIFICATION**

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

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

015 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Provide address of office from which this project would be managed:

Center: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

### Reference No. 1:

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

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

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

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

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

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

\_\_\_\_\_

### Reference No. 2:

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

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

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

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

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

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

\_\_\_\_\_

### Reference No. 3:

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

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

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

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

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

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

\_\_\_\_\_

## RFP ATTACHMENT A, PART TWO

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. **Questions below are mandatory.**

1. Describe Respondent's company history, evidencing its strengths and stability. Include: 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.
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant contracts of similar size and scope performed over the past **four** years.
3. Describe Respondent's specific experience with clients, especially large organizations with multiple locations. If Respondent has provided services for the Center in the past; identify the name of the contract and service provided.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract. State years of experience of personnel assigned to CHCS buildings.
6. Please include any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## RFP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit narrative responses to address the following items. ***It is mandatory to address all questions.***

1. Describe Respondent's proposed work plan to conduct operations. Work plan must describe how the services described in this RFP (Scope of Services) will be accomplished.
2. Describe Respondent's experience in a similar environment.
3. Describe how the Respondent plans to complete specific tasks Center asks to perform.
4. Detail assigned staff along with how solutions will be reached in event of issues with service requests.
5. Describe Respondent's ability to provide service without interruptions (call ins, no shows, replacement).

## PRICE SCHEDULE

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

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

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

### I. Team Leader

ITEM NO.	LOCATION	ESTIMATED NO. OF HOURS PER WEEK	RATE PER HR.	TOTAL COST PER YEAR
1.	1007 Paulsun	40	\$	\$

### II. Peace Officer Services (Regular Days) - HOLIDAY PAY WILL BE PAID AT A RATE OF TIME AND A HALF

ITEM NO.	LOCATION	ESTIMATED NO. OF HOURS PER WEEK	RATE PER HR.	TOTAL COST PER YEAR
1.	601 N. FRIO STREET	336	\$	\$
2.	601 N. FRIO STREET (OATS)	130	\$	\$
3.	315 N. SAN SABA	55	\$	\$
4.	928 W. COMMERCE	110	\$	\$
5.	1954 E. HOUSTON	55	\$	\$
6.	7137 W. MILITARY DRIVE	77	\$	\$
7.	2711 PALO ALTO	55	\$	\$
8.	711 E. JOSEPHINE	55	\$	\$
9.	5802 S. PRESA	55	\$	\$
10.	5372 FREDERICKSBURG RD. BLDG F	55	\$	\$
<b>GRAND TOTAL:</b>				\$

### III. Peace Officer - Roving (Regular Days) - HOLIDAY PAY WILL BE PAID AT A RATE OF TIME AND A HALF

ITEM NO.	LOCATION	ESTIMATED NO. OF HOURS PER WEEK	RATE PER HR.	TOTAL COST PER YEAR
1.	Various	55	\$	\$

### IV. Security Services (Regular Days) - HOLIDAY PAY WILL BE PAID AT A RATE OF TIME AND A HALF

ITEM NO.	LOCATION	ESTIMATED NO. OF HOURS PER WEEK	RATE PER HR.	TOTAL COST PER YEAR
1.	601 N. FRIO STREET	336	\$	\$
2.	6812 BANDERA RD.	55	\$	\$
3.	227 W. DREXEL	55	\$	\$
<b>GRAND TOTAL:</b>				\$

**RFP ATTACHMENT C**

**SIGNATURE PAGE**

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**RFP ATTACHMENT D**

**PROPOSAL CHECKLIST**

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

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

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

## Exhibit 1

### Services at 601 North Frio Street Location (Restoration Center)

In addition to those services described elsewhere in this Scope of Work, the contractor shall provide the following services at the CENTER'S 601 North Frio Street location:

#### I. Unit Walk Through

Officers will conduct a walk-through of all Restoration Center units (Crisis, Detox, Sobering & OATS) as follows:

- A. Officers are required to conduct random walk through of the buildings each shift. More walk through may be done as time allows.
- B. During the walk through, the officer will contact the supervisor on shift or designee on each unit to:
  1. Inquire into any problems the shift may be having; and offer assistance, if possible.
  2. If during the walk through, the officer assisted in an incident involving staff, patients, volunteers, or visitors, a security incident report will be filled out before the end of the shift.
  3. If during the walk through, problems are noticed on or around the campus, the problems will be noted in the shift log and the unit staff will be notified of the problem in a professional manner. If the problem can be taken care of at that point, the officer will do so.

#### II. Building 2, OATS Entrance C

- A. Patrol outside perimeters unless requested by CENTER staff to address an emergency situation with patients in building (safety concerns).
- B. Monitor lobby and assist when the supervisor is clearing the lobby, due to concerns for drug activity and loitering.
- C. Every hour patrolling the outside perimeters around Building 2.
- D. Asking clients to leave premises – mainly from walk way closet to Building 2, window near nursery, from under tree, in grass area and by sidewalk facing the street.
- E. Removing anyone in lobby not receiving services from CHCS agencies.

The contractor shall agree that services provided at the 601 North Frio Street location will comply with certain CENTER operating procedures, attached hereto as **Exhibits 2 and 3**.

#### III. W. Military Drive location (NAS Program)

Walk the ground every 30 minutes.

Use the front rest room to avoid the resident bedrooms.

Remain in the front lobby area when in the unit.

Can use the kitchen and microwave and eat in the front lobby area where officer can monitor the front entrance.

Do not use the staff office.

Exhibit 2

<b>THE CENTER FOR HEALTH CARE SERVICES</b>	<b>OPERATING PROCEDURE</b>	<b>PROCEDURE NUMBER:</b>
<b>SUBJECT: Restoration Center After-Hour Client Admissions</b>		

**Purpose:** To establish protocol for after hour admissions to The Center for Health Care Services (CHCS) Restoration Center.

**Procedure:** The CHCS House Officer will notify the on duty Peace Officer and Security Guard of any after-hours pending admissions. It is the responsibility of the individual unit to notify security via radio and the House Officer of the impending admission.

1. **Decision/Action:**

- a. The designated charge person on the unit will radio the Peace Officer and Security Guard of the impending admission.
- b. The designated charge person on the unit will also notify the CHCS House Officer.
- c. The Security Guard must notify the unit via radio upon arrival of the client to verify admission.
- d. A unit staff person must escort the client to the appropriate unit upon arrival.

2. **Notification:**

- a. Peace Officer On Duty
- b. Security Guard On Duty
- c. House Officer

3. **Report/Security Log:**

- a. CHCS staff will report any misconduct or inappropriate behavior by a Peace Officer or outside law enforcement officer to the Facilities Fleet & Maintenance Director only.
- b. All staff must complete a Datix Incident report for all adverse events.

**Exhibit 3**  
**Emergency Detention**

<b>THE CENTER FOR HEALTH CARE SERVICES</b>	<b>OPERATING PROCEDURE</b>	<b>PROCEDURE NUMBER:</b>
<b>SUBJECT: CHCS Peace Officer/Security Guard Communication (All CHCS Facilities)</b>		

**Purpose:** To establish the CHCS communication process for Peace Officers and Security Guards to provide security services and, when appropriate, to exercise the duties and powers authorized for Peace Officers under Article 2.13 of the Code of Criminal Procedure, as deemed necessary by the individual Peace Officer.

**Procedure:** The Center for Health Care Services (CHCS) staff will call the on duty Peace Officer and/or Security Guard when all attempts by CHCS staff to maintain order with a client(s) have been unsuccessful.

1. **Decision/Action:**

- a. Staff will call the on duty Peace Officer and/or Security Guard for assistance with out of control clients (aggressive, fighting, etc.). The Peace Officer will assess and take charge of the situation by exercising the duties and powers authorized for Peace Officers.
- b. When requesting an Emergency Detention (ED), CHCS staff will call the on duty Peace Officer and request an ED. If the Peace Officer deems an ED is necessary, the Peace Officer will perform the ED as authorized and/or permitted by the Peace Officer's commissioning law enforcement agency.
- c. CHCS staff must not intervene when a Peace Officer arrives to the scene, unless the Peace Officer requests staff involvement.

2. **Notification:**

- a. Peace Officer on duty
- b. Security Guard on duty

3. **Report/Security Log:**

- a. Peace Officer and Security Guard to complete report and email it to the Facilities, Fleet & Maintenance Director.

4. **Complaints/Concerns:**

- a. Staff completes Datix incident report.
- b. Staff sends an email to Facilities, Fleet & Maintenance Director with concern and incident report number.

**Exhibit 4**  
**Criminal History**

Consistent with Title 25 of the Texas Administrative Code, Chapter 414, Subchapter K, Rule 414.504 (g) (relating to Criminal History Clearances ), the following convictions of criminal offenses constitute an absolute bar to the provision of services under this Scope of Work:

- (1) Criminal homicide (Penal Code, Chapter 19);
- (2) Kidnapping and unlawful restraint (Penal Code, Chapter 20);
- (3) Indecency with a child (Penal Code, §21.11);
- (4) Sexual assault (Penal Code, §22.011);
- (5) Aggravated assault (Penal Code, §22.02);
- (6) Injury to a child, elderly individual, or disabled individual (Penal Code, §22.04);
- (7) Abandoning or endangering a child (Penal Code, §22.041);
- (8) Aiding suicide (Penal Code, §22.08);
- (9) Agreement to abduct from custody (Penal Code, §25.031);
- (10) Sale or purchase of a child (Penal Code, §25.08);
- (11) Arson (Penal Code, §28.02);
- (12) Robbery (Penal Code, §29.02);
- (13) Aggravated robbery (Penal Code, §29.03);
- (14) A conviction under the laws of another state, federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense listed under paragraphs (1) - (13) of this subsection; and
- (15) A conviction which occurred within the previous five years for:
  - (A) Assault that is punishable as a Class A misdemeanor or as a felony (Penal Code, §22.01);
  - (B) Burglary (Penal Code, §30.02);
  - (C) Theft that is punishable as a felony (Penal Code, Chapter 31);
  - (D) Misapplication of fiduciary property or property of a financial institution that is punishable as a Class A misdemeanor or felony (Penal Code, §32.45); or
  - (E) Securing execution of a document by deception that is punishable as a Class A misdemeanor or a felony (Penal Code, §32.46).