



# THE CENTER FOR HEALTH CARE SERVICES

## REQUEST FOR BID ("RFB") (RFB-2022-006)

### for Alarm Monitoring & Maintenance Services

Release Date: 10/25/2021  
Bids Due: 12/9/2021 by 12:00 P.M. Central Standard Time  
Bid Opening: 12/9/2021 12:30 P.M. Central Standard Time  
Revised 11/30/2021

\* Bids 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 (the “Center”) is issuing a request for bids (RFB) for ALARM MONITORING & MAINTENANCE SERVICES at various CENTER facilities located in and around San Antonio, Texas.**

The Center for Health Care Services is soliciting bids for a contractor to furnish all of the required labor, expertise, equipment, hardware, software, installation, upgrades, repairs, maintenance, testing and monitoring of CENTER security alarm and fire alarm systems (collectively, “Systems), and other services necessary to perform all services for the CENTER as defined in this scope of services section. The contractor shall perform all services to the standards set forth herein.

In addition, Contractor shall have the capability to accommodate all existing CENTER’s systems and associated equipment. If the contractor does not possess the capability to accommodate the CENTER’s existing systems, the systems shall be upgraded and/or replaced at the Contractor’s expense. Any upgraded and/or replaced systems equipment shall be non-proprietary and of the latest available technology and will become the property of the CENTER.

**1. SERVICE LOCATIONS – all locations in San Antonio Texas, with the exception of Lone Shadow Trail locations which are in Converse, Texas.**

The contractor shall provide complete security and fire alarm systems services, as identified and described in this scope of services, at each CENTER facility listed below.

<b>Facility Address</b>	<b>Fire</b>	<b>Burglar</b>
1921 Burnet Street - Vacant	X	X
806 S Zarzamora St - Vacant	X	X
928 West Commerce (PEC)	X	X
227 W. Drexel Ave Bldg. A	X	X
227 W. Drexel Ave - Bldg. B	X	X
227 W. Drexel Ave - Bldg. D	X	X
2927 Eisenhower Rd	X	X
6722 Calm Lake Dr	X	X
7622 Linkside St	X	X
8155 Lone Shadow Trail	X	X
8165 Lone Shadow Trail	X	X
2711 Palo Alto	X	X
601 N Frio St, Building #2	X	
601 N. Frio St. Building #1	X	
711 E. Josephine St	X	
315 N. San Saba		X
104 Story Lane	X	X
1007 Paulsun		X
5802 S. Presa		X
5372 Fredericksburg Rd. Bldg. F		X
5372 Fredericksburg Rd. Bldg. B		X
8122 Data Point Drive		X
6812 Bandera Road, Ste #102, 113 & 213		X
6800 Park Ten Blvd, South		X
6800 Park Ten Blvd, East		X
7137 W Military Drive	X	X
1954 E. Houston		X

## 2. EQUIPMENT

The following is a list of existing equipment, if any, at each CENTER facility; the contractor shall verify all equipment and information.

Address	Fire Panel Make	Model #	Burglar Alarm Make	Model #
1921 Burnet Street - Vacant	Firelite	MS-100D	HONEYWELL	
806 S Zarzamora St - Vacant				
928 West Commerce (PEC)	EST	iO64 /io100SERIES	BOSCH	4998800201
227 W. Drexel Ave Bldg. A	EST			
227 W. Drexel Ave - Bldg. B	EST			
227 W. Drexel Ave - Bldg. D	Notifier	AFP-200		
2927 Eisenhower Rd	Silence Knight	5208		
6722 Calm Lake Dr	Firelite	MS-100D		
7622 Linkside St	Notifier	500		
8155 Lone Shadow Trail	Silence Knight	5208		
8165 Lone Shadow Trail	Silence Knight	5208		
2711 Palo Alto	Silence Knight	5207		
601 N Frio St, Building #2	EST			
601 N. Frio St. Building #1	Firelite	MS-9200		
711 E. Josephine St	Simplex	M4007		
315 N. San Saba			HONEYWELL	M7240
104 Story Lane			HONEYWELL	M7240
1007 Paulsun			HONEYWELL	M7240
5802 S. Presa			HONEYWELL	M7240
5372 Fredericksburg Rd. Bldg. F			GEMINI	
5372 Fredericksburg Rd. Bldg. B				
8122 Data Point Drive			HONEYWELL	M7240
6812 Bandera Rd, Ste #102, 113 & 213			HONEYWELL	M7240
6800 Park Ten Blvd, South			HONEYWELL	M7240
6800 Park Ten Blvd, East			HONEYWELL	M7240
7137 W Military Drive	Gamewell	GF505		
1954 E. Houston			HONEYWELL	M7240

Any replacement equipment, if necessary, shall be selected by the contractor as the best cost effective solution for the intended application and approved by the CENTER.

All replacement equipment, including installation hardware and/or software, shall be new and free from defects and UL listed when required by code(s). All components shall be in current production and shall be a standard product of the manufacture (non-proprietary). Each component shall bear the make, model and UL label, if applicable.

## 3. INSTALLATION, MAINTENANCE, REPAIR AND TESTING SERVICES

The contractor shall respond to on-call maintenance requests of security and fire alarm systems and components. This work may include, but not limited to, updating existing alarm control panels/communicators, power supplies and standby batteries and chargers, system key pads, motion detectors, audible devices and door alarms, as directed by the CENTER.

The Contractor shall perform inspections of existing equipment and make recommendations for any maintenance, repair or upgrade of the security and alarm equipment as needed. The Contractor shall coordinate, and be wholly responsible for coordinating all work through the CENTER's Facility, Infrastructure and Security Operations (FISO) Directorate.

The Contractor shall allow one master code and separate alarm codes and passwords for each location for the security and fire alarm systems.

The Contractor shall provide itemized labor rates and material cost to perform repairs or replacements requested by the CENTER for services and/or items not included within the scope of services or for new projects.

#### **a. SKILLED TECHNICANS**

The contractor shall have reasonable amounts of appropriately skilled and directed manpower available to execute the scope of services or make emergency repairs in such a manner as to avoid any unnecessary downtime of the systems. Skilled technicians are to perform all maintenance and repair service work and, at a minimum, possess the following qualifications:

- i. Federal or State licensed, as appropriate, to perform work on systems.
- ii. Factory trained and certified to work on the indented security and fire alarm system. If factory training is not required by the manufacture, the technician(s) shall have performed at least twelve (12) installations and/or maintenance of similar system and/or product within the last year.
- iii.

The contractor shall be solely responsible for compliance with all federal, state, local and health and safety regulations, in the performance of the work and shall use industry standard procedures and best practices in the execution of the work.

#### **b. CATALOGING**

If requested by CENTER, the contract shall, within one (1) month of request, provide a review of each CENTER facility and shall identify and catalog in a form and format acceptable to the CENTER, the alarm components with appropriate information, including but not limited to, control panel/communicator, Security system key pads, motion detectors, and audible devices. The Contractor will provide an electronic copy of the catalog to the CENTER and maintain the catalog current throughout the life of this Contract.

The catalog will be the sole property of the CENTER and all copies of the catalog shall be provided to the CENTER upon written demand and none retained by the Contractor in any form. The Contractor will provide recommendations and associated budgets for upgrades to equipment and/or systems where appropriate.

#### **INSTALLATION**

All permits, licenses, agreements, site surveys, engineering, design planning all other accessories and inspections required for the successful delivery of the contractor's services are the sole responsibility of the contractor and shall be furnished at the contractor's expense.

#### **DEBRIS**

At its own expense, the Contractor must remove all debris associated with installation, including but not limited to, equipment boxes, unused material, etc.

#### **WARRANTY**

The Contractor shall provide the CENTER with a warranty that includes a thirty (30) day warranty on labor and a minimum twelve (12) month warranty on installed equipment. The contractor shall serve as the single point of contact for all warranty issues.

#### **5. MONITORING SERVICES**

The contractor shall provide monitoring service of the systems and shall, as a minimum, include the following:

1. Providing for 24 hours per day, 365 days per year, monitoring of security and fire alarms transmitted to the central station and provide appropriate dispatch response to the alarm(s).
2. Follow the CENTER-provided protocols for each facility's alarm management and control.
3. Dispatch fire or intrusion alarm to the appropriate 911 dispatch immediately upon receipt of the alarm.
4. Maintain call down lists for each facility and perform call downs on receipt of the alarm.

5. Provide dispatching and special instructions as required.
6. Provide the CENTER with access and control of code management and contact list(s).
7. The monitoring facility must be UL listed and certified.
8. Provide monthly open/close reports, number of people to contact, alarm reports, alarm.
9. Maintain history/reports/logs for easy retrieval for a period of at least six (6) months.

## 6. FIRE ALARM INSPECTION

The contractor shall provide semi-annual and annual (at the CENTER's direction) fire alarm inspections for each locations at no cost to the CENTER.

## 7. RESPONSE

The contractor shall respond to requests for services, outage issues, requests for proposals, etc. as outlined below:

**Emergency** – Two (2) hours after CENTER staff notifies contractor.

**Routine** – 24-hours after CENTER staff notifies contractor.

**Proposals** – Seven (7) days after CENTER staff notifies contractor.

\* Emergencies are deemed by the CENTER as, but are not limited to, systems in an inoperable state or any system or parts of the system that pose a threat to the life and safety of CENTER staff, consumers, visitors, etc. Should the contractor fail to respond within the two (2) hour response window, it agrees to provide the CENTER with a \$500.00 credit.

## 8. SUBCONTRACTORS

Contractor shall no subcontract or assign any services until approval of such subcontractors or assignees are approved by CENTER in writing. Any subcontractors or assignees of contractor are the direct responsibility of the contractor and any such subcontractor or assignee must comply with all terms and provisions of this contract. The CENTER reserves the right to refuse the selection of any subcontractor(s) by contractor for reasonable cause.

## 9. BACKGROUND CHECKS

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 shall be provided by the Contractor to the CENTER upon request.

## 10. INVOICING

Invoices shall be issued on a time and material basis for services rendered. The CENTER will pay invoices within 30 days of receipt only after services have been performed, to include monitoring and maintenance or repairs services. The Contractor shall invoice each facility separately with individual invoices to include credits (if any) in the same invoice.

**005 - ASSURANCES**

The Proposer assures the following (signature required):

1. That all addenda and attachments to the RFB as distributed by CENTER have been received.
2. No attempt will be made by the Proposer to induce any person or firm to submit or not to submit a Bid, unless so described in the RFB 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 Bid must disclose any knowledge of such interests.
5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFB.
6. Proposer accepts CENTER's right to cancel the RFB at any time prior to contract award.
7. Proposer accepts CENTER's right to alter the timetables for procurement as set forth in the RFB.
8. The Bid 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 Bid 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 Bid 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 Bid 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 Bid. This requirement applies to all personnel, whether or not identified as key personnel. If such employment has existed, or term of office served as trustee, the 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 Bid is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Bid 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 Bid 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 Bid is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
22. 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 Bid is true and correct.

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

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

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

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

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

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

\_\_\_\_\_  
Date



## 006 - TERM OF CONTRACT

The anticipated term for a contract awarded in response to this RFB is three (3) years. 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 at the Center for Health Care Services, located at 6800 Park Ten Blvd. Suite 200-S, 2<sup>nd</sup> Floor, San Antonio, Texas 78213 at 9:00 AM on November 3, 2021.

This meeting place is accessible to disabled persons. The Center for Health Care Services is wheelchair accessible. The accessible entrance is located at 6800 Park Ten Blvd. Suite 200-S. Accessible parking spaces are located at 6800 Park Ten Blvd. Suite 200-S. Respondents that are unable to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

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

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

Access Code: 18015 #

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

Respondents may submit their Questions pertaining to this RFB to Adam Velez by email to [avelez@chcsbc.org](mailto:avelez@chcsbc.org), please carbon copy [contracts@chcsbc.org](mailto:contracts@chcsbc.org) before November 16, 2021 at 12:00 p.m. Local 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 November 16, 2021 at 12:00 p.m. 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 – INSTRUCTIONS FOR BIDDERS

**Submission of Hard Copy Bids.** Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the Center for Health Care Services at 6800 Park Ten Blvd. Suite 200-S., San Antonio, TX 78213 by no later than 12:00 P.M on 12/9/2021. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated he-rein are Local Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

The Center reserves the right to reject any and all Bids, to waive technicalities, and to accept any advantages deemed beneficial to the Center and its consumers. Each firm which submits a complete response but is not awarded a contract will be notified in writing that the Bid is no longer being considered. Any information contained in the Bid that is deemed to be proprietary in nature must clearly be so designated in the Bid. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

Bids sent to Center by facsimile or email shall be rejected.

**Modified Bids.** Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. Provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn.

Center shall not be responsible for lost or misdirected bids or modifications.

Bidders must sign the Signature Page on hard copy bids and return the RFB document to the Center.

Alternate Bids. Alternate bids may be allowed at the sole discretion of Center.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

Changes to RFB.

Changes to this RFB made prior to bid opening shall be made directly to the original RFB. Changes are captured by creating a replacement version each time the RFB is changed. It is Bidder's responsibility to check for new versions until the bid due date. Center will assume that all bids received are based on the final version of the RFB as it exists on the day bids are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFB.

Preparation of Bids.

All information required by the RFB must be furnished or the bid may be deemed non-responsive and rejected. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of Center.

Correct Legal Name. If Bidder is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the bid may be rejected.

Line Item Bids. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which Bidder wishes to be considered. All bids are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of Center, unless Center designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

All or None Bids. Any bid that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which Center will award the entire contract to one bidder only.

Samples, Demonstrations and Pre-award Testing. If requested by Center, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of Center's request. Failure to comply with Center's request may result in rejection of a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of Center at no cost to Center. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts, If Applicable

The quantities stated are estimates only and are in no way binding upon Center. Estimated quantities are used for the purpose of evaluation. Center may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of Center or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the Center upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, Center cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

### Rejection of Bids.

Center may reject any and all bids, in whole or in part, cancel the RFB and reissue the solicitation. Center may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or

The bid does not strictly conform to law or the requirements of the solicitation;

The bid is conditional; or

Any other reason that would lead Center to believe that the bid is non-responsive or Bidder is not responsible.

Center, in its sole discretion, may also waive any minor informalities or irregularities in any bid, such as failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

Variations and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variations or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of Center's RFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the Center's Contract Administrator.

Bid Opening. Bids will be opened publicly and read aloud at 12:30 PM on the day the bids are due. Bid openings are held at the Center for Health Care Services, located at 6800 Park Ten Blvd. Suite 200-S, 2<sup>nd</sup> Floor, San Antonio, Texas 78213

### Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Contracting & Procurement Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the Board of Trustees. The Board of Trustees makes the final determination regarding award.

Center reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of Center, unless Center designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

Center reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

### Inspection of Facilities/Equipment.

Depending on the nature of the RFB, Bidders' equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their equipment.

Prospective bidders must prove beyond any doubt to the Center's Contracting & Procurement Contract Administrator that they are qualified and capable of performing the contract's requirements.

Bidder is expected to examine this RFB carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE BID REQUIREMENTS MAY RESULT IN THE RESPONDENT'S BID BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

The Contractor shall, at its own expense, conduct criminal background checks on all personnel and subcontractors assigned to provide services on Center property. The background checks must satisfy the requirements of the Center's licensing and regulatory agencies. Proof that such checks have been conducted will be provided by the Contractor to the Center upon request.

The Bidder must indicate whether or not it will be subcontracting portion(s) of services contained in this RFB's Scope of Services. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted. Provide the subcontractor's qualifications that meet the requirements of the Scope of Services. The Center reserves the right to refuse the selection of any subcontractor(s) by Contractor for reasonable cause.

Invoices shall be issued on a time and material basis for services rendered. The Center will pay invoices within 30 days of receipt (commercial credit) only after services have been performed. The Contractor shall invoice each facility separately with individual invoices to include credits (if any) in the same invoice. The Center is a tax exempt entity.

Firm Offer. All provisions in Respondent's Bid, including any estimated or projected costs, shall remain valid for one hundred and twenty (120) days following the deadline date for submissions or, if a Bid is accepted, throughout the entire term of the contract.

### **009 - RESTRICTIONS ON COMMUNICATION**

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

Exceptions to the Restrictions on Communication with Center employees include:

Respondents may ask verbal questions concerning this RFB at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFB to the Staff Contact Person listed below until 12:00 PM, Central Standard Time on November 16, 2021. 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 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

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

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

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

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

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

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

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

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

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

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

### 011 - SCHEDULE OF EVENTS

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

RFB Release Date:	October 25, 2021
Pre-Submittal Conference:	9:00 A.M. on November 3, 2021
Site Visit (to start at 928 W. Commerce)	9:00 A.M. on November 10, 2021
Final Questions Accepted:	12:00 P.M on November 16, 2021
Bid Due:	12:00 P.M. on <b>December 9</b> , 2021

### 012 - INSURANCE REQUIREMENTS

If selected to provide the services described in this RFB, Respondent shall be required to comply with the insurance requirements set forth below:

#### INSURANCE

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Center's Contract & Procurement Division, which shall be clearly labeled "**Alarm Monitoring & Maintenance 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 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.

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

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

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

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

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

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

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

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

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

## **INDEMNIFICATION REQUIREMENTS**

If selected to provide the services described in this RFB, Respondent shall be required to comply with the indemnification requirements set forth below:

### **INDEMNIFICATION**

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

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CENTER in writing within 24 hours of any claim or demand against the CENTER or RESPONDENT known to RESPONDENT related to or arising out of 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.

**013 - RFB ATTACHMENTS**

**RFB 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: \_\_\_\_\_

Name of principal financial institution for financial responsibility reference.

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

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

Center 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 Bid or setting dates for meetings.

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

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

Center: \_\_\_\_\_ 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: \_\_\_\_\_

Center 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

## 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. **Please fill out entire section for each reference.**

### Reference No. 1:

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

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

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

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

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

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

\_\_\_\_\_

### Reference No. 2:

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

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

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

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

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

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

\_\_\_\_\_

### Reference No. 3:

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

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

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

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

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

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

\_\_\_\_\_

**RFB ATTACHMENT B**

**PRICE SCHEDULE**

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

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

<b>LOCATION</b>	<b>BURGLAR ALARM MONITORING COST</b>	<b>FIRE ALARM MONITORING COST</b>
1921 Burnet Street - Vacant	\$	\$
806 S Zarzamora St - Vacant	\$	\$
928 West Commerce (PEC)	\$	\$
227 W. Drexel Ave Bldg. A	\$	\$
227 W. Drexel Ave - Bldg. B	\$	\$
227 W. Drexel Ave - Bldg. D	\$	\$
2927 Eisenhower Rd	\$	\$
6722 Calm Lake Dr	\$	\$
7622 Linkside St	\$	\$
8155 Lone Shadow Trail	\$	\$
8165 Lone Shadow Trail	\$	\$
2711 Palo Alto	\$	\$
601 N Frio St, Building #2		\$
601 N. Frio St. Building #1		\$
711 E. Josephine St		\$
315 N. San Saba	\$	
104 Story Lane	\$	\$
1007 Paulsun	\$	
5802 S. Presa	\$	
5372 Fredricksburg rd. Bldg. F	\$	
5372 Fredricksburg rd. Bldg. B	\$	
8122 Data Point Drive	\$	
6812 Bandera Road, Ste #102, 113 & 213	\$	
6800 Park Ten Blvd, South	\$	
6800 Park Ten Blvd, East	\$	
7137 W Military Drive	\$	\$
1954 E. Houston	\$	
<b>Total Monthly Cost</b>	<b>\$</b>	<b>\$</b>

**PRICE SCHEDULE (continued)**

**FIRE ALARM INSPECTION PRICING**

<b>LOCATION</b>	<b>PER OCCURANCE</b>
1921 Burnet Street	\$
806 S Zarzamora St	\$
928 West Commerce	\$
227 W. Drexel Ave Bldg. A	\$
227 W. Drexel Ave - Bldg. B	\$
227 W. Drexel Ave - Bldg. D	\$
2927 Eisenhower Rd	\$
6722 Calm Lake Dr	\$
7622 Linkside St	\$
8155 Lone Shadow Trail	\$
8165 Lone Shadow Trail	\$
2711 Palo Alto	\$
601 N Frio St, Building #2	\$
601 N. Frio St. Building #1	\$
711 E. Josephine St	\$
7137 W Military Drive	\$
<b>Total Cost</b>	<b>\$</b>

**RFB ATTACHMENT C**

**SIGNATURE PAGE**

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this 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