



**THE CENTER FOR HEALTH CARE
SERVICES**

**REQUEST FOR QUALIFICATIONS
("RFQ")
(RFQ-2023-008)**

**for
Legal Services**

Release Date: 12/16/2022
Proposals Due: 12:00 P.M CST on 02/03/2023

*** 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 1000+ employee, multi-facility community mental health and mental retardation Center created under the authority of Section 534.001 of the Texas Health and Safety Code by its sponsoring agencies, Bexar County and the Bexar County Hospital District d/b/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 qualified firms ("Respondent") to provide Legal Services as defined in the scope of services.

The selected responding firm will be expected to provide a wide range of Legal Services for the Center to include but not limited to:

Assistance in development of special purpose agreements, or legal assistance to the Board of Trustees appointed board, committee, or commission.

Reviewing agendas and supporting materials for the Board meeting, preparing legal advice, attending Board meetings, generally held every second Tuesday of every other month, and special called Board meetings, as required, including Planning and Operations, Executive meetings, Finance meetings and other meetings as requested by the Board and/or President/Company Executive Officer ("CEO").

Reviewing and drafting agreements, contracts, and resolutions.

Providing advice and consultation to Center staff regarding court appearances, Center operations, Board elections, open meetings, public information, State law, property matters, real estate matters and personnel matters.

Providing counsel and advice to the Center staff, Boards and Commissions.

Legislative work associated with Board meetings, including preparation or review of written policies and procedures, together with research work, as necessary, associated with the preparation of those documents. This activity shall include providing assessments of legal likelihoods in support of Center risk analyses.

Prepare oral or written opinions on legal matters as required by the Board of Trustees and/or the President/CEO.

Negotiate, prepare and/or review agreements, leases, contracts, or similar documents.

Review and comment on contract form(s) between the Center and independent contractors.

Participate in meetings and/or telephone conferences with the President/CEO and/or Center staff as requested by the President/CEO, as required.

When requested by the Board or by the President/CEO, perform investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research.

The firm shall be the Center's representative in all litigation in any court and all other hearings, meetings, or other such functions in addition to providing legal counsel, guidance and opinions to the President/CEO and Unit Vice Presidents regarding the operations of the Center; provided, however, except in the event of an emergency problem, all requests made by Unit Vice Presidents for such legal counseling, guidance and opinions shall be channeled through the CEO.

The firm shall also represent the Center in proceedings in any court of competent jurisdiction and in hearings before administrative tribunals where the Center is a party or intervener in respect to the issues that are pending before such court or administrative tribunal when directed to do so by the Board of Trustees. The firm may also represent the Center in other pending legal proceedings, not specifically enumerated herein, at the request of the Board of Trustees or CEO.

Litigation matters, meaning all actions filed in Superior Court or State Court against the Center. The firm or a designated attorney from the firm's office will represent the Center in all litigation matters involving the Centers elected officials, officers, and personnel acting in the course of Center business. As long as the Center, its elected officials, officers and personnel are named as parties to the litigation, the firm is to be included as an attorney of record and will appear either personally or through a designee before the applicable court for any hearing or trial to protect the interest of the Center and its officials.

The firm may determine in certain cases that it is necessary or desirable to retain the Legal Services of others who have expertise in the particular matter under review. Fees incurred by such professionals will be approved by CEO and billed separately to the Center. The anticipated services and fees for any professional used in this manner will be submitted to the President/CEO for review and approval prior to utilization of the professional.

Provide Center staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations; grant guidelines; arbitration; and other matters as necessary requiring legal advice.

Maintain legal files and provide to the President/CEO copies of all correspondence, and all pleadings and orders in all litigation the firm is handling for the Center. On a monthly basis, the firm will provide a summary written report on the status of all litigation that the firm is directly handling or is overseeing on behalf of the Center. Furthermore, the firm shall notify the President/CEO and the Board within 48-hours of any ante litem notice, any notice of claims, and/or any legal actions which have been initiated against the Center.

Keep the Board and the President/CEO informed of legislation or judicial decisions that have the potential to impact the Center.

Oversee, in a cost-effective manner, litigation in which the Center is represented by the Center's insurance carriers.

Perform other professional duties as may be required including, but not limited to, conducting legal research as required for the performance of duties representing the Center.

With the exception of requests for Legal Services issued by the Board of Trustees acting as a body, the President/CEO shall act as a "gatekeeper" for the Center in requesting Legal Services or assistance of the firm, coordinating the flow of work to the firm and establishing the relative priorities to be placed by the firm on each task for which the assistance of the firm is required. No member of the Center staff may require the efforts of the firm on behalf of the Center unless expressly authorized by the CEO. Any member of the Board may request Legal Services and opinions of the firm regarding Center matters upon approval of Board of Trustees.

Attend all regular Board Meetings, Planning and Operations, finance Committee Meeting, all Special Meetings, work sessions and executive sessions, and any other Center meetings as requested by the President/CEO and/or Board of Trustees in order to counsel the members thereof on any legal matter which confronts the board or committee.

005 - ASSURANCES

The Proposer assures the following (signature required):

1. That all addenda and attachments to the RFQ 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 RFQ 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 RFQ.
6. Proposer accepts CENTER's right to cancel the RFQ at any time prior to contract award.
7. Proposer accepts CENTER's right to alter the timetables for procurement as set forth in the RFQ.
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 RFQ 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. The Center may terminate a contract at any time if funds are restricted, withdrawn, not approved or for unsatisfactory service.

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, 2nd Floor, San Antonio, Texas 78213 at 10:00 AM Central Standard Time, on January 11, 2023.

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 RFQ to Adam Velez by email to AVelez@chcsbc.org, please carbon copy contracts@chcsbc.org before January 17, 2023 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 January 17, 2023 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 - PROPOSAL REQUIREMENTS

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

Respondents must submit a hard copy proposal. Submit one original, signed in ink and five (5) copies of the proposal and one USB containing a copy of the entire proposal in Microsoft Word or .PDF format. **Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where the confidential information is contained.**

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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. **COPIES OF SIGNATURE WILL NOT BE ACCEPTED.**

GENERAL INFORMATION FORM. Use the Form found in this RFQ as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFQ as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFQ as Attachment A, Part Three.

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

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFQ as Attachment B. 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. **COPIES OF SIGNATURE WILL NOT BE ACCEPTED.**

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFQ as Attachment C.

Respondent is expected to examine this RFQ 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 RFQ'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.

009 - SUBMISSION OF PROPOSAL

Please complete all questions in the order that they are presented in this Request for Qualifications ("RFQ"). 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

Respondent shall submit one (1) original, signed in ink, five (5) hard copies and one (1) USB drive which contains the Proposal in Microsoft Word or .PDF format in a sealed package clearly marked with the project name, "**Legal Services, RFQ 2023-008**" on the front of the package by **no later than 12:00 P.M. Local Time, on February 3, 2023.** Responses may be delivered by regular mail, special carrier, or hand delivery to the Center's administrative offices at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas, 78213. Submission of bids by telephone, facsimile transmission or e-mail will not be accepted. **Untimely proposals will be rejected and/or returned unopened. Proposals may be withdrawn at any time prior to actual contract award.** The Center reserves the right to reject any and all proposals, to waive technicalities, and to accept any advantages deemed beneficial to the Center and its consumers. It is the Center's intent to evaluate proposals, and/or services in order to achieve the best value for Center employees and operations. Interviews or site visits may be conducted to further evaluate competitive proposals, and to select one or more proposals as finalists for consideration for award of a contract. Each firm which submits a complete proposal but is not awarded a contract will be notified in writing that the proposal is no longer being considered. Any information contained in the proposal that is deemed to be proprietary in nature must clearly be so designated in the proposal. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

Correct Legal Name.

Respondents who submit proposals to this RFQ 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 RFQ as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Contracting & Procurement shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

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

Confidential or Proprietary Information. The entire response to this Request for Proposal shall be subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code. If the applicant believes information contained therein is legally excepted from disclosure under the Texas Public Information Act, the applicant should conspicuously (via bolding, highlighting and/or enlarged font) mark those portions of its response as confidential or proprietary and submit such information under seal. Such information may still be subject to disclosure under the Public Information Act depending on determinations of the Texas the Attorney General's office.

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

010 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) Center Board of Trustees regarding the RFQ or proposals from the time the RFQ has been released until the contract is posted as an agenda item; and 2) Center employees from the time the RFQ 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 RFQ 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 RFQ to the Staff Contact Person listed below until 12:00 PM, Local Time, January 17, 2023. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Adam Velez
Sr. Director of Contracting & Procurement
Center for Health Care Services
AVelez@chcsbc.org (Carbon Copy 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.

011 - EVALUATION OF CRITERIA

The Center will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFQ. The Center may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFQ. 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 (50 points)

Proposed Plan (45 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 RFQ.

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 RFQ 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 RFQ, and to waive informalities and irregularities in the proposals received. Center also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ 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 RFQ 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 RFQ does not commit Center to enter into a Contract, award any services related to this RFQ, 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 contractor, 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 RFQ:

RFQ Release Date:	12/16/2022
Pre-Submittal Conference	10:00 A.M. on January 11, 2023
Final Questions Accepted:	12:00 P.M on January 17, 2023
Proposal Due:	12:00 P.M. on February 3, 2023

014 - INSURANCE REQUIREMENTS

If selected to provide the services described in this RFQ, 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 “**Legal 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
5. Malpractice policy	\$1 million aggregate

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 RFQ, 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 - RFQ ATTACHMENTS

RFQ ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

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

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

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

Business Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

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

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

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

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFQ solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

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

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

Center: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

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

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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.

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.

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.

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) LMHA/Governmental/Political Subdivision references, that Respondent has provided services related to the RFQ 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: _____

RFQ ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity. Include résumés.
2. Relevant experience of Respondent as it relates to the scope of services contemplated by the RFQ.
3. Specific experience with public/private entity clients.
4. Other resources, including total number of employees, number and location of offices available to support this project.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
6. Describe awards, honors or public recognition of your firm concerning the provision of legal services.
7. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
8. Describe your view of the role as the Center's legal firm.
9. Describe how you would proactively advise Center Board or President/CEO about legal developments or issues of concern, without being asked. Describe how, as the legal firm, you would work with the Center CEO and Center staff.
10. Describe how, as the legal firm, you would work with the President/CEO and Board of Trustees, and participate in meetings of Board of Trustees, Center executives, and other meetings. How would you describe your style of participation in such meetings?
11. How would you evaluate whether to use an attorney within your law firm or an attorney from another firm to handle a case, provide expert advice, or provide other needed services?
12. Describe the Respondent's practices regarding professional development, training, and keeping current in the law and legal matters affecting their clients.

RFQ ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

1. Provide a description of your firm's understanding of the project and a detailed scope of services. Discuss your firm's methodologies used and/or approaches taken. Indicate features, skills, and/or services which distinguish your firm and make it the better choice for the Center.
2. Provide in detail the level of Legal Services available to the Center, if selected.
3. Detail respondent's project experience of similar size and complexity.
4. Proposed Attorney(s). Name the person(s) whom you propose to designate as Lead Attorney, Assistant Lead Attorney, Staff Attorneys and any other proposed support members and include the following information:
 - Certificates or licenses, including the date of admission to the State Bar of Texas;
 - Educational institution conferring law degree and year of degree;
 - Professional background and professional associations;
 - Experience with and knowledge of the law relating to areas of general medical, government and state law; years of legal experience, and information of any areas of specialty within the field of government and state law.
 - Any other documentation which the firm / individual deems necessary which will detail the firm's or individual's professional experience.
5. Please provide a list of any clients that you currently represent that could cause a conflict of interest with your responsibilities with the Center. Describe how you would be willing to resolve these or any future conflicts of interest.
6. Describe how you track and manage legal costs so that Center legal costs are held to a minimum. Please provide an example.
7. How do you evaluate the costs/benefits of litigating or settling cases?
8. Describe how you will keep the Center informed about the status of litigation and other legal matters.
9. Provide hourly rates for services, in connection for representation. Include Support fees.
10. Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFQ ATTACHMENT B

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

RFQ ATTACHMENT C

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 RFQ Attachment A, Part One	
Experience, Background & Qualifications RFQ Attachment A, Part Two	
Proposed Plan RFQ Attachment A, Part Three	
Proof of Insurability - Submit Copy of Current Certificate of Insurance	
*Signature Page RFQ Attachment B	
Proposal Checklist RFQ Attachment C	
One (1) Original, five (5) copies and one (1) USB with entire proposal in Microsoft Word or .PDF format	

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