



**Administration Office  
1717 N. Indian Hill Blvd., Suite B  
Claremont, CA 91711**

**REQUEST FOR PROPOSALS**  
**FOR**  
**SECURITY GUARD SERVICES**  
**[UNIFORMED, NON-SWORN, UNARMED)**

**November 5, 2020**

## **CONTACT**

Alex Ramirez, Facilities Manager

Phone: (909) 973-3555

E-mail: [aramirez@tricitymhs.org](mailto:aramirez@tricitymhs.org)

## **SUMMARY OF PROPOSAL PACKET**

- RFP Cover Page
- Proposer's Company Information, References and Subcontractors
- Transmittal Letter
- Owner/Responsible Project Manager and Core Team
- Proposer's Company Work Process Information
- RFP Exceptions
- Proposer Price Proposal
- On or before November 30, 2020, 4:00PM PST, completed Proposal Packet scanned and e-mailed to: JPA Administrator Clerk at [molmos@tricitymhs.org](mailto:molmos@tricitymhs.org)  
OR Hard Copy sealed and delivered via mail or overnight to:

Tri-City Mental Health Authority  
1717 N. Indian Hill Blvd, Suite B  
Claremont, CA 91711  
Attn: JPA Administrator/Clerk  
"SEALED PROPOSAL FOR SECURITY GUARD SERVICES"

Hand delivery is permitted only under the conditions specified in section V.B.

- The full RFP may be downloaded from TCMHA's website at [www.tricitymhs.org](http://www.tricitymhs.org)
- All proposals must be signed by a duly authorized representative of the agency.
- All unsigned or late proposals will be rejected.
- Faxed proposals are not accepted.
- Proposals will be verified for compliance with RFP specifications and also competitively evaluated.
- A recommendation to award contract tentatively will be presented to the Governing Board at its December 16, 2020 meeting.
- TCMHA reserves the right to make no award of contract.
- We appreciate your interest in Tri-City Mental Health Authority and look forward to your response.

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101**

**I. INTRODUCTION**

Tri-City Mental Health Authority (TCMHA) is requesting proposals from security companies to provide non-sworn, unarmed, and uniformed security guard services for four (4) Tri-City Mental Health Authority locations for three years beginning December 17, 2020 and ending December 31, 2023, with an option to extend for two additional years. This Request for Proposals (RFP) is expected to result in a fixed price contract. All proposers shall meet the provisions, requirements and specifications listed in this Request for Proposal Document No. 2020-1101, and must be received by TCMHA as indicated in the **Proposal Requirements**.

**II. AGENCY PROFILE**

**A. Tri-City Mental Health Authority (“TCMHA”)**

TCMHA was established through a Joint Powers Authority Agreement between the Cities of Pomona, Claremont and La Verne pursuant to the provisions of the Joint Exercise of Powers Act of the State of California, to deliver mental health services to the residents of the three Cities. Pursuant to the Joint Powers Authority Agreement, TCMHA is a public agency governed by a Governing Board (“Board) composed of seven members; four members are a council member of his/her respective City, and three members of the Board are community members appointed by the three Cities. To carry out the Agency operations, the Governing Board develops and establishes resolutions and policies, and appoints an Executive Director to conduct the Agency's day-to-day operations.

TCMHA has a stated commitment to achieving excellence and efficiency as a public Agency serving the diverse communities of Pomona, Claremont, and La Verne through its five facilities, over 200 employees, and outpatient services. TCMHA creates an integrated system of care to ensure access and to enhance the mental and emotional health of its clients. Available services include psychotherapy, clinical case management, medication support, peer-to-peer support, psychoeducation, linkage and referral, vocational training and support, socialization activities, and community outreach.

**B. The Three Cities: Pomona, Claremont, and La Verne**

The City of Pomona was incorporated as a City in 1888 and became a charter City in 1911. Today, Pomona is the seventh largest city in Los Angeles County, with a population of 154,345, encompasses a land area of 22.95 sq. miles, and is located approximately 27 miles east of downtown Los Angeles in the Pomona Valley between the Inland Empire and the San Gabriel Valley. Pomona is bordered by the cities of La Verne and Claremont on the north; the Los Angeles/San Bernardino county line forms most of the city's southern and eastern boundaries. Pomona boasts a progressive economy, business opportunity, and a strong workforce. Pomona is the site of Pomona Valley Hospital Medical Center and of the Fairplex, which hosts the L.A. County Fair and the NHRA Auto Club Raceway (formerly known as Pomona Raceway). Colleges and universities located in Pomona are California State Polytechnic University (Cal Poly Pomona), Western University of Health Sciences (formerly known as College of Osteopathic Medicine of the Pacific) and DeVry University has a campus in Pomona.

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The City of Claremont was founded in 1887 and incorporated in 1907; it is located approximately 30 miles east of Los Angeles, consisting of 35,000 residents and an area of 14.14 square miles. The City's development has always been closely associated with the academically acclaimed Claremont Colleges consisting of five undergraduate and two graduate higher education institutions. The community takes pride in its rich cultural, educational and architectural heritage, as well as its small-town atmosphere.

The City of La Verne was founded in 1887 and incorporated in 1906; it is situated approximately 35 miles east of Los Angeles nestled in the foothills of the San Gabriel - Pomona Valleys, consisting of a population of over 33,000 and a land area of 8.6 square miles. La Verne is a well-balanced residential community which includes a good mix of commercial and industrial uses as well as the University of La Verne, an airport and fine public and private schools.

### **III. SCOPE OF WORK**

Security guard services include being responsible for all phases of building protection, including but not limited to: guarding the premises, garden, lobby, parking lots and vehicles against trespassing, vandalism, sabotage, fire, theft and destruction; to avert disorderly conduct and to summon assigned law enforcement authorities when necessary; to exercise good judgement and discretion in dealing with staff and the public in a polite manner; to attend meetings/trainings as directed by Tri City Mental Health Authority in connection in providing the services required; and to be prepared to testify in a court of law regarding incidents which may occur during a tour of duty, whether criminal or civil.

Security guard services also require to immediately verbally report any damage, safety or fire hazards to supervisor, followed by a written report to the designated Management representative at the end of the work shift. Security guard services do not require to physically apprehend, subdue, or restrain any member of the public for any reason. Security guard services shall be provided at the following TCMHA locations:

1. 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
2. 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and TCG
3. 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
4. 1900 Royalty Drive, Suites 160, 170, 180, 205, 280, & 290, Pomona, CA 91767

Typical security guard services shall include, but not be limited to the tasks listed in *Attachment A*. The scope and/or times of security guard services will vary according to need at each TCMHA site and events.

### **IV. RFP AND TIMELINE**

#### **A. RFP Schedule**

- Request for Proposal (RFP) Issued: **November 5, 2020**
- Mandatory Pre-Proposal Meeting/Site Visit: **November 16, 2020**
- Written Questions Deadline: **November 20, 2020**
- Response to Written Questions/RFP Addendum Posted: **November 25, 2020**

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- **Proposals Deadline: November 30, 2020, 4:00 PM PST**
- **Interviews: December 7, 2020, time TBD**
- **Anticipated Award of Contract: December 16, 2020**
- **Anticipated Commencement of work: December 17, 2020**

**B. Explanation of Timeline**

1. RFP Issued. The Request for Proposal Documents may be obtained from TCMHA's website at [www.tricitymhs.org](http://www.tricitymhs.org). The TCMHA will not be responsible for the completeness or accuracy of Request for Proposal Documents retrieved from any other source than directly from TCMHA.

2. Voluntary Pre-Proposal Meeting/Site Visit. TCMHA is scheduling a voluntary pre-proposal meeting/site visit to give the opportunity to visit the facilities and discuss the requested security guard services. Failure to inspect the sites will in no way relieve the successful contractor from performing any labor necessary for the satisfactory completion of the work. The site visit will be on November 16, 2020 and will begin at 2008 N. Garey Avenue, Pomona, CA 91767. Proposers interested in submitting a proposal must contact the RFP Contact Person to acknowledge attendance for the site visit. Please plan on three hours for walk-through as we will be traveling to four locations. Transportation will not be provided by TCMHA and is the responsibility of the Proposer. Due to COVID-19 protocols and safety measures, all proposers shall wear a facemask during the walkthrough and physical distancing shall be maintained to the best of our ability.

3. Written Questions Deadline. Submit all written questions by the deadline to RFP Contact Person. Questions submitted in any other manner or format are not acceptable. All questions must be received via e-mail by 5:00 PM PST November 20, 2020 (see **RFP Schedule**). Questions will be responded to in writing. Written summaries of all questions and answers will be published on TCMHA's website. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

4. Response to Written Questions/RFP Addendum Posted. Any material change to the RFP will be listed on an Addendum to the RFP and posted at [www.tricitymhs.org](http://www.tricitymhs.org) by November 25, 2020. Additional written questions must be received by the RFP Contact Person no later than two (2) days after an Addendum is posted. The Agency reserves the right to post additional addenda until the RFP closing date and time. Any written addendum issued during the Proposal time shall become a part of the Request for Proposal Document and shall be signed and attached to the Proposal and made a part of the Proposal submitted. It is the Proposer's responsibility to indicate acknowledgement, sign, and return addendums with their response. TCMHA reserves the right to reject any responses deemed to be non-responsive.

5. Proposal Deadline. Proposals must be received no later than the deadline specified in RFP and Proposal Timeline.

6. Proposal Evaluation Period. An Evaluation Committee will review and evaluate the proposals and make a recommendation as to which proposal(s) to move forward.

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7. Interviews. TCMHA will interview the top three Proposer(s). The interviews will be held either on-site or via electrical format (Ring Central, Zoom)

8. Anticipated Award of Contract. A formal written notice of intent to award letter will be sent to the selected Proposer; and it will include the anticipated date of the Governing Board meeting when the item will be presented for approval.

**V. PROPOSAL REQUIREMENTS**

**A. TCMHA Contact During Proposal Process**

During the proposal process, TCMHA contact shall be Alex Ramirez, Facilities Manager, e-mail: [aramirez@tricitymhs.org](mailto:aramirez@tricitymhs.org).

**B. Time and Manner of Submission**

A fully executed Proposal shall be scanned and emailed to [molmos@tricitymhs.org](mailto:molmos@tricitymhs.org) no later than **4:00 p.m., Pacific Time, on November 30, 2020**. Proposals may also be submitted in hard-copy form via U.S. Mail, Overnight, or Hand Delivery, and shall be received by TCMHA Mental Health Authority's Administration Office no later than 4:00 p.m., Pacific Time, on **November 30, 2020**. Received proposals will be time stamped. Proposals submitted via Hand Delivery, may be delivered on **Mondays only between the hours of 8:00 AM and 4:00 PM (Pacific)**, excluding TCMHA holidays. Proposals must be in a sealed envelope, and be marked and addressed as follows:

**Tri-City Mental Health Authority**  
**1717 N. Indian Hill Blvd, Suite B**  
**Claremont, CA 91711**  
**Attn: JPA Administrator/Clerk**  
**"SEALED PROPOSAL FOR SECURITY GUARD SERVICES"**

**C. Proposal Format**

It is TCMHA's request that the proposals be brief and succinct. Information listed 1-8 below, including Appendices B-F, to this proposal document are required to be included in the submitted proposal. If not included, the submitted proposal will be considered incomplete; and thus, non-responsive. The proposal shall be submitted in the following format:

1. RFP Cover Page – (Attachment B)
2. Proposer's Company Information, References and Subcontractors (Attachment C)

3. Transmittal Letter. The letter signed by the authorized Proposer representative should provide an executive summary that briefly states the Proposer's interest in the services, the understanding of the work to be done, the commitment to perform the work, and irrevocable offer for 90 days from the closing date. The letter and executive summary shall be limited to no more than two (2) pages.

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4. Owner/Responsible Project Manager and Core Team. List the owner or person in charge, and a concise statement of qualifications and experience applicable to each type of service that is to be provided. List the key staff and sub-contractors, if any, along with a brief statement of qualifications for individual members which will be assigned to provide the requested services in this RFP.

5. Proposer's Company Work Process Information (Attachment D). List former clients for whom similar or comparable services have been performed. Include the name, mailing address, mailing address, and telephone number of the appropriate contact person.

6. RFP Exceptions (Attachment E). Provide properly completed Exception(s) To Specifications/Sample Services Agreement (*Attachment G*). If Proposer has no exceptions, then Proposer must check the box, where indicated.

7. Proposer Price Proposal (Attachment F). The services shall include a performance and cost schedule for to provide the requested security guard services. The proposal should include a separate all-inclusive cost for each of the three years of the contract based on the scope of services outlined in the proposal. The proposal should include, a total proposed "not to exceed" costs of the services, including hourly rates for services. Cost will not be the deciding factor in making the selection. The overall total cost to TCMHA will be considered and the degree of the importance of cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

8. Copy of Business License and/or Certifications. A copy of the Business License will be required after the award of contract.

## **VI. AWARD AND AGREEMENT EXECUTION**

### **A. Proposal Opening**

Due to COVID-19, there will be no public opening of submittal proposals. After the evaluation process is concluded and a proposed intent to award determination is made, a written notification of the proposed award will be provided to all proposers.

### **B. Proposal Evaluation**

The proposal should give clear, concise information in sufficient detail to allow an evaluation. The agency should provide an affirmative statement that it is independent of TCMHA and that the services performed are in the capacity of independent contractors and not as an officer, agent, or employee of TCMHA. The Proposals will be reviewed by a selection committee and evaluated based on the following criteria:

1. Proposer's qualifications, description and experience
2. Understanding and ability to perform the Scope of Work
3. References and experience with similar projects
4. Project/Service approach including scheduling
5. Cost Proposal

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**C. Proposal Rejection**

TCMHA reserves the right to reject any and all proposals, either in part or in its entirety; or to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the proposals; to request and obtain, from one or more of the agencies submitting proposals, supplementary information as may be necessary for TCMHA staff to analyze the proposals; and to accept the proposal that appear to be in the best interest of TCMHA. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the agreement, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

**D. Subcontracting**

If subcontracting is contemplated, this should be discussed in your proposal. No additional subcontracting will be allowed without the express prior written consent of the TCMHA.

**E. Withdrawal or Modification of Proposals**

Proposals may be modified or withdrawn only by a written request received by TCMHA prior to the Request for Proposal due date (Closing Date).

**F. Agreement Period**

The initial agreement period shall be for three (3) years beginning on Commencement date. TCMHA can at its choice, exercise offers for two additional annual extensions for a total possible agreement period of five (5) years, subject to the annual review and recommendation of the Executive Director, the satisfactory negotiation of terms (including a price acceptable to both TCMHA and the selected agency), the concurrence of the Governing Board, and the annual availability of a budget appropriation. No price increases shall be accepted during the initial agreement period.

**G. Award of a Contract**

A contract may be awarded to the successful Proposer for the Project by TCMHA Governing Board, as applicable, based upon the criteria reflected in this RFP. TCMHA reserves the right to execute, or not execute, an Agreement with the successful Proposer when it is determined to be in TCMHA's best interests. This RFP does not commit TCMHA to award a contract; and no Proposal or Agreement shall be considered binding upon TCMHA until the execution of the Agreement by TCMHA and all conditions of the Agreement and/or RFP have been met.

**H. Execution of Agreement**

By submitting a Response, the Proposers agree to be bound to and execute an Independent Contractor Agreement (*Attachment G*) for the services described in this RFP. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the

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Agreement for TCMHA's consideration. None of the foregoing shall preclude TCMHA, at its option, from seeking to negotiate changes to the Contract prior to its execution. TCMHA may cancel all or any portion of the Agreement for any reason with 30 days written notice to Contractor. The Agreement shall be signed prior to the commencement of any work by the successful Proposer and returned, together, with the required insurance forms within ten (10) calendar days after the Proposer has received written notice of award. Failure to do so shall be just cause for the annulment of the award at the sole election of TCMHA.

**I. Indemnity and Insurance Requirements**

The awarded Proposer shall comply with the indemnity and insurance requirements set in the Independent Contractor Agreement (*Attachment G*). If selected, Proposer shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. In addition, Contractor shall require and verify all subcontractors, if subcontracting is contemplated, maintain insurance subject to all of the requirements stated therein.

**J. Agreement Extension and Price Adjustment Parameters**

TCMHA may extend the Agreement for two successive 12-month periods, under the same terms and conditions, with a CPI not to exceed five percent (5%) to the price adjustment. The Consumer Price Index (CPI) used will be for All Urban Consumers in the San Francisco, Oakland, San Jose, California index published by the Department of Labor. If the option for any 12-month period extension is not exercised, the agreement shall terminate at the end of the current period term.

**VII. GENERAL PROVISIONS**

**A. Independent Contractor**

In performance of the work, duties and obligations assumed by the Proposer, it is mutually understood and agreed that the Proposer, including any and all of the Proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of TCMHA.

**B. Public Records - Notice Related to Proprietary/Confidential Data**

Proposer understands that the public shall have access, at all reasonable times, to all documents and information, subject to the California Public Records Act (Act), Government Code §§6250 et seq.; and agrees to allow access by TCMHA and the public to all documents subject to disclosure under applicable law. Proposer's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of the Agreement (if awarded). Proposers are advised that the Act provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask TCMHA to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public

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disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. Failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. TCMHA favors full and open disclosure of all such records. TCMHA will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by TCMHA as a waiver of any exemption claim. Any Proposal that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information. The identification of exempt information must be specific. TCMHA assumes no responsibility for disclosure or use of unmarked data for any purposes.

**C. Conflict Of Interest**

Proposers, by responding to this RFP, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the TCMHA is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Furthermore, proposer represents and warrants to TCMHA that it has not employed or retained any person or company employed by the TCMHA to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

**D. Nondiscrimination**

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, sexual identity or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of the aforementioned be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

**E. Debarred/Suspended Contractors**

The awarded Proposer shall certify that no staff member, officer, director, partner, principal, or owner, or sub-contractor is excluded from any Federal health care program, or federally funded contract, as required in the Independent Contractor Agreement (*Attachment G*).

**F. Governing Law and Regulations**

The services will be performed in, construed by and interpreted according to the laws of the State of California. Proposer will comply with all federal, state, and local laws, standards, regulations, licenses, and permits. No proposal received and read may be withdrawn for a period of ninety (90) calendar days after the date fixed for opening proposals. TCMHA intends to award the Agreement within sixty (60) calendar days of receiving the proposals. TCMHA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

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Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between TCMHA and the agency selected. There is no expressed or implied obligation for TCMHA to reimburse responding Proposers for any expenses incurred in preparing proposals in response to this request or for developing and carrying out interview presentations. Any proposal preparation and/or travel cost in regards to this proposal is the sole responsibility of the Proposer. All proposal documents, prints and any detailed drawings shall be the property of TCMHA once submitted. TCMHA is a Joint Powers Authority formed and existing under the laws of the State of California. The successful Proposer will be required to satisfy all current legal requirements applicable to this work including Labor Code section 1061(b)(1), if applicable. The Proposer, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. Although, it is TCMHA's intent to choose only a small number of the most qualified agency to interview with TCMHA, TCMHA reserves the right to choose any number of qualified finalists.

**VIII. DEFINITIONS**

**A. Tri-City Mental Health Services Authority:** Tri-City Mental Health Authority (TCMHA) or its authorized representative.

**B. Request for Proposal Documents:** The document soliciting invitation for proposal and includes basic proposal information and contractual documents.

**C. Proposer:** a person, corporation, partnership, or other entity who submits a proposal.

**D. Proposal Packet:** All requested and required Request for Proposal Documents and forms submitted by the Proposer to TCMHA.

**E. Closing Time:** The time and date deadline for submission of Proposal.

**F. Independent Contractor:** Upon TCMHA's award of the agreement a successful Proposer will become known as "Independent Contractor".

**IX. ATTACHMENTS**

Attachment A: Scope of Services

Attachment B: RFP Cover Page

Attachment C: Proposer's Company Information, References and Subcontractors

Attachment D: Proposer's Company Work Process Information

Attachment E: RFP Exceptions

Attachment F: Proposer Price Proposal

Attachment G: Sample Agreement

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**ATTACHMENT A**

**SCOPE OF SERVICES**

The following are conditions and specifications covering security guard services at the designated Tri-City Mental Health Authority (“TCMHA”) locations. This contract is based on hourly rates and results will be deemed acceptable if they meet provide guard services according to outlined specifications. TCMHA reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by TCMHA. A TCMHA Representative may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined to be necessary and advisable for TCMHA hours of operation and/or events. Such alterations or deviations, additions or omissions shall in no way affect or make void the Independent Contractor Agreement. If during the course of work the contractor experiences a conflict with the plans/scope of work, the contractor shall notify the TCMHA Representative before proceeding with said services.

Contractor will provide non-sworn, unarmed, and uniformed security guard services at four (4) TCMHA locations. General duties include, but are not limited, to monitoring public access points to the facilities, conducting entry screening, as needed. A security guard’s role is to protect people and the property of TCMHA. Prevention is a security guard’s responsibility before an incident has occurred. As a hands-off facility, guards shall observe and report suspicious and/or unauthorized activity to the onsite Manager.

**A. SERVICE AREAS**

<b>LOCATION</b>	<b>TIME</b>	<b>POST</b>
<b>2001 N. Garey Avenue</b>	8:30am to 5:00pm	Building & Parking Lot
<b>2008 N. Garey Avenue</b> 24/7 Coverage	7:00am to 3:00pm 3:00pm to 11:00pm 11:00pm to 7:00am 8:30am to 5:30pm 8:00am to 4:00pm	Building & Parking Lot Building & Parking Lot Building & Parking Lot Lobby Only TCG Garden
<b>1403 – 1407 N. Garey Avenue</b> 24hr Weekend Coverage Friday–Monday	8:30am to 5:30pm	Building & Parking Lot
<b>1900 Royalty Drive</b> Suites 160, 170, 180, 205, 280, and 290	8:00am to 6:00pm	All Tri-City Suites

**B. PERSONNEL**

1. All security personnel must possess and present upon request, a valid and current security guard registration card as issued pursuant to the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services.

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2. The assigned guards are to be highly visible and must maintain professional uniformed appearance at all times. Contractor shall ensure that all security personnel have photo identification and attach it properly to their uniforms in a readily visible manner.
3. The guard shall be highly vigilant in actively patrolling while on duty and must be able to handle difficult situations without direct supervision.
4. Guards shall be assigned cell phones to quickly relay information to onsite Manager and/or emergency personnel. The use of cell phone should only be for work related issues.
5. Guards shall maintain a courteous and respectful demeanor as well as be polite, cooperative, and able to work in harmony with one another, visitors, and with other Tri-City Mental Health employees.
  - a. Abusive language used with anyone will not be tolerated and will be reason for immediate dismissal.
6. Guards will not be authorized to physically apprehend, subdue, or restrain any member of the public for any reason. Unless it is an act of self-defense to protect staff, clients or oneself from harm.
7. Guards shall not excessively socialize or engage in small talk with visitors, staff or the general public while on duty.
8. Guards shall alleviate and deter activity that is not conducive to productive and appropriate use of the area.
9. Guards must be able to communicate effectively in both written and oral English. Bilingual guards are preferred.
10. Guards shall be prepared to testify in a court of law regarding incidents which may occur during a tour of duty, whether criminal or civil.
11. Guards shall arrive on time, stay at their assigned posts, and perform their assigned tasks as directed.
12. Guards are not allowed to drink alcohol, use drugs, smoke, read unauthorized material or do personal grooming while in public view.
13. In the event of an absence by a Guard, Contractor must provide a replacement Guard within one (1) hour.
14. Tri-City Mental Health will not pay Contractor employees' overtime without prior written approval. All hourly rates quoted by contractor must include overtime assumptions, e.g.: 10-hour shifts or 50- hour work weeks.

**C. PERFORMANCE DUTIES**

1. The Guards shall maintain a constant and visible presence in their assigned location.
2. Guards shall be responsible for arming and disarming assigned locations.
3. Guards shall be assigned to conduct entry screening for staff and visitors, as needed.
4. Guards shall conduct hourly rounds and surveillance in and around the premises utilizing the security guard scan check points installed at designated locations.

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**  
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5. Guards shall observe and report any suspicious, illicit, or illegal activity or evidence of vandalism to the designated onsite Manager.
6. Guards shall be trained to recognize and respond to emergency situations and safety hazards such as fire alarms, power outages, medical emergencies and crisis situations.
7. Guards shall report any individuals carrying weapons of any kind to on site Manager.
8. Guards shall be observant of behavior in common areas such as smoking and/or vaping in non-smoking areas and take appropriate action.
9. Guards shall complete a Tri-City Incident Report on any security issues, including misbehaviors, accidents or incidents which may occur on the premises.
10. Guards shall escort visitors to any applicable suite in their respective sites as needed
11. Guards shall ensure all visitors have a visitor badge issued by Front Desk
12. Guards shall verify employee badges as needed, especially for individuals who are not familiar accessing buildings and suites
13. Guards shall play an active role in emergency drills
14. Guards shall periodically inspect all exits and verify that all exterior doors are closed and secured.
15. Guards shall make sure that staff are safe when walking to their car in the parking lot.
16. After business hours, guards shall conduct inspection of office and building door locks and verification that sensitive areas are secured.
17. Overnight Guard
  - a. Shall be clearly visible in the parking lot and near buildings
  - b. Routinely check outside and around buildings, including the garden using the scanner to confirm.
  - c. Observe and Report
    - Ask individuals to leave the premises and/or call Facilities Manager
  - d. Assist with any security alarms, real or false and respond appropriately to clear alarm.
  - e. For any incidents since last round, please complete an incident report. (i.e. theft, accidents, unusual activity, crime, dangerous situations, etc.)
  - f. Guards shall contact the police department in the event of observing or witnessing a potential problem
  - g. Guards shall contact the Facilities Manager immediately after contacting the police or fire department.

**D. TRAININGS**

1. Guards shall be trained in Mental Health First Aid to better understand symptoms and disorders that affect our clients and to proficiently deal with difficult and hostile situations. Tri-City Mental Health staff shall provide training.
2. All Guards shall receive site specific training before being assigned to any Tri City Mental Health facility. This includes the location of fire extinguishers and an overview of evacuation routes for their assigned location.

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3. Contractor shall ensure that all Guards are trained in Fire Safety as required by OSHA (29 CFR 1910.38 and 29 CFR 1910.157). This training shall include the operation of fire extinguishers to fight incipient stage fires.
4. Contractor shall ensure that all Guard personnel are trained in Bloodborne Pathogens as required by OSHA (29 CFR 1910.1030). Each Guard shall be issued Personal Protective Equipment by Tri-City Mental Health as required by OSHA (29 CFR 1930.134)

**E. EQUIPMENT**

1. Keys, FOBs and Wands
  - a. Any keys issued to security personnel must be responsibly maintained and securely stored.
  - b. Keys are NOT to be reproduced or replicated under any circumstances.
  - c. Key FOBs are not to be shared between guards.
  - d. In the event a Tri-City Mental Health key or FOB is lost or misplaced, please contact the Facilities Manager.
  - e. Contractor shall reimburse Tri-City for the actual cost of re-keying all locks, doors, and gates to the facility up to a maximum amount of \$10,000 incurred from lost keys.
  - f. Security wands shall be used on designated scan checkpoints throughout each location.
2. Company Cell Phone
  - a. Guards shall be assigned a company cell phone to be used during their shift.
  - b. All contact information shall be programmed on each phone.
  - c. The use of company cell phones should only be for TCMHA work related issues
  - d. Company cell phones are:
    - Not to be taken home
    - To be charged overnight for the next shift OR handed to the overnight guard, if applicable.

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
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**ATTACHMENT B**

**RFP COVER PAGE**

<b>Name of Person, Business or Organization:</b>	
<b>Type of Entity:</b> (e.g. Sole-Proprietorship, Partnership, Corporation, Non-Profit, Public)	
<b>Federal Tax ID Number:</b>	
<b>Contact Person – Name</b>	
<b>Contact Person – Address</b>	
<b>Contact Person – Phone Number (s)</b>	
<b>Contact Person – e-mail address</b>	

By signing this ***RFP Cover Page*** I hereby attest: that I have read and understood all the terms listed in the RFP; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by TCMHA, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

**PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

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**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**DATE**

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
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**ATTACHMENT C**

**PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS**

Company Name:	Address:
Owner, Principal Officer:	Headquarters Location/Date of Establishment:
Email:	Website:
Phone:	Fax:

List other license(s) and corresponding numbers/classification applicable or required for the scope of work of this proposal:

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Have you ever operated this business under a different name? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain:

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[Continued on Page 2]

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**  
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List references of projects that your company is currently *working on or completed* in the last 5 years of similar size and scope of work for this proposal:

1. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Agreement Amount: \_\_\_\_\_ Agreement Start/End Date: \_\_\_\_\_
  
2. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Agreement Amount: \_\_\_\_\_ Agreement Start/End Date: \_\_\_\_\_
  
3. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Agreement Amount: \_\_\_\_\_ Agreement Start/End Date: \_\_\_\_\_

Subcontractors to be utilized, if applicable:

1. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Specialty: \_\_\_\_\_ Years in Business: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_
  
2. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Specialty: \_\_\_\_\_ Years in Business: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

**On Going Legal Proceedings:** Provide details on any litigation in which your firm has been engaged in the past five (5) years. If none, then write "NONE."

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**ATTACHMENT D**

**PROPOSER COMPANY WORK PROCESS INFORMATION**

As part of proposal, Proposers are required to respond to the following questions:

- 1) Describe your experience and expertise in providing unsworn, unarmed, uniformed security services in a professional office environment: \_\_\_\_\_

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- 2) Describe your policy and process for supervising and managing personnel: \_\_\_\_\_

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- 3) Describe your method for handling customer complaints/problems: \_\_\_\_\_

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[Continued on Page 2]

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**  
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4) Quality Assurance Procedures:

- Attach one copy of the Quality Assurance Report used, if any.

5) Do you provide CPR/First Aid Training to all guards?       Yes     No

If yes, please list those who will be assigned to perform services under the Agreement and attach a copy of their current certificate to this Attachment D:

Security Guard Names:

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6) Describe your process and policy for replacing personnel (e.g., personnel exhibits excessive absenteeism, tardiness, personality conflicts, or other personnel relations issues): \_\_\_\_\_

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7) Describe your plan to ensure all posts are staffed within **one hour** of a post-vacancy for any reasons: \_\_\_\_\_

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
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**ATTACHMENT E**

**EXCEPTION(S) TO SPECIFICATIONS AND/OR  
SAMPLE INDEPENDENT CONTRACTOR AGREEMENT**

- We **have no** exceptions to the Scope of Work/Requirements
  
- We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by Tri-City Mental Health Authority no less than 10 business days prior to the closing date.

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- We **have no** exceptions to any other section of the Proposal Document or Independent Contract Agreement.
  
- We **have** exceptions to the Proposal Document or Independent Contract Agreement stated herein shall be fully described in writing by the Proposer in the space provided below.

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
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**ATTACHMENT F**

**PROPOSER PRICE PROPOSAL**

To ensure consistency and for proper analysis, pricing submission should follow the format reflected. Proposers are to list hourly rates for each location for on-site supervisors and guard personnel listed in this Attachment F. Any deviation from the format of the form or other personnel types added to this form by the Proposer will not be considered or evaluated by Tri-City Mental Health Authority. The hourly rates shall include any required overhead, holiday or internal administrative services. Prevailing wage does not apply to security guard services (Section 1771, 8 Cal Regs §16000).

<b>Schedule of Coverage</b>		<b>Location: 1403 – 1407 N. Garey Avenue</b>						
<b>One (1) Daily Guard + Rotating Guard 24hr Weekend Coverage</b>		<b>Hourly Rate</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL Years 1-3</b>	<b>Optional Contract Extension</b>	
							<b>Year 4</b>	<b>Year 5</b>
Monday through Friday	8:30am to 5:30pm	\$	\$	\$	\$	\$	\$	\$
Friday – Saturday	5:30pm to 1:30am	\$	\$	\$	\$	\$	\$	\$
Saturday	1:30am to 9:30am	\$	\$	\$	\$	\$	\$	\$
Saturday	9:30am to 5:30pm	\$	\$	\$	\$	\$	\$	\$
Saturday – Sunday	5:30pm to 1:30am	\$	\$	\$	\$	\$	\$	\$
Sunday	1:30am to 9:30am	\$	\$	\$	\$	\$	\$	\$
Sunday	9:30am to 5:30pm	\$	\$	\$	\$	\$	\$	\$
Sunday – Monday	5:30pm to 1:30am	\$	\$	\$	\$	\$	\$	\$
Monday	1:30am to 8:30am	\$	\$	\$	\$	\$	\$	\$

<b>Schedule of Coverage</b>		<b>Location: 2001 N. Garey Avenue</b>						
<b>One (1) Guard Coverage</b>		<b>Hourly Rate</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL Years 1-3</b>	<b>Optional Contract Extension</b>	
							<b>Year 4</b>	<b>Year 5</b>
Monday through Friday	8:30am to 5:00pm	\$	\$	\$	\$	\$	\$	\$

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**  
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<b>Schedule of Coverage</b>		<b>Location: 2008 N. Garey Avenue</b>						
<b>Five (5) Guards Providing 24/7 Coverage</b>		<b>Hourly Rate</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL Years 1-3</b>	<b>Optional Contract Extension</b>	
							<b>Year 4</b>	<b>Year 5</b>
Continuous	7:00am to 3:00pm	\$	\$	\$	\$	\$	\$	\$
Continuous	3:00pm to 11:00pm	\$	\$	\$	\$	\$	\$	\$
Continuous	11:00pm to 7:00am	\$	\$	\$	\$	\$	\$	\$
Monday through Friday	8:30am to 5:30pm	\$	\$	\$	\$	\$	\$	\$
Monday through Friday	8:00am to 4:00pm	\$	\$	\$	\$	\$	\$	\$

<b>Schedule of Coverage</b>		<b>Location: 1900 Royalty Drive</b>						
<b>One (1) Guard Coverage</b>		<b>Hourly Rate</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL Years 1-3</b>	<b>Optional Contract Extension</b>	
							<b>Year 4</b>	<b>Year 5</b>
Monday through Friday	8:00am to 6:00pm	\$	\$	\$	\$	\$	\$	\$

\_\_\_\_\_  
 Authorized Representative Signature

\_\_\_\_\_  
 Date

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101**

**ATTACHMENT G**

**SAMPLE AGREEMENT**



**INDEPENDENT CONTRACTOR AGREEMENT**

**BETWEEN THE**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

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**DATED**

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## **AGREEMENT**

### **1. PARTIES AND DATE**

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of the \_\_\_\_\_ by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “Tri-City Mental Health Center” or “Tri-City”) and \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ (hereinafter “Contractor”). Tri-City and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

### **2. CONTRACTOR**

The express intention of the parties is that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Tri-City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and Tri-City or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of Tri-City without the express written consent of Tri-City. Neither Tri-City nor any of his agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Tri-City.

### **3. SCOPE OF SERVICES**

Contractor shall provide the specified services and/or materials as set forth in ‘Exhibit A’ of this Agreement and the Contractor’s Proposal for Security Guard Services incorporated into and made a part of this Agreement as ‘Exhibit B.’

### **4. PERFORMANCE OF SERVICES**

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Security Guard Services provided to Tri-City under this Agreement without the expressed written permission of Tri-City. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement.

In addition, Contractor shall provide security guard services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations and in accordance with all applicable, current industry standards, regulations codes and statutes. Unless the means or methods of performing a task are

specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry. All work shall comply with the applicable licensing, federal, state, and/or all local or city ordinances, codes, rules, orders, regulations, and statutes affecting any services performed under this Agreement. Compliance with this section by Contractor shall not in any way excuse or limit the Contractor's obligations to fully comply with all other terms in this Agreement.

## **5. SUBCONTRACTORS**

Neither party hereto may assign this Agreement, nor will Contractor subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of Tri-City or Designee.

## **6. TIME AND LOCATION OF WORK**

Contractor shall perform security guard services required by this Agreement at the agreed upon locations, at any time required and appropriate, and within the manner outlined in 'Exhibit A'.

## **7. TERMS**

The services and/or materials furnished under this Agreement shall commence December 22, 2020 and shall be and remain in full force and effect until amended or terminated at the end of Year-Three on December 31, 2023, with an option to extend for two additional years through December 31, 2025; unless terminated in accordance with the provisions of Section 8 below.

## **8. TERMINATION**

This Agreement may be terminated only as follows:

**a.** Written Notice. Either party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other party. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed.

**b.** Neglect or Refusal to Comply. If at any time, Contractor fails to supply suitable equipment, an adequate working force, or material of proper quality, or shall fail in any respect to perform any work with the diligence and force specified and intended in and by the terms of the contract, notice thereof will be provided in writing to Contractor. Should the Contractor neglect or refuse to provide means for satisfactory compliance with the contract, as directed by the City Representative, within the time specified in such notice, Tri-City in any such case shall have the power to terminate all or any portion of the contract.

**c.** Breach. Tri-City, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to complete Security Guard Services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

**d. Non-payment.** Contractor, in its sole discretion, may terminate this Agreement effective upon written notice to Tri-City if Tri-City fails to pay the Compensation as defined in Section 9 (other than amounts which are subject to a good faith dispute between the parties) to Contractor within thirty (30) calendar days of the applicable payment's due date.

**e. Effect of Termination.** No termination of this Agreement shall affect or impair Contractor's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, Contractor shall immediately deliver all written work product to Tri-City, which work product shall be consistent with all progress payments made to the date of termination.

## **9. COMPENSATION**

For the full performance of this Agreement:

**a.** The Contractor will bill on a monthly basis based on work performed and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional and industry standards for the area in which Contractor operates. Invoices not including the proper purchase order or any variations may cause a delay in payment. Payment will be made within thirty (30) days following receipt of invoices and approved by the staff overseeing the work. Tri-City does not pay in-advance and shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.

**b.** Tri-City shall pay Contractor an amount not to exceed as stated in 'Exhibit B'.

**c.** Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City will not accept or compensate Contractor for incomplete goods/services.

**d.** Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor.

## **10. LICENSES.**

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business; and shall present a copy of the Business License after execution of this agreement.

## **11. PROPRIETARY INFORMATION.**

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Tri-City's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Tri-City.

The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to Tri-City and employees of Tri-City, without written approval by Executive Director of Tri-City, either during or after its engagement with Tri-City, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

## 12. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Tri-City may require, shall furnish the Tri-City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

## 13. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by Tri-City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to Tri-City or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless Contractor is notified in writing by Tri-City of the need to extend the retention period.

## 14. GENERAL TERMS AND CONDITIONS

**a. Indemnity.** Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement. Contractor shall require and verify all subcontractors, if subcontracting is contemplated, maintain insurance subject to all of the requirements stated therein.

**b. Insurance.** Contractor shall obtain and file with Tri-City, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

**i. Workers Compensation Insurance:** Minimum statutory limits.

**ii. Automobile Insurance:** \$1,000,000.00 per occurrence.

**iii. Commercial General Liability And Property Damage Insurance:** General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

**iv. Notice Of Cancellation:** Tri-City requires ten (10) days written notice of cancellation.

**v. Certificate Of Insurance:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to Tri-City, and it shall name "Tri-City Mental Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff" as additional insureds. All coverage for subcontractors shall be subject to all of the requirements stated herein. All subcontractors shall be protected against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name Tri-City and Contractor as additional insured.

**vi.** To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

Tri-City Mental Health Authority  
Attn: JPA Administrator/Clerk  
1717 N. Indian Hill Boulevard, #B  
Claremont, CA 91711-2788

**c. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or gender identity.

**d. Changes to the Agreement.** This Agreement shall not be assigned or transferred without advance written consent of Tri-City. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

**e. Contractor Attestation.** Also in accordance with Tri-City's policies and procedures, Tri-City will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. Tri-City requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit C'.

## **15. REPRESENTATIVE AND NOTICE**

**a. Tri-City's Representative.** Tri-City hereby designates its Executive Director to act as its representative for the performance of this Agreement ("Tri-City's Representative"). Tri-

City's Representative shall have the power to act on behalf of Tri-City for all purposes under this Agreement.

**b. Contractor's Representative.** Contractor warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of Contractor for all purposes under this Agreement.

**c. Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

<u>If to Tri-City:</u>	<u>If to Contractor:</u>
Tri-City Mental Health Authority	Name
1717 N. Indian Hill Boulevard #B	Address
Claremont, CA 91711-2788	City
Attn: Executive Director	Attn:

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provision of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

## **16. EXHIBITS**

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit A: Scope of Services

Exhibit B: Proposal from Contractor dated \_\_\_\_\_

Exhibit C: Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

## **17. ENTIRE AGREEMENT**

This Agreement shall become effective upon its approval and execution by Tri-City. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and Tri-City relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and Tri-City. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by Tri-City in exercising any right under this Agreement will operate as a

waiver of that or any other right. A waiver or consent given by Tri-City on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

**18. EXECUTION.**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Agreement Date.

**TRI-CITY MENTAL HEALTH AUTHORITY** \_\_\_\_\_, **Contractor**

By: \_\_\_\_\_  
Antonette Navarro, Executive Director

By: \_\_\_\_\_  
\_\_\_\_\_, President/Owner

Attest:

By: \_\_\_\_\_  
Micaela P. Olmos, JPA Administrator/Clerk

Approved as to Form and Content:  
DAROLD D. PIEPER, ATTORNEY AT LAW

By: \_\_\_\_\_  
Darold D. Pieper, General Counsel

**EXHIBIT A**

**SCOPE OF SERVICE**

**EXHIBIT B**

**CONTRACTOR'S PROPOSAL**

**EXHIBIT C**



**CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM**

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Contractor's Name	Last	First
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Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

**Is Contractor/Proposer/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?**

\_\_\_\_\_ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

\_\_\_\_\_ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

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Date	Contractor or Vendor's Name	Contractor or Vendor's Signature
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Antonette Navarro, Executive Director

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Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature
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**DISTRIBUTION:**

ORIGINAL

COPIES: HR Representative  
Contractor  
Finance