



DEPARTMENT OF SOLID WASTE MANAGEMENT



RFP REQUEST



PROFESIONAL SECURITY GUARD SERVICES

RFP # 2018-020

BID DUE DATE: Monday, May 21, 2018
DUE TIME: 3:00 P.M., C.S.T.

8601 N. Jasman Rd • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 381-5635 • Fax (956) 292-2064

TABLE OF CONTENTS

SECTION I. GENERAL TERMS AND CONDITIONS	3
SECTION II. RFP REQUIREMENTS	5
SECTION III. SCOPE OF SERVICES, TRAINING AND JOB REQUIREMENTS	9
SECTION IV. SELECTION AND SCHEDULES	12
IV.GENERAL CONTRACT TERMS AND CONDITIONS	13
SECTION V. RFP EVALUATION	17
SECTION VI. AWARD OF CONTRACT, RESERVATION OF RIGHTS	18
ATTACHMENT I PROPOSAL PRICING	20
ATTACHMENT II RFP Rating Sheet	21
ATTACHEMNT III INSURANCE REQUIREMENTS	23
ATTACHEMNT IV INSURANCE REQUIREMENT ACKNOWLEDGEMENT	24
ATTACHEMNT V PROJECT REQUIREMENTS ACKNOWLEDGEMENT	25
ATTACHMENT VI LITIGATION DISCLOSURE FORM	26
ATTACHMENT VII SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE	27
ATTACHMENT VIII CONFLICT OF INTEREST QUESTIONNAIRE	28
ATTACHMENT IX SIGNATURE PAGE	30
ATTACHMENT X SUBMITTAL CHECKLIST	31



SECTION I.
GENERAL TERMS AND CONDITIONS

The City of Edinburg (hereinafter referred to as “THE CITY”) is soliciting submittals from qualified firms (hereinafter referred to as “SECURITY SERVICES CONSULTANT”) with an interest in contracting to provide professional Security Guard Service to various City of Edinburg (THE CITY) departments.

ADDITIONAL INFORMATION: The City of Edinburg is requesting that RFP’s be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person’s affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the CITY; or (2) submits to the CITY an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the CITY. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. Completed, executed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the CITY Clerk. If mailing a completed conflict of interest questionnaire, **mail to: The CITY Secretary’s Office, P.O. Box 1079, Edinburg, TX 78539.** If delivering a completed, executed conflict of interest questionnaire, **deliver to: The City Secretary’s Office, The City Hall, 415 West University, Edinburg, TX 78540.** **SECURITY SERVICES CONSULTANT should contact its own legal counsel with any questions regarding the statute or form.**

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.



For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC SUBMISSION OF PROPOSALS: The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request For Proposals (RFP) packet and to notify the City Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY: The City of Edinburg requires submitters, when hand-delivering statements of qualifications, to have a The City Secretary Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**



WAIVING OF INFORMALITIES: THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the CITY.

TERM The initial term of the contract shall be for one year from awarded date to September 30, 2018, with an option to renew for two additional one-year terms at the discretion of the Edinburg CITY Council.

PRE-PROPOSAL CONFERENCE A Pre-Proposal Conference has not been scheduled at this time.

BIDDER RESPONSIBILITY It is the responsibility of each vendor before submitting a proposal:

- To examine thoroughly the contract documents and other related data identified in the proposal documents.
- To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.
- To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
- To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.
- To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

TERMINATION: THE CITY has the authority and express right to terminate any Agreement awarded under this RFP or any Work Order resulting from the Agreement at any time during the term of the Agreement for any reason, including but not limited to, instances where THE CITY finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

SECTION II. **RFP REQUIREMENTS**

PURPOSE: The intent of this Request for Proposal and resulting contract is to obtain proposals from and the services of a qualified professional Security Guard



Service.

REQUEST FOR PROPOSALS: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any The CITY limitations will result in disqualification of the submitted RFP. **A total of one (1) original and three (3) copies of the RFP shall be submitted to the address on the cover letter.**

SUBMITTAL: For proper comparison and evaluation, THE CITY requests that proposals address, at a minimum, the following format.

- 1) **Cover Letter** - A brief introductory letter of representation.
- 2) **Executive Summary** - A brief summary highlighting the most important points of the proposal. If used, the Summary should not exceed five pages.
- 3) **Degree of Compliance** - A statement that all products and services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the Proposer takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

CONTENTS: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

- 1) **UNDERSTANDING OF THE PROJECT:** This section should demonstrate the submitter's understanding of the project's needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to **3** pages in length.
- 2) **FIRM QUALIFICATIONS, PERSONNEL AND STAFFING:** The CITY is seeking a contract with a competent firm(s), registered and licensed to practice in the State of Texas that have minimum of 3 to 5 years experience in Professional Security Guard Services other Security Protection Related Projects.

a) Qualifications:

- i) List Firm's qualifications and ability to perform the service requirements listed in the scope of work.
- ii) List qualifications of key personnel to be assigned to this project, including but not limited to education, training, registrations, certifications and licenses.
- iii) Describe SECURITY SERVICE CONSULTANT's resources, including total number of employees (professional, technicians, and administrative.), number



and location of offices, number and types of equipment to support this project. Describe any special equipment or facilities available to perform the requested work. Identify any tasks outlined in the RFP that would be subcontracted.

b) Experience:

- i) Provide the following information for **SECURITY SERVICE CONSULTANT** and **SUB-SECURITY SERVICE CONSULTANTS**: (Including but not limited to outsource lab and technical firms, if any portion of the work is to be conducted by an outsource please provide Quality Assurance documentation, The CITY reserves the right to accept or reject outsource firms based on qualifications and past performance.)
- ii) Number of years experience providing Security Services.
- iii) Relevant experience with projects of similar size and scope performed over the past ten (10) years. For each project listed, include scope of services performed, date services provided and name, titles, and telephone numbers of each client or client's representative.
- iv) Specific experience with public entity clients, especially large municipalities. If SECURITY SERVICE CONSULTANT has provided services to the CITY in the past, identify the name of the project and the department for which services were provided.
- v) If SECURITY SERVICE CONSULTANT is submitting as a team or joint venture, provide the same information for each member of the team or joint venture.
- vi) Provide the following information for **key personnel** to be assigned to this project:
 - vii) Total years experience.
 - viii) Number of years experience working for SECURITY SERVICE CONSULTANT.
 - ix) Primary work assignment for the projects outlined in this RFP.
 - x) Percentage of time to be devoted to the projects outlined in this RFP.
 - xi) Relevant experience with projects of similar size and scope.
 - xii) Provide resumes for key personnel to be involved in this project.

c) Previous Project Performance:

- i) Provide evidence of satisfactory performance on past projects:
- ii) List past assignments over the past five (5) years
- iii) Provide copies of outstanding service letters, letters of commendation, service awards, etc.



- iv) Provide three recent references who may be contacted concerning SECURITY SERVICE CONSULTANT's performance of similar services. For each reference, provide a current phone number and e-mail address. References may not be present or former THE CITY employees.
- v) Provide an organizational chart, including team members' roles.
- vi) If SECURITY SERVICE CONSULTANT has had experience working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
- vii) If submitting as a team or joint venture, list any projects which reflect the cooperative efforts of the proposed team.

d) Quality of Service:

- i) Discuss SECURITY SERVICE CONSULTANT's approach to developing the tasks and deliverables for the services requested by this RFP.
 - ii) SECURITY SERVICE CONSULTANT's Availability: Identify any concurrent or near future commitment that would impede the firm's ability to perform this contract
 - iii) Describe SECURITY SERVICE CONSULTANT's policies, procedures and plans to ensure quality services (continuing education, on-going training, internal quality practices, etc.)
 - iv) If SECURITY SERVICE CONSULTANT has ever had a contract terminated or has been dismissed due to alleged unsatisfactory performance, state when, where and why the contract was terminated and/or Security Consultant dismissed, the client's name, and the contact person's phone number.
- 3) **REQUIRED CERTIFICATIONS AND SUBMITTAL:** This section will contain any licenses, certifications and assurance as required by the Texas Board of Private Investigators and Private Security Agencies and The Texas Department of Public Safety. **The firm(s) should include copies of their Professional Liability Insurance.**
- 4) **Proposal Pricing/Delivery** - Pricing shall be inclusive for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation. A transition schedule must also be included. Proposal shall state an hour-rate fee per armed and unarmed guard, vehicle/ATV cost per hour and/or supervisor, covering all stated items contained in this specification listing. The cost (expressed in cost per guard per hour) should reflect current requirement for compliance with Federal Fair Wage and Hour Standard (i.e. minimum wage rate). (See Attachment I)



- 5) **Descriptive Literature** - Illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional Proposer information with regard to issues addressed in other areas of the proposal.
- 6) **Contractor Background Information** - This section should include a description of the Proposer experience with other services similar to the one described herein. This information should include scope of several similar jobs including **magnitude and cost**, customer contacts and other information that THE CITY can use as a basis for performance evaluation. This section should also include information on your organization and staff assigned to the project.
- 7) **References** - Proposer shall submit with this proposal a list of at least three (3) references where like services or similar projects have been performed by their firm. Include name of firm, address, telephone number and name of representative.
- 8) **Affidavit** as required herein.

SECTION III.
SCOPE OF SERVICES, TRAINING AND JOB REQUIREMENTS

EXPERIENCE/QUALIFICATIONS OF GUARDS

- 1) All guards shall have training in self-defense techniques and techniques for detaining and holding persons for arrest by police.
- 2) Security guards will have experience commensurate with type of duty to be performed and will be literate, i.e., will be able to read and understand printed regulations, detailed written orders, training instructions and will be able to compose reports which will convey full information of events pertaining to his shift. Security guards must not have arrest or conviction record of any offense other than minor traffic violations and must not have worked previously for the City of Edinburg more over in specific for the program area being assigned to. The Security Agency is responsible for conducting any and all required background checks for its hired personnel at no expense to the CITY. Prior to any assignment, proof of background check must be submitted to the CITY designee.
- 3) Guards are to be trained in the use of handcuffs and are to carry handcuffs while on duty.
- 4) Guards are to be trained in the use of firearms and to be knowledgeable in how to disarm an individual carrying a weapon. Guards must be certified to carry a firearm prior to being assigned to THE CITY. No exceptions will be made to this requirement and proof of certification must be submitted, prior to assignment, to the CITY designee.



- 5) Guards must possess thorough knowledge of security rules, regulations and procedures and thorough knowledge of the laws of arrest.
- 6) Guards must possess ability to face situations firmly, fortuitously, tactfully and with respect for the rights of others.
- 7) Guards must possess ability to use self defense techniques to protect themselves, staff and clients from unarmed and armed attacks by assailants. They must be able to demonstrate emotional stability during periods of tension and stress while carrying out assigned duties and ability to maintain control in crisis situation
- 8) Guards are required to have a minimum of one year's employment as a security guard or law enforcement officer or equivalent or substantially similar experience with the Armed Forces of the United States prior to assignment at the CITY.
- 9) Guards not meeting all standards outlined will not be acceptable and the CITY reserves the right to summarily remove him from duty. If this occurs, the guard service will be contacted and a replacement must be immediately available.

UNIFORMS/EQUIPMENT

- 1) Security Guard Service will furnish security guards with standard uniform. Security Guard Service shall display an approved sign or emblem indicating that the premises are being protected by them. Company badges shall be prominently displayed on the security guard's uniform and on his cap. The guard will be equipped, when appropriate, with flashlight, police whistle, notebook, handcuffs and pen. Security guards must be in full uniform while on duty.
- 2) Guards must be well groomed at all times while on duty. This includes clean, well-fitted pressed uniforms and polished shoes. Personal hygiene and neatness are of prime importance. Guards will not be allowed to eat or read while on duty.
- 3) Guards are required to provide roving patrol of all facilities and may require a vehicle or alternate transportation method THE CITY is not responsible for providing and guards may not utilize City owned vehicles.

REPORTS

- 1) Security guards must report regularly to the CITY designee. A continuous written log of all guard activity, including details of any matters or occurrences pertinent



to the security of the agency shall be maintained. The Security Guard Service must submit monthly, a written summary of daily reports to the CITY designee. This report shall cover all matters of security interest and shall contain recommendations, if any, to improve the security program to enable it to be more effectively administered or to point out security deficiencies. Furthermore, any emergency or abnormal condition must be verbally reported at once to the CITY designee. A complete written report must be filed as soon as possible.

- 2) Security Guard Service shall furnish weekly copies of sign-in sheets, showing guards name, assignment and number of hours worked during the period to the CITY designee.

ORDERS

- 1) General and specific orders must be issued by the Security Guard Service in writing to all guards listing all applicable duties and emergency phone numbers. All general and specific orders shall be prepared by the security service and reviewed by the CITY designee and shall be subject to his/her approval.
- 2) A prohibition against using THE CITY telephones for personal calls shall be included in orders issued to the guards. A prohibition against use of alcohol or narcotics while on duty must be included in orders to the guards as well as THE CITY's No Smoking Policy.

GENERAL POSTING ORDERS

- 1) Protect all persons at the designated locations from bodily harm or injury.
- 2) Must provide roving patrol of buildings on premises as instructed. Roving patrol must demonstrate compliance with the instruction and submit reports indicating time and frequency of patrol.
- 3) Perform other such functions as may be appropriate and necessary in the event of situations or occurrences affecting the security of the facility, such as fires, accidents, internal disorders, emergencies, sabotage, or other criminal acts, etc.
- 4) Locations of services
 - a) Solid Waste Management – 8601 N. Jasman Rd.
 - I. Single Officer – 24/7
 - b) Edinburg City Hall – 415 W. University Dr.
 - I. Single Officer – Monday through Friday 10.5 hours per day
 - c) Edinburg Air Port – 1300 E. FM 490
 - I. Single Officer – Monday through Sunday 17 hours per day, 24 hours on Holidays
 - d) Boys and Girls Club – 702 Cullen St.
 - I. Monday through Friday 2.25 hours per day



- e) Dustin Michael Sekula Memorial Library – 1906 S. Closner Blvd.
 - I. Single Officer – Monday through Thursday 4.5 hours per day and Saturday through Sunday 4 hours per day
- 5) Guard is to observe all persons entering or leaving premises.
- 6) Guard shall apprehend persons gaining unauthorized access to facilities and remove any unruly persons.
- 7) Guard will call appropriate Law Enforcement officials immediately in the event of a crisis situation.
- 8) If for any reason the regular security guard is unable to report, the Security Guard Service must fully brief the substitute as to his general and specific orders. Each substitute guard shall receive detailed instructions on Guard Service responsibilities from Security Guard Service.
- 9) Security Guard Service should have adequate employees available to handle any necessary substitutes as well as hours required after 5:30 p.m.
- 10) No guard shall be scheduled nor permitted to work more than sixteen (16) hours consecutive duty. Generally, no security guard shall be scheduled for sixteen (16) consecutive hour's duty, except for bonafide emergency absence of another security guard originally scheduled. The Security Guard Service shall not circumvent this requirement by having an employed security guard work a shift at another contracted location immediately preceding the scheduled or actual shift at the CITY facility.
- 11) THE CITY reserves the right to randomly inspect and test officers on duty to determine compliance to orders governing entrance to the facility. Security Guard Service will be notified of the results of such tests. Documented failure to comply will be basis for termination.

SECTION IV.
SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

PROPOSAL RANKING: Departmental Committees will evaluate and rank the written RFPs on a per project basis. After the RFPs have been ranked, the respective department will make a recommendation to the CITY Council.

NEGOTIATING PROCESS: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The CITY reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and three (3) copies of RFPs should be submitted to:



The CITY Secretary
The CITY of Edinburg
415 West University Drive
Edinburg, Texas 78541
Telephone (956) 388-8204
Fax (956) 383-7111

RFPs must be submitted by **no later than** 3:00 p.m. on Monday, April 30, 2018

SECTION V.
GENERAL CONTRACT TERMS AND CONDITIONS

1. CONTRACT

This proposal, submitted documents, and any negotiations, when properly accepted by THE CITY, shall constitute a contract equally binding between the successful Proposer and THE CITY. No different or additional terms will become a part of this contract with the exception of a Change Order.

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

2. CONFLICT OF INTEREST

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

3. CONFIDENTIALITY

All information disclosed by the CITY to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

4. ADDENDA



Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-318-1895) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

5. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the THE CITY Purchasing.

6. ASSIGNMENT

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of THE CITY Commissioners.

7. VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Edinburg, Texas.

8. SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and will be treated as confidential by THE CITY.



9. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:

A prospective Proposer must demonstrate and meet the following requirements

- a. A prospective Proposer must affirmatively demonstrate their responsibility.
- b. demonstrate to have adequate financial resources, or the ability to obtain such resources as required;
- c. be able to comply with the required or proposed delivery schedule.
- d. have a satisfactory record of performance.
- e. have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive an award.
- f. THE CITY may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

10. SUCCESSFUL PROPOSER SHALL

Successful Proposer shall defend, indemnify and save harmless the CITY and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against THE CITY growing out of such injury or damages.

11. PROPOSALS/PROPOSERS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

12. TERMINATION OF CONTRACT

- a. This contract shall remain in effect until contract expires, completion and acceptance of services or default. THE CITY reserves the right to terminate the contract immediately in the event the successful Proposer fails to:
 - I. meet delivery or completion schedules, or
 - II. otherwise perform in accordance with the accepted proposal.
- b. Breach of contract or default authorizes the CITY to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.



- c. Either party may terminate this contract with a thirty (30) days' written notice prior to the either party stating cancellation. The successful Proposer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the CITY MANAGER, 415 West UNIVERSITY DR. Edinburg, Texas.

13. PERFORMANCE OF CONTRACT

- a. THE CITY reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the CITY in the event of breach or default or resulting contract award.

14. PURCHASE ORDER

A purchase order(s) shall be generated by THE CITY to the successful Proposer.

15. INVOICES

The invoices shall show:

- 1. Name and address of successful Proposer;
- 2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- 3. THE CITY Purchase Order Number.

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

18. PAYMENT

- a. Payment will be made upon receipt and acceptance by the CITY of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful Proposer is required to pay subcontractors within ten (10) days.

19. OWNERSHIP

- a. All plans, prints, designs, concepts, etc., shall become the property of THE CITY.

20. FUNDING

- a. Funds for payment have been provided through the CITY budget approved by the Edinburg The CITY Council for this fiscal year only.



State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current THE CITY fiscal year shall be subject to budget approval.

SECTION VI.
RFP EVALUATION

RFP EVALUATION: The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the following criteria.

- A. Experience 50 points
- B. Work Performance 20 points
- C. Capacity to Perform 15 points
- D. Edinburg Business 5 points
- E. Proposed Pricing 10 points

ADDITIONAL FACTORS CONSIDERED DURING EVALUATION:

1. STAFFING OF PROJECT TEAM

The firms should provide information on their proposed professional team members, i.e., applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, school districts, law enforcement agencies, TX DOT or other clients as stated in the Request For Proposals (RFP). Similar experience gained through other clients should be substantiated by reference. A list and scope of the various projects for comparative purposes shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

The provider shall designate experienced security staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the CITY. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited



to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY

The RFP should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The proposal shall include the following:

- * Demonstrate an understanding of the scope of services
- * Address appropriate Federal/State/Local regulations and policies
- * Identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, The CITY, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFP should indicate, through past experience of the proposed Team, that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

SECTION VII. **AWARD OF CONTRACT, RESERVATION OF RIGHTS**

Number of Contracts. THE CITY reserves the right to award one, more than one or no contract(s) in response to this RFP.

Advantageous Contract. The Contract, if awarded, will be awarded to the SECURITY CONSULTANT(s) whose Submittal(s) is/are deemed most advantageous to THE CITY, in comportment with Texas Professional Services Procurement Act requirements, and as determined by the selection committee, upon approval of the CITY Council.

Final Selection and The CITY Council Approval. THE CITY may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not



constitute a rejection or alternate RFP on the part of THE CITY. However, final selection of a SECURITY CONSULTANT is subject to THE CITY Council approval.

Remedy of Technical Errors. THE CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. THE CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

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

Insurance and Indemnity. If selected, SECURITY CONSULTANT will be required to comply with the Insurance and Indemnity Requirements established herein.

Independent Contractor. SECURITY CONSULTANT agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that THE CITY shall in no way be responsible for SECURITY CONSULTANT's actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

Purchase Orders, As Needed. Execution of a contract does not obligate the CITY to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the CITY's discretion, as needed, and will be communicated to the SECURITY CONSULTANT through individual Purchase Orders.



**ATTACHMENT I
PROPOSAL PRICING**

<u>Description</u>	<u>Cost Per Hour</u>
1 Armed Guard	\$ _____
2 Unarmed Guard	\$ _____
3 Vehicle / ATV	\$ _____
4 Other: _____	\$ _____

*Hour
Day
Month

* Designate cost either per Hour/Day/Month



**ATTACHMENT II
RFP Rating Sheet**

The CITY Contract No.: _____

Department: _____

Name of Firm: _____

Date of Rating: _____

Evaluator's Name: _____

A. Experience--Rate the Firm on experience in the following areas:

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Has operated for 3 to 5 years.	20	_____
2. Has worked for The CITY	10	_____
3. Has worked at locations that were located in this general region.	10	_____
4. Extent of experience in project area	10	_____
Subtotal, Experience	50	_____

COMMENTS:

B. Work Performance

NOTE: Information necessary to assess the firm on these criteria should be gathered by contacting past/current clients.

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Past performance	10	_____
2. Work product is of high quality	10	_____
Subtotal, Experience	20	_____



COMMENTS:

C. Capacity to Perform

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Staffing Level/Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
Subtotal, Experience	15	_____

COMMENTS:

D. Edinburg Business

Is the firm located in the City of Edinburg? 5 _____

E. Proposed Pricing

Firms proposed pricing 10 _____

TOTAL SCORE

A. Experience	50	_____
B. Work Performance	20	_____
C. Capacity to Perform	15	_____
D. Edinburg Business	5	_____
E. Proposed Pricing	10	_____
Total Score	100	_____



ATTACHEMNT III INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and \$500,000 per occurrence consistent with potential exposure to the CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000) arising out of the services provided to the CITY hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the CITY consistent with potential exposure of the CITY under the Texas Tort Claims Act;
5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.



ATTACHEMNT IV INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for _____, Company/Vendor

Hereby acknowledge the receipt of the CITY’s required insurance limits. Said requirements:

- Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- Will acquire additional amount needed to meet the CITY’s requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- Have already been met (see attached copy of insurance certificate).

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company’s obligation to maintain the appropriate insurance coverage throughout the term of the contract.



THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT V PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

- 1. Licenses: _____
- 2. Bonds: _____
- 3. Certificates: _____
- 4. Permits: _____
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

*** Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

Authorized Signature

Date

Company

Address

The CITY, State, Zip



ATTACHMENT VII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: _____
(full, correct legal name)
2. Address: _____

3. Telephone/Fax: _____
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No____
5. Is your Company authorized and/or licensed to do business in Texas?
Yes____ No____
6. Where is the Company's corporate headquarters located? _____
7. a. Does the Company have an office located in Edinburg, Texas?
Yes____ No____
b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
_____(years) _____(months)
c. State the number of full-time employees at the Edinburg office. _____
8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?
Yes____ No____
b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?
_____(years) _____(months)
c. State the number of full-time employees at the Hidalgo County office. _____



9. Has the Company 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. _____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ()

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Company 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. _____

13. Provide any other names under which your business has operated within the last 10 years.



ATTACHMENT VIII CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity:

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (City Secretary's Office) of the local government no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with City Secretary's Office subject to above instructions.

THIS FORM CAN BE DOWNLOADED FROM AND A COPY MUST ACCOMPANY THE RFP: <http://www.ethics.state.tx.us/forms/CIQ.pdf>



**ATTACHMENT IX
SIGNATURE PAGE**

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name:

Company Address:

City, State, Zip Code:

Historically Underutilized Business (State of Texas) Certification VID

Number: _____

Telephone No. _____ Fax No. _____

Email _____

Print:

Name: _____ Signature: _____

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.



ATTACHMENT X SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	
RFP Rating Sheet (Attachment II in RFP)	
Insurance Requirements (Attachment III in RFP)	
*Project Requirements Acknowledgement (Attachment V in RFP)	
*Insurance Requirement Acknowledgement (Attachment VI in RFP)	
*Litigation Disclosure (Attachment VI in RFP)	
General Questionnaire (Attachment VII in RFP)	
Conflict of Interest (Attachment VIII in RFP)	
*Signature Page (Attachment IX in RFP)	
Submittal Checklist (Attachment X in RFP)	
1 Original* and 3 Copies of Submittal	

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

