



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
 (Departments Approval of Specifications)

TO: Atanacio Gaitan Jr. , Constable Pct. 4

ATTN: Horaldo Sanchez, Chief Deputy

vía email: horaldo.sanchez@co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: March 8, 2016

RE: Approval of Specifications/Requirements for: **Bid No.: 2016-075-00-00-SMA-HIDALGO COUNTY-Security Guard Services**

Please review the current SPECIFICATIONS/REQUIREMENTS and indicate if they meet all your requirements by selecting APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4881.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other (Specify) _____

BUDGET ACCOUNT #: 6-1100-415-00-115-002-0-350

Horaldo Sanchez
 AUTHORIZED SIGNATURE

Horaldo Sanchez 3/11/2016
 PRINT NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than **March 31, 2016 @ 1:00pm**

Enclosures

LOCATION/SITE	TIME	DAYS	HOLIDAYS	UNARMED	ARMED
PARKING LOT SQUARE	6:00A.M-6:00P.M	M-F	NO	1	NO
COURTHOUSE ANNEX# 3	7:00A.M. – 4:00P.M.	M-F	??	1	NO
430 TH DISTRICT COURT	7:30A.M.-5:30P.M.	M-F	??	NO	1
SAN CARLOS	8:00P.M.-7:00A.M.	M-F	YES 24HRS	NO	1
	24HRS	SAT./SUNDAY		NO	1
JURY PARKING	7:00A.M.-3:00P.M.	MONDAYS	NO	1	NO
HIDALGO CO. PCT. 2 4011 S. VETERANS BLVD SAN JUAN, TX	7:00P.M-7:00A.M. 12HR SHIFTS	M-SUNDAY	YES	1	NO
HIDALGO CO. PCT.1 SUNSET	6:00P.M. 6:00A.M. 12HR SHIFTS	M-SUNDAY	YES 24HR SHIFTS	NO	1
HIDALGO CO. PCT.1 DELTA LAKE PARK	2HR SHIFTS ON WEEKDAYS?	4 HRS ON WEEKENDS OR HOLIDAYS	YES	NO	1

Bid No:2016-075-00-00-SMA

Buyer : Sandra Montalvo

Tel. No: (956) 318-2626 ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY

“Security Guard Services”

BID OPENING DATE: Month 00, 2016

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical Address: 2802 S. Business Hwy. 281 -New Administration Building

Mailing/Postal Address: 2812 S. Business Hwy. 281

Edinburg, Texas 78539

956 318-2626



Form HCPD-03

- 1) Sealed bids will be received for "Hidalgo County-"Security Guard Services" in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
- 2) **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: Bid No.:2016-075-00-00-SMA-"Hidalgo County-Security Guard Services" and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MONTH 00 , 2016. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB No.:2016-075-00-00-SMA- Hidalgo County-"Security Guard Services"** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.
- 3) Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
- 4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
- 5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
- 6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
- 7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
- 8) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
- 9) Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of

their bid.

- 10) County reserves the right to accept or reject any or all Bids.
- 11) Costs are to be net F.O.B., County Prepaid.
- 12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
- 13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
- 14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:
Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16) **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - 1) Name and address of successful bidder
 - 2) Name and address of receiving department or official
 - 3) Purchase Order Number (if any)
 - 4) Notation- "**Hidalgo County -"Security Guard Services"**
 - 5) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - 6) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17) **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.

MONTH 00, 2016

Award of Contract

, 2016

Commence Work or Deliver Products

, 2016

18) **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (IF APPLICABLE):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19) **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20) DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as [Exhibit D-1](#), the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to Contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. (WHEN APPLICABLE BY STATUTE). QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFB Project No. (2016-075)**, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandra.montalvo@co.hidalgo.tx.us, Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit “D-2”. This is to inform all prospective Vendors of the new statute (HB 23), becoming effective on September 01, 2015.

FORM CIS IS THE SOLE RESPONSIBILITY OF THE COUNTY. (FORM IS INCLUDED FOR INFORMATION PURPOSE ONLY)- SHOULD YOU HAVE ANY QUESTIONS REGARDING HB23, (FORM CIS) PLEASE DIRECTED YOURSELF AND/OR CONSULT WITH YOUR LEGAL COUNSEL

- 22) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.
- 23) Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
- 24) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
- 25) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
- 26) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
- 27) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
- 28) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, 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 bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide

a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

- 29) Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
- 30) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
- 31) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
- 32) Respondents must provide all documentation requested with this (RFB), Request for Bid, in their response (except for the CIQ form if NON APPLICABLE). Failure to provide this information may result in rejection of the RFB as nonconforming.

Bid
for
HIDALGO COUNTY
“Security Guard Services”
BID NO.:2016-075-00-00-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
Specifications/Requirements
Hidalgo County
"Security Guard Services"
RFB No.: **2016-075-00-00-SMA**

The intention of this "Request for Bids (RFB)" is to obtain the services of a qualified vendor to provide ***Security Guard Officers*** to perform ***Armed and Unarmed Security Services*** at various locations indicated herein for Hidalgo County on an **"as needed basis"**. Services will be required Monday thru Sunday; hours will be determined by Assignee and/or location. Sealed bids will be received until **9:30 A.M., Wednesday, April 00, 2016**. **ANY RFB RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED**

SPECIFICATIONS

- a) **SCOPE OF SERVICES:** Bidder(s) will be required to provide security guard services under direction of Hidalgo County Constable Precinct No. 4- for several locations involved in this project. Security Guard Services will be: Monday-Sunday. Times will be designated by need and location.
- b) **BIDDER(S) RESPONSIBILITY:** Shall furnish all necessary labor, supervision, uniforms, and equipment in accordance with the provision, terms and conditions set forth in RFB.
- c) **POINT OF CONTACT**
(POC) for designation of assignment(s) for Hidalgo County-Security Guard Services will be the following department:
Horaldo Sanchez, Chief Deputy
Hidalgo County Constable Precinct 4
2814 S. Business Hwy. 281
Edinburg, TX 78539
Tel: (956)383-8560
- d) **RESPONDING AND REPORTING:**
Assigned security guard personnel shall respond to emergencies of every variety requiring immediate action or assistance. Assigned security guard personnel shall call for assistance (911) when necessary. Assigned security guard personnel shall report all emergencies to the designated emergency responder(s) as instructed by County department.
- e) **INCIDENT REPORTS:**
Bidder(s) shall furnish a written report for each incident of injury within twenty-four (24) hours of the incident, security and/or law violation to the facility site supervisor and Risk Manager. The bidder(s) shall outline a clear chain of command for the submittal of complaints and shall designate a point of contact (POC) available to Hidalgo County.
- f) **24 HOUR COMMUNICATIONS CAPABILITY:**
Bidder shall maintain a 24-hour communications center.

g) **SECURITY GUARD DUTIES:**

- Monitory admittance of personnel and authorized visitors to County facilities/parking lots.
- Making rounds of inspection to determine that fences, gates, doors and windows are properly closed and/or locked or otherwise properly secured.
- Upon arrival at worksite, security officer(s) are to make contact with a member of Management/Supervisor on duty to announce his/her arrival for duty.
- The security officer(s) are to arrive on time and leave at their scheduled time.
- The security officer(s) are to arrive fully uniformed
- The security officer at the location is to remain mobile throughout the facility/parking lots and make rounds constantly and must be seen going in and out of facility and observing the parking lot
- Report any incidents hazards fire hazards; rubbish accumulations, blocked passageways, faulty equipment, property damage or lights not functioning correctly.
- The security officer(s) must be always be courteous to all cliental, citizens and staff that visit the facility
- The security officer(s) shall follow Safe practices at all times.
 - Watch for slippery conditions
 - Use flashlights in dark areas for visibility
 - Wear ear protection and face shield or masks in hazardous areas.
 - Use handrails and exercise special care when going up or down stairways.
 - Always keep alert, observing everything in sight or hearing
 - Be especially watchful at night for suspicious activity.
- The security officer(s) are to be sure that there are no vehicles parked in the fire or no parking zone and disabled parking space. Any vehicles found in the locations are to be reported.
- Turning light ON and OFF as necessary.
- Investigating unusual or suspicious conditions.
- Preventing trespass on, damage to, or theft of County property.
- Inspecting parking areas.
- Enforcing Security regulations.
- Interacting in a professional manner with the public and/or County Staff.
- Responding to emergencies and/or alarms.
- Screening and documenting County personnel and local authorities when emergencies occur.
- Reporting any dishonest or criminal act committed on County premises by County personnel or other persons.

- Jury –monitor parking lot to prevent unauthorized parking
- Provide security for Hidalgo County Commissioner’s Court

Failure of the security guard to be at his/her designated post at the appropriate time, continuously sitting inside County designated locations/departments and/or his/her personal vehicle and not properly walking in an alert manner the different floors/perimeters of the facilities/grounds, sleeping while on duty, continuously on the phone and/or in depth/lengthy conversations with patrons/staff or others shall be interpreted by the county as a substantial breach of contract by the bidder.

- h) **COOPERATION WITH LAW ENFORCEMENT:** Bidder and assigned security guard personnel shall cooperate with any and/or all law enforcement agency.
- i) **DAILY FIELD ACTIVIY REPORT:** Security guard on each shift at each Hidalgo County facility shall maintain a daily field activity report, summarizing the significant events that occurred during that shift. A copy of such reports shall be delivered to the facility site supervisor upon request.
- j) **ADDITIONAL/REPLACEMENT PERSONNEL:** Bidder shall provide additional personnel upon twenty-four (24) hours advance notice at the contracted rate. Bidder shall assure the County that Bidder will maintain a reasonable number of trained backup personnel ready to assume assignment at Hidalgo County locations upon request by the County. Bidder shall provide certification of any additional personnel or replacement guards prior to assigning such guards to any County facility(ies). The bidder shall be notified by the affected department representative and the Bidder shall be expected to provide a replacement guard within one (1) hour from this notification.
- k) **SCHEDULES:** A normal work schedule shall be Monday through Friday, no less than seven (7) hour shifts. Other schedules may be required by the County in these cases, the selected bidder must meet the County’s needs (more or less than the standard seven (7) hour shift) In addition, weekend days and/or twenty-four, seven day(s) a week schedules may be required by some departments.
- l) **EMERGENCIES:** The County has the option of declaring any needed work to be an emergency. For emergency point of contact, the Bidder shall provide a contact person and a telephone number available twenty-four (24) hours a day, seven (7) days a week. **The Bidder, when (and if) directed to provide an emergency response, shall have staff on-site providing services within two (2) hours of initial notification that services are needed.**
- m) **SHIFTS:** The County of Hidalgo shall expect the assigned security guard to report to their supervisor/home office that they are at their respective posts. Failure of the security guard to call in a timely manner should automatically alert the supervisor/home office of the security guard(s) absence and arrangements should then be made to expediently send a replacement guard.
- n) **DOUBLE SHIFTS:** Contracted security guards shall not work more than twelve (12) hours in any twenty-four (24) hour periods. Similarly, security guards with more than one job shall not accumulate more than twelve (12) working hours in any twenty-four (24) hour period. The County of Hidalgo reserves the right to contract with other agency(ies) if the Service Provider on Contract is not able to meet/satisfy the department(s) immediate need for Security Guard Services.
- o) **EXCESSIVE TURNOVER:** Excessive turnover of guards will not be tolerated and may be cause for termination of the contract.

- p) **USE OF COUNTY EQUIPMENT:** At no time shall assigned personnel use certain facilities, County telephones, County computers, fleet units or other equipment for non-County or personal business without prior approval by the facility site supervisor. Unauthorized use of any County equipment may be cause to terminate the guard from County assignment.
- q) **PERFORMANCE:** Poor performance will not be tolerated. The County reserves the right to refuse or reject any person assigned under the contract either with or without cause. If a person is removed from County facility at the request of the county, that person is not to be re-assigned to another County facility without first advising that facility site supervisor of the person's previous assignment and the reasons for his/her removal.
- Bidder and all security personnel must be licensed by the appropriate state and/or federal agencies. Security personnel must be licensed and trained to carry firearms.
- r) Bidder must assign officers as needed and be prepared to provide replacements during illness, vacations and given meal breaks.
- s) Bidder will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Request for Bids.
- t) Bidder will be ready to commit and activate any or additional security services in an event of an "**Emergency Disaster**" which "Emergency" may include power outages, riots, civil disobedience, etc., and "**Disasters**" will be acts of God such as hurricanes, floods, tornados, etc.

REQUIREMENTS

UNARMED SECURITY OFFICERS: Security officers must have been previously employed as a private security officer, law enforcement officer or member of the US military for a period at least one (1) year prior to assignment to Hidalgo County and provide a copy of officers TPSB license within five (5) days from request by the County.

ARMED SECURITY OFFICERS: Armed Security officers will have the same qualifications as Unarmed Security officers, but will also be licensed by the State of Texas to carry a firearm.

UNDERSTANDING OF THE PROJECT:

Bidder must provide uniformed, armed and unarmed security guard services to ensure an orderly and safe environment at various locations and/or sites throughout Hidalgo County on an as needed basis. **Hidalgo County has the option to add or delete additional sites and/or locations.**

WORK SCHEDULES/LOCATIONS:

Hidalgo County has the option to add or delete additional sites and/or locations.

LOCATION/SITE		TIME	DAYS	HOLIDAYS	Unarmed Security Officer	Armed Security Officer
1.	PARKING LOT SQUARE (courthouse square) 100 N. Closner Edinburg, Tx	6:00am-6:00pm	Mon-Fri	NO	1	NO
2.	COURTHOUSE ANNEX #3 (aka Old Administration Bldg) 100 E.Cano Edinburg, Tx	7:00am-4:00pm	Mon-Fri	NO	1	NO
3.	430TH DISTRICT COURT (Hon. Israel Ramon, Jr) parking lot 111 S. 9 th street Edinburg, Tx	7:00am-6:00pm	Mon-Fri	NO	NO	1
4.	SAN CARLOS WAREHOUSE E. 17 & 6 th Street San Carlos TX	8:00pm-7:00am 24 hrs	Mon-Fri Sat-Sun	yes 24/hr	NO	1
5.	JURY PARKING (Courthouse square)	7:00am-3:00pm	Mondays	NO	1	NO
6.	HIDALGO COUNTY PCT 1 (Sunset) 13266 Mile 1 1/2 West Mercedes, TX 78570	6:00pm-6:00am 12 hour shifts	Mon-Sun	YES 24 HR SHIFTS	NO	1
7.	HIDALGO COUNTY PCT 1 (Delta Lake Park) 28312 FM 88 Edcouch, TX 78537	2 hr shifts on weekdays	4 hrs on weekends or holidays	YES	NO	1
8.	HIDALGO COUNTY PCT 2 (Field Operation Facility) 4011 S. Veterans Blvd. San Juan, Tx	7:00pm-7:00am 12 hrs shift	Mon-Sun	YES	1	NO

LICENSE AND PERMITS: The Bidder shall be a company engaged in the business of providing security guard service for a minimum of five (5) year. Bidder must be an agency licensed and bonded by the proper authority in the State of Texas that regulated this type of work and shall be in good standing with the Private Security Bureau of the Texas Department of Public Safety and having current licenses and permits for all security guard personnel as mandated by local, state, and federal requirements. Bidder must submit satisfactory proof of their necessary licensing and bonding to certify that their agency is in good standing with State authority. It shall be the responsibility of the Bidder to meet all applicable federal and/or state laws and safety requirements while engaged in providing security guard services to any designated County facility.

BIDDER SHALL BE REQUIRED TO PROVIDE PROOF OF PROPER LICENSING FOR ALL SECURITY GUARDS TO BE ASSIGNED TO PROVIDE SECURITY GUARD SERVICE TO THE COUNTY OF HIDALGO.

INSURANCE REQUIREMENTS:

Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in:
Insurance Requirements: See Exhibit "C" attached hereto.

SECURITY OFFICERS:

Must have current licenses and permits as mandated by local, state and federal requirements.

RULES OF CONDUCT:

The security officer(s) is to display a professional manner at all times without exception. Exercise courtesy, tact and diplomacy in daily contact with the public and staff.

UNIFORMS AND EQUIPMENT:

Bidder shall provide uniforms to employees who are assigned to work on the contract at no additional expense to the County.

BID RATE:

Bidder submitted shall be on a **“PER HOURLY RATE PER DAY”** for armed and unarmed security officers.

PAYMENT:

Each Guard reporting for duty shall be required to clock in at time of arrival and is required to clock out at time of departure. Bidder shall be required to invoice each individual department on a weekly basis.

All time sheets shall be turned in once (1) a week, the selected bidder shall only be compensated for confirmed (actual) hours worked. All invoices along with properly documented time sheets shall be turned in every Monday.

PROCESSING TIME FOR PAYMENT:

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

PAST PERFORMANCE:

Past performance will be a factor that the County of Hidalgo will take into consideration in this RFB.

FAILURE TO PROVIDE SERVICES:

Bidders are advised that failure to provide the services within time frame(s) allowed (after receipt of order for service by fax, mail, email or by telephone order), shall be ground for termination of contract. In the case of termination, written notice shall be given to the successful bidder and complete contract shall be terminated.

METHOD OF AWARD

Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. Vendors must submit the following:

1. Per Hourly Rate Per Day on bid page.
2. Insurance Certification;
3. Ability to meet all requirements of the bid;
4. Competence, knowledge and experience of the security officers that will be providing the services.

Hidalgo County reserves the right to reject any bids which does not provide satisfactory evidence of state licensing of Contractor and evidence of Contractor’s status as a bonded provider of security services.

GENERAL TERMS AND CONDITIONS


- 1) The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.
- 2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.
- 3) The successful bidder may not subcontract the award without the written consent of the commissioners' Court of Hidalgo County.
- 4) Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
- 5) Hidalgo County reserves the right to award this contract to more than one (1) vendor at the County's discretion.
- 6) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

ADDITIONAL INFORMATION:

- 1) Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
- 2) **ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than, Wednesday, March 00, 2016 by 5:00 P.M. Reponses to said inquires will be sent to all applicants via facsimile or via e-mail by no later than, Friday, March 00, 2016, by 5:00 P.M.**
- 3) **All cost and expenses associated with the preparation and submission of (bids, proposals, and statements of qualifications) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

RE: Reveiw & Approve as to form-Draft-(Procurement Process)-Security Guard Services -Hidalgo Co.**From :** Steve Crain <scrain@atlashall.com>

Thu, Mar 17, 2016 01:26 PM

Subject : RE: Reveiw & Approve as to form-Draft-(Procurement Process)-Security Guard Services -Hidalgo Co.  1 attachment**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The revised contract is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]**Sent:** Thursday, March 17, 2016 1:28 PM**To:** Steve Crain <scrain@atlashall.com>**Subject:** Re: Reveiw & Approve as to form-Draft-(Procurement Process)-Security Guard Services -Hidalgo Co.

Mr. Crain-

Review and approve as to form now with "revision" as advised.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager*Hidalgo County Purchasing Department**2812 South Business Highway 281**Edinburg, Texas 78539**P(956) 318-2626 F(956) 318-2629**Email: leticia.saenz@co.hidalgo.tx.us* ...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>**To:** "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>**Sent:** Thursday, March 17, 2016 12:54:35 PM**Subject:** RE: Reveiw & Approve as to form-Draft-(Procurement Process)-Security Guard Services -Hidalgo Co.

In numbered paragraph 1 change the fifth word "agrees" to "agree".

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]**Sent:** Thursday, March 17, 2016 12:13 PM**To:** Steve Crain <scrain@atlashall.com>**Cc:** Marynel Trevino <mntrevino@atlashall.com>; Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>; Martha Salazar <martha.salazar@co.hidalgo.tx.us>**Subject:** Reveiw & Approve as to form-Draft-(Procurement Process)-Security Guard Services -Hidalgo Co.

Good afternoon, Mr. Crain-

Please Review and approve as to form "**draft**" agreement (attached hereto) for the purposes of the [**procurement process**] only for: **Security Guard Services** for **Hidalgo County**.

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager

Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-075-00-00

THIS CONTRACT is made and entered into this ___ day of _____, **2016**
by and between the **County of Hidalgo, Texas** ("County") and _____
("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for:
"SECURITY GUARD SERVICES" (on an as needed basis) (the "Services"); and

WHEREAS, Company submitted a sealed bid to provide services in accordance with Exhibit
"A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and
incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the
Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB)
Procurement Packet, the Commissioners Court of County awarded the sealed bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration
of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to
provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any
duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this
Contract, and shall be obligated to render and provide the Services in accordance with the
Specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within

Hidalgo County following a request for Services by the **Hidalgo County**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on _____, **2016** and expiring on _____, **2017** and may be extended at the sole discretion of the County for an additional two (2) one (1) year periods under the same rates, terms and conditions. County also reserves the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable

against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 302 West University Drive Edinburg, Texas 78539
---------------	---

If to Company: _____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Contract contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _day of _____, 2016.

Approved by Commissioner's Court: _____, 2016.

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

COMPANY:

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
VENDOR'S BID PRICE

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT