

EXHIBIT A
Requirements

REQUEST FOR PROPOSAL w/Qualifications

HIDALGO COUNTY

“Security Guard Services”

RFP/Q NO: 2020-059-04-01-YZV

Hidalgo County (“County”) is seeking proposals from highly-qualified Security Guard Service (contractor(s) to provide armed and unarmed security services at several locations throughout the County of Hidalgo. This solicitation sets forth, at a minimum, the scope of work, qualifications, terms, conditions, and requirement to be considered for this solicitation. The County will select the Proposal that offers the “best value” based on the published selection criteria and on its ranking evaluation of submitted proposals.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, April 01, 2020.** ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

SECTION I **GENERAL TERMS AND CONDITIONS**

ADDITIONAL INFORMATION:

Hidalgo County requires that “Request for Proposals” be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:

Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

All costs and expenses associated with the preparation and submission of (proposals) shall be the responsibility of the Responder/proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP/Q must submit a signed Proposer's Affidavit (attached herein in **Exhibit H**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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 TRANSMISSION OF PROPOSALS:

Hidalgo County's Purchasing 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. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County 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 Proposal (RFP) packet and to notify the Purchasing 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 Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering the RFP, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

RFP QUESTIONS AND ANSWERS:

Any protest(s) or question(s) regarding the requirements procedures must be received in the Purchasing Department **via e-mail: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN March 23, 2020 at 5:00 p.m.** Responses will be sent to all applicants VIA EMAIL by **Wednesday, March 025 2020 at 5:00 p.m.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

TERM OF CONTRACT:

The term of this RFP will be for a period of one (1) year period with the County's sole discretion to extend the contract for an additional two (2) additional one (1) year terms (under the same rates/fees, terms and conditions.)

Hidalgo County reserves the right to continue this RFP/pool for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and one (1) copy and three (3) USB'S/CD'S.**

DAVIS BACON ACT: (IF APPLICABLE)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II

RFP REQUIREMENTS

SCOPE OF SERVICE:

Hidalgo County (“County”) is seeking proposals from highly-qualified Security Guard Service (contractor(s) to provide armed and unarmed security services at several locations throughout the County of Hidalgo. This solicitation sets forth, at a minimum, the qualifications, scope of work, specifications, terms, conditions, and requirement to be considered for this solicitation. The County will select the Proposal that offers the “best value” based on the published selection criteria and on its ranking evaluation of submitted proposals.

RESPONDENT(S) REQUIREMENTS:

Respondent(s) shall provide commissioned (armed) and non-commissioned (unarmed) security guard services to include supervision, uniforms, and equipment requested to perform all necessary security related functions required to protect county patrons, employee’s and property. The objective of these services will be to safeguard the life and all County property, employees, visitors and associates who enter Hidalgo County facilities.

Respondent must provide uniforms to employees who are assigned to work on the contract at no additional expense to the County. Uniforms shall identify the company by badge or company logo. The employee’s name will be affixed to the uniform either by name tag or sewn to uniform. Security Guards will be in full uniform while on duty. Uniforms must be clean and well maintained at all times.

Respondent must provide each guard post with two-way radio contact with a dispatcher provided by the successful respondent.

Respondent must provide guard with firearms, handcuffs, flashlights, mobile/portable radios, raingear, and log sheets.

Respondent shall have available to utilize in providing services an acceptable type of Activity Tracking/Documenting System that includes reporting day, time of arrival, periodically check-ins by security officer every _____ minutes/hours, and time of departure. Reports generated by system will be provided to County as supplemental documentation with invoices every month.

Respondent must verify that potential security guard personnel are authorized to work in the United States and have appropriate work authorizations; must pass required background checks. Personnel are not eligible for a security clearance if the person has been convicted of a felony: a Class A misdemeanor; a class B misdemeanor offense within the last five (5) years; or is currently out on bond pending criminal charges on class B or higher.

Contractors shall have results of background checks available for review upon request by the County.

24-HOUR COMMUNICATIONS CAPABILITY

A communication center shall be maintained twenty-four (24) hours a day.

TRAINING:

Respondent(s) are responsible for training all guards in security procedures; techniques and familiarization of building patrol routes and assigned duties prior to being assigned to a post. Personnel manning entrance ways where there is limited access will undergo extensive training on the operation of metal detectors and x-ray machines.

COUNTY SUPPLIED EQUIPMENT:

County will provide metal detectors, wands and x-ray machines, required to perform security guard duties. Successful respondent employees must exercise care when using County furnished equipment and will be responsible for any abuse by its employees.

****ON SITE VISITS:**

Hidalgo County personnel/staff will periodically make unannounced site visits (spot checks) at locations being serviced.

****CONTRACT/RFP COMPLIANCE:**

Hidalgo County expects full compliance with all terms, and conditions outlined in this Contract/RFP. It is imperative that all respondents' employees realize the importance of reporting to duty in a timely manner and while on duty their responsibility to ensure that all posts orders are strictly followed. Therefore, in the event the successful respondents employees *report late, are a no show, are caught napping or away from assigned area* the County will be charged for liquidated damages.

The successful respondent shall be responsible for damages caused by a post that is unmanned. As part of consideration for the awarding of the awarded contract, liquidated damages will be charged at the rate of \$ _____ per hour for every hour or part of the hour the post is unmanned. Liquidated damage will be assessed when the security company and County meet when concern is brought up to access the situation of unmanned post. The County and the successful respondent shall agree that the liquidated damages rate is reasonable and that the payment by Respondent of Liquidated Damages is in lieu of actual damages for failure to provide a guard for a post and is not assessed as a penalty. In consideration thereof, the successful respondent waives any defense as to the validity of any Liquidated Damages agreed to herein as they may appear on the grounds that such Liquidated Damages from payment. Any deductions made in accordance with this clause shall not relieve the successful respondent from providing proper manning. The damages are intended for relatively minor cases of non-performance and in no way limits Hidalgo County to further rights and remedies expressed or implied under this RFP and subsequent negotiated contract.

LICENSE AND PERMITS

Respondent 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. Respondent 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 Respondent to meet all applicable federal and/or state laws and safety requirements while engaged in providing security guard services to any designated County facility.

The respondent(s) must submit information on all security guard personnel /employees to be assigned under the awarded contract. To include all License of all potential security guard personnel.

REFERENCES:

Respondent(s) will provide three (3) Texas client references (preferably public entities).

MINIMUM YEARS OF SERVICE:

Respondents shall be regularly and continuously engaged in the business of providing armed and unarmed security guard services for a minimum of five (5) years.

COUNTY POINT OF CONTACT (POC): (?)

The County POC for designation of assignment(s) for "Security Guard Services" will be the following department and personnel.

SUPERVISION AND PERSONNEL REQUIREMENTS:

The successful respondent to this RFP shall be responsible for the daily supervision of all assigned security guard personnel. The successful respondent supervisory personnel are in charge of work under the awarded contract and must be qualified and have a minimum of two (2) years of successful security experience in an administrative and supervisory capacity.

SUPERVISOR: The supervisor oversees the activities of security guard personnel and assist in coordination the security needs of all the properties through the instruction of the POC. SUPERVISOR must be commissioned/non commissioned. SUPERVISOR must be licensed to train all security guard personnel in security procedures; techniques and familiarization of building patrol routes and assigned duties prior to being assigned to a post.

Security guard personnel assigned to County building entrance ways, which screen access, will undergo extensive training on the operation of metal detectors and ex-ray machines.

COMMISSIONED (ARMED) SECURITY GUARD PERSONNEL: Texas Commission On Law Enforcement licensed security guard personnel must have been previously employed as a private security officer, law enforcement officer or member of the US military for a period of at least one (2) year prior to assignment to Hidalgo County. Armed Security Guard personnel will be licensed by the State of Texas to carry a firearm.

NON-COMMISSIONED (UN-ARMED) SECURITY GUARD PERSONNEL: Non-licensed security guard personnel must have been previously employed as a private security officer, law enforcement officer or member of the US military for a period of at least one (1) year prior to assignment to Hidalgo County.

SECURITY GUARD (ARMED AND UNARMED) DUTIES/SCOPE OF WORK:

- 1) 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.
- 2) The security guard personnel are to arrive on time and leave at their scheduled time.
- 3) The security guard personnel are to arrive fully uniformed.
- 4) Monitor admittance of County employees and public visitors to County facilities/parking lots.
- 5) Making rounds of inspection to determine that fences, gates, doors and windows are properly closed and/or locked or otherwise properly secured.
- 6) The security guard personnel 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
- 7) Report any incidents hazards fire hazards; rubbish accumulations, blocked passageways, faulty equipment, property damage or lights not functioning correctly.
- 8) The security guard personnel must be courteous, and respectful to all County employees, and public visitors that visit the County facility/parking lots.
- 9) The security guard personnel shall follow work site safety 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.
- 10) The security guard personnel are must ensure 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.
 - 11) Turning light ON and OFF as necessary.
 - 12) Investigating unusual or suspicious conditions.
 - 13) Preventing trespass on, damage to, or theft of County property.
 - 14) Inspecting parking areas.
 - 15) Enforcing security regulations.
 - 16) Interacting in a courteous and respectful manner with the all County employees, and public visitors.
 - 17) Responding to emergencies and/or alarms.
 - 18) Screening and documenting County employees and local authorities when emergencies occur.
 - 19) Reporting any dishonest or criminal act committed on County premises by County employees or public visitors.
 - 20) Monitor Jury designated parking areas, and prevent unauthorized parking
 - 21) Provide security for Hidalgo County Commissioners Court meetings.

Security guard personnel conduct, including but not limited to the following examples, may be considered a material breach of this contract, and may affect the term of the contract and/or provide cause for termination: Failure of the security guard personnel to be at his/her designated post at the appropriate time; continuously sitting inside County designated locations/departments and/or his/her personal vehicle; not properly physically checking different floors/perimeters of the facilities/grounds;. sleeping while on duty; continuously on the phone.

COOPERATION WITH LAW ENFORCEMENT:

Respondent(s) and assigned security guard personnel shall cooperate with any and/or all law enforcement agencies.

INCIDENT, ACCIDENT, AND DAILY FIELD ACTIVITY REPORT:

Each post will maintain a log sheet to document all incidents which occurred during each shift. An access roster will also be maintained to identify all individuals entering and exiting facilities after normal duty hours. All log sheets and incident reports must be neat and legible and in sufficient detail to identify the time, location and action taken. 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.

ADDITIONAL/REPLACEMENT PERSONNEL:

Respondent(s) shall provide additional security guard personnel upon twenty-four (24) hours advance notice at the contracted rate. Respondent(s) shall assure the County that Respondent will maintain a reasonable number of trained backup personnel ready to assume assignment at Hidalgo County locations upon request by the County. Respondent shall provide certification of any additional personnel or replacement security guards prior to assigning such guards to any County facility. The affected department representative shall

notify the respondent and the Respondent is expected to provide a replacement guard within one (1) hour from this notification.

RULES OF CONDUCT:

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

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 Responder 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.

EMERGENCIES:

The County has the option of declaring any needed work to be an emergency. For emergency point of contact, the Responder shall provide a contact person and a telephone number available twenty-four (24) hours a day, seven (7) days a week. **The Responder, 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.**

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 personnel to call in a timely manner should automatically alert the supervisor/home office of the security guard personnel absence and arrangements should then be made to expediently send a replacement guard.

DOUBLE SHIFTS:

Contracted security guard personnel shall not work more than twelve (12) hours in any twenty-four (24) hour periods. Similarly, guards with more than one employer and/or assignment 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.

EXCESSIVE TURNOVER:

Excessive turnover of guards shall be discouraged, will not be tolerated and may affect the term of the contract and/or provide cause for termination .

FINANCIAL RESPONSIBILITY:

The successful Respondent will shall demonstrate financial responsibility for providing all labor, uniforms, badges, equipment, materials, supplies, training, drug and alcohol testing requirements, supervision and management for the performance of the awarded contract.

PATROL UNIT:

If a vehicle is requested by County for a guard to patrol a County location, the successful respondent may charge County an hourly rate for the provided vehicle. The hourly cost to the County must be identified in the proposal.

WORK SCHEDULES AND LOCATIONS:

Locations and services may vary during the term of this contract. Hidalgo County shall determine exact locations, guard levels for specific locations, hours/shifts or select security guard personnel (armed or unarmed), standing order for specific location and operational details shall be determined by Hidalgo County and are subject to revision as necessary. The quantities and locations listed in the Service Location/Site Table reflect current sites, which may increase and/or decrease.

The County reserves the right to add or remove facilities from this Contract, or adjust schedule, with

reasonable prior written notice. There may be instances when the County will request the addition or removal of security guards due to emergency situations or special events.

Location/Site	Hours	Days	Time	Unarmed Security Officer	Armed Security Officer
Parking Lot Square (courthouse square) 100 N. Closner Edinburg, TX	11:15 Hrs	Mon – Fri	6:45 am-6 pm	1	
	12 Hrs	Mon – Fri	7 am – 7 pm	2	
Courthouse Annex #3 (aka Old Admin Bldg) 100 N. Closner Edinburg, TX	8 Hrs	Mon – Fri	7 am – 4 pm	1	
	8 Hrs	Mon – Fri	8 am – 5 pm.	2	
430 th District Court (Hon. Israel Ramon, Jr.) parking lot 111 S. 9 th Street Edinburg, TX	11 Hrs	Mon – Fri	7 am – 6 pm		1
	8 Hrs	Mon – Fri	8 am – 5 pm.	1	
*San Carlos Warehouse E.17 th & 6 th Street San Carlos, TX	11Hrs	Mon – Fri	8 pm – 7 am	1	
	24 Hrs	Sat – Sun	24 Hrs	1	
*Precinct #1 – Weslaco/Mercedes Area Sunset Building 13266 Mile 1 ½ W. (Mile 11N & Mile 1 ½ W)	12 Hrs	Mon – Fri	6 pm – 6 am		1
	24	Sat – Sun	24 Hrs		1
Hidalgo County – Adult Probation 3100 S. Business Hwy 281 Edinburg, TX	12 Hrs	Mon - Fri	7:30 am – 7:30 pm		1
Main Courthouse 100 N. Closner Edinburg, TX	8 Hrs	Mon – Fri	7:30am-4:30 pm	2	
	8 Hrs	Mon – Fri	8 am-5 pm	2	

* Holidays – need service 24/7- 365 days a year.

FEE SCHEDULE:

Respondent(s) must provide a fix hourly rate for armed and un-armed security guard personnel, including any additional costs for the requested services. No increases in fees will be allowed for night hours, weekend hours, special events, or schedule changes. An hourly fee for patrol unit if requested by the County must be included.

SECTION III

SELECTION, EVALUATION AND AWARD

The Evaluation system consists of a 100-point system. However, after the 100 point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms by requesting a presentation.

Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the Proposals received in response to this Hidalgo County request.

After the RFP/Q's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit "B") section of the RFP.

NEGOTIATION PROCESS:

The number one ranked proposal will be contacted to submit a "Best and Final Offer" (BAFO). If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked respondent to open negotiations. The County reserves the right to reject and all RFP's.

TERMINATION OF SERVICES:

Any contract awarded to a qualified respondent will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) days written notice prior to cancellation.