



REQUEST FOR PROPOSAL

FOR

ARMED CAMPUS SECURITY PATROL SERVICE

TEXAS STATE TECHNICAL COLLEGE MARSHALL

RFP No.: 719-11/12-021

SUBMITTAL DUE DATE: August 15, 2012, Wednesday at 2:00PM Central Standard Time

Prepared By:  
Eloise H. Reed  
Director of Procurement Services – CTPM  
Texas State Technical College Marshall  
Administration Building  
2650 East End Blvd. South  
Marshall, Texas 75672  
Phone: 903-923-3222 Fax: 903-923-3270/3276  
eloise.reed@tstc.edu

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## 1. General Information

### 1.1 Purpose of the Request for Competitive Sealed Proposal

Texas State Technical College Marshall (“TSTCM”) is soliciting Competitive Sealed Proposals (“Proposals”) for selection of a Respondent to provide armed security patrol services for the main campus buildings of TSTCM (“Project”), in accordance with the terms and conditions set forth in this Request for Competitive Sealed Proposals (“RFP”). This RFP and the Respondent’s submission will be referenced and form part of the Contract Purchase Order issued to the successful Respondent.

### 1.2 Submission of Proposal

Pursuant to the provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121-2158.127, sealed proposals will be received until the date and time established for receipt. After, receipt, only the names of respondents will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

*TSTCM will receive Proposals and HUB Subcontracting Plan (HSP) until August 15, 2012 at 2:00PM central standard time. Proposal must be time-stamped by TSTCM before the hour and date specified. Proposals that are received late will be returned to the respondent unopened.*

Proposal will not be received by telephone, fax, or email. Proposal will only be received at the location described below:

Eloise H. Reed, Director of Procurement Services – CTPM  
Texas State Technical College Marshall, Administration Building  
2650 East End Blvd. South  
Marshall, Texas 75672

**Submit one (1) original and five (5) copies of the Proposal and all of its contents.** The original Proposal should contain the mark “original” on the Proposal Cover Page.

Proposal must be enclosed in a sealed envelope (box or container) addressed as described above. The envelope must clearly identify the RFP number, submittal due date, and the name and return address of the respondent. Proposal and any other information submitted by respondents in response to this RFP shall become the property of the TSTCM.

Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposal. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP, or irregularities of any kind are subject to rejection.

Properly submitted Proposals will be opened publicly and the names of the respondents will be read aloud. Proposal cannot be altered or amended after opening time. Proposal cannot be withdrawn after opening time without written approval by TSTCM based on a written request to withdraw.

By submitting a Proposal in response to this RFP, Respondent acknowledges and accepts the evaluation process and that determination of the “best value” will require subjective judgments by TSTCM.

### 1.3 Key Events Schedule

Issuance of RFP	Friday, July 20, 2012
Deadline for Submittal of Questions HSP and Submittal Deadline	Tuesday, August 7, 2012, 10:30 a.m. <b>2:00 p.m. Central Prevailing Time on Wednesday, August 15, 2012</b>
Proposal Opening	Wednesday, August 15, 2012, 2:30 p.m.
Est. Contract Award	Tuesday, September 4, 2012

### 1.4 Inspection of Campuses

Respondents may contact Eloise Reed, Director of Procurement Services, at [eloise.reed@tstc.edu](mailto:eloise.reed@tstc.edu) **and** Brett Bright, Vice President of Student Services, at [brett.bright@tstc.edu](mailto:brett.bright@tstc.edu) if an inspection of the campuses is needed prior to Proposal submittal.

### 1.5 Clarifications and Interpretations

All questions regarding this RFP must be submitted in writing to Eloise Reed, Director of Procurement Services, at [eloise.reed@tstc.edu](mailto:eloise.reed@tstc.edu) by **August 7, 2012 at 10:30AM**. Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTCM as an addendum. All such addenda are issued by TSTCM before the Proposal are due as part of the RFP and respondents shall acknowledge receipt of each addendum to the RFP in its Proposal.

Respondents obtaining this RFP are responsible for notifying TSTCM that they are in receipt of this RFP and intend to respond. Please send the respondent's name, contact person, address, phone number, fax number, and email to Eloise Reed, Director of Procurement Services, at [eloise.reed@tstc.edu](mailto:eloise.reed@tstc.edu). This information is required in the event addenda are issued. It is the responsibility of all respondents to obtain addenda in a timely manner. Respondents shall acknowledge receipt of each addendum to the RFP in the Proposal.

### 1.6 Proposal Evaluation Process

TSTCM may select the Proposal that offers the "best value" for the institution based on the published selection criteria and on its ranking evaluation. TSTCM may first attempt to negotiate a contract with the selected respondent. TSTCM may discuss with the selected respondent options for a scope or time modification and any price change associated with the modification. If TSTCM is unable to reach a contract with the selected respondent, TSTCM may formally end negotiations with that respondent and proceed to the next "best value" respondent in the order of the selection ranking until a contract is reached or all Proposals are rejected. TSTCM is not obligated to select the Respondent offering the most attractive economic terms if that Respondent is not the most advantageous to TSTCM overall, as determined by TSTCM.

### 1.7 Historically Underutilized Businesses Submittal Requirements

It is the policy of TSTCM to promote full and equal opportunities for the contracting and subcontracting of Historically Underutilized Businesses (HUB) in accordance with *Texas Government Code*, Chapter 2161. This Chapter applies to all contracts for the purchase of goods and/or services with an expected value of \$100,000 or more.

A HUB Subcontracting Plan Form (Included as Separate Attachment) must be filled out and returned with the Proposal to be considered responsive. If the Proposal does not include a HUB Subcontracting Plan, it shall be rejected as a material failure to comply with advertised specifications.

Any probable subcontracting opportunities are identified below. This list should not be considered a

mandatory or an exhaustive list. Other areas of subcontracting may be more appropriate given the Respondent's business structure and internal resources. Please see the attached HUB Subcontracting Plan for further instructions which require vendors to identify the specific areas intended for subcontracting.

*All Respondents (HUB or Non-HUB) are required to comply.*

<b>Class</b>	<b>Item</b>	<b>Description</b>
080	10	Photo Id Badge
080	15	Metal Name Plate Badge
200	16	Cold Weather Jacket
200	44	Trousers
200	70	Shirts
200	78	Sweater
200	85-88	Police Uniforms
201	30	Cap
201	37	Should Patch
201	40	Leather Gloves
201	65	Rain Gear
450	06	Flashlight Batteries
450	31	Flashlight
570	32	Key Stock, All Sizes
680	04	Ammunition
680	08	Body Armor
680	12	Police Belts
680	20	Baton
680	35	Approved Chemical Agents (Mace, Etc.)
680	52	Firearms
680	60	Handcuffs
680	62	Thunder Type Whistle
725	27	High Frequency Radio (SSB), Mobile and Base
725	45	Pagers, Radio (Including Parts and Accessories)
725	82	Two-Way Radio Supplies, Parts, and Accessories
800	08	Leather Boots
800	72	Shoes

Search the State of Texas HUB Database for HUB vendors by the NIGP class and item at: <http://www2.cpa.state.tx.us/cmbl/hubonly.html>

Additional minority and women owned business association resources are available for subcontracting notices at:

<http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>

Additional information and training regarding how to complete a HUB Sub-Contracting Plan can be found on the CPA Website at the following link:

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

### 1.8 Subcontracting Approval

The Respondent shall perform the Contract with its own resources and those subcontractors identified in the Respondent's HUB Subcontracting Plan. In the event that the Respondent should determine that it is necessary or expedient to execute additional or alternative subcontracts for any of the performances under the Contract, the Respondent shall submit a revised HUB Subcontracting Plan for prior approval before

executing any subcontracts.

In any subcontracts entered into by Contractor for the performance of the work, Contractor shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to Contractor by the terms of the contract between Contractor and TSTCM and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the contract between Contractor and TSTCM, assumes toward TSTCM. The Respondent shall also transmit to TSTCM for review and prior TSTCM approval a true copy of the subcontract it proposes to execute with a subcontractor.

The Respondent shall manage all quality and performance, project management, and schedules for subcontractors. The Respondent shall be held solely responsible and accountable for the completion of all work for which the Respondent has subcontracted.

#### 1.9 Exceptions to RFP

The Respondent shall explicitly set forth in this section any assumptions regarding, or exceptions to, any part of this RFP, including the Attachments, noting the specific RFP section number or Attachment Letter. If there are no exceptions, the Respondent shall explicitly state that the Respondent takes no exception to any part of this RFP. **Any exception may result in this RFP not being awarded to the Respondent.**

*No Exceptions*

Section	Section Title	Exception	Proposed Language

#### 1.10 Bidding Requirements

Proposal prices must be firm for TSTCM acceptance for 120 days from the submittal due date and the RFP Document Submission shall be irrevocable from the close of the call until acceptance by TSTCM or the passage of a period of 120 days, whichever shall occur first.

#### 1.11 No Reimbursement for Costs

Respondent acknowledges and accepts that any costs incurred from Respondent's participation in this RFP process shall be at the sole risk and responsibility of the Respondent.

#### 1.12 Taxes

TSTCM is exempt from taxes pursuant to the provisions of the *Texas Tax Code*, Chapter 151. Do not include tax in the Proposal. Excise Tax Exemption Certificates are available upon request.

#### 1.13 Reservation of Rights

TSTCM may evaluate the Proposal based on the anticipated completion of all or any portion of the Project. TSTCM reserves the right to divide the Project into multiple parts, to reject any and all Proposals

and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. TSTCM makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

#### 1.14 Texas Public Information Act

All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed. TSTCM strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

#### 1.15 Equal Opportunity

The Respondent must be an equal opportunity employer. No person shall be discriminated against in employment because of race, color, religion, gender, national origin, disability, or age.

#### 1.16 Accuracy of Information

TSTCM and its officers, directors, employees and agents assume no responsibility for the accuracy of the information in this document. Should dispute arise regarding the meaning or intent of the Contract Documents, the decision of the TSTCM shall be final and binding upon the Contractor.

#### 1.17 Contract Award, Initial Term, Renewal Options, and Termination

A response to this RFP is an offer to contract based upon the terms, conditions and specifications contained herein or, in the sole discretion of TSTCM, terms and conditions substantially similar to those contained herein will constitute and govern any contract that results from this RFP.

The initial term of the contract will begin on October 1, 2012 or upon date of award with executed contract and end on August 31, 2013. TSTCM shall have the option to renew the contract for up to two additional one year terms.

TSTCM reserves the right to terminate the Contract upon giving seven (7) days written notice to the Contractor in the event of the Contractor:

- a. Neglecting or failing to provide the services properly or diligently.
- b. Refusing or failing to supply enough properly skilled workers or proper materials.
- c. Persistently disregarding laws or ordinances or the instructions of TSTCM, and, the Contractor fails to rectify or correct the default or delay after notice from TSTCM.

#### 1.18 Invoices

Original invoices must be submitted monthly in connection with all payments. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments; Name and address of the Respondent, Respondent's invoice remittance address, Purchase order number authorizing the services, and Detailed breakdown of monthly total price for services to include operating expense plus labor for man-hours worked including, as applicable, the time period, guard's individual hours, signed time sheets as supporting documentation, and any other related documentation to show proof of hours documented for payment.

Invoices should be received no later than the (15) fifteenth day of every month. Each invoice is subject to

review and approval by TSTCM before payment will be processed. Normal payment processing time for services which have been completed, delivered to, and approved by TSTCM is thirty (30) calendar days after receipt of a valid, uncontested invoice. TSTCM will incur no penalty for late payment if payment is made in thirty (30) or fewer days from receipt of goods or services and an uncontested invoice. Payments shall be made consistent with Chapter 2251, Texas Government Code.

Any invoice that does not comply with the minimum requirements stated above may not be considered valid and may be subject to rejection and/or return to the contractor.

Invoices shall be submitted by mail to:  
Texas State Technical College  
Accounts Payable Section  
P.O. Box 1269  
Marshall, Texas 75671-1269

#### 1.19 Insurance

Contractor will obtain and maintain in force for the duration of the contract and any extensions thereof, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain at their sole expense the following insurance coverage for the duration of the contract, in at least the amounts specified:

- i. Workers Compensation: Statutory Limits
- ii. Employer's Liability: \$1,000,000 per accident and employee
- iii. Commercial General Liability (including contractual liability): \$2,000,000 per occurrence
- iv. Product/Completed Ops: \$2,000,000 aggregate
- v. Auto Liability: \$1,000,000 combined single limit
- vi. All other insurance required by state or federal law

All policies (except Workers' Compensation) shall name TSTCM as an Additional Insured. A Waiver of Subrogation in favor of TSTCM and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to TSTCM prior to commencement of any services under the contract. If a policy contains deductible provisions, Contractor shall be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against TSTCM, its agents, employees or representatives.

CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT TSTCM DOES NOT MAINTAIN AND WILL NOT OBTAIN INSURANCE OF ANY TYPE TO PROTECT CONTRACTOR AGAINST ANY LOSS, DAMAGE OR INJURY THAT MAY IN ANY WAY RESULT FROM CONTRACTOR'S PERFORMANCE OF THE SERVICES.

#### 1.20 Indemnification

THE CONTRACTOR FOR ITSELF, ITS SUCCESSORS, SERVANTS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUBCONTRACTORS AND ASSIGNS SHALL AT ALL TIMES INDEMNIFY AND HOLD HARMLESS TSTCM, ITS OFFICERS, DIRECTORS, SUCCESSORS, ASSIGNS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, LEGAL FEES AND DISBURSEMENTS AND OBLIGATIONS OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, IN LAW OR IN EQUITY, WHETHER BASED UPON, OCCASIONED BY, ARISING OUT OF, OR ATTRIBUTABLE TO THE CONTRACTOR'S CONTRACT WITH TSTCM OR ANY SERVICES PROVIDED, OR ANY PRIVILEGE GRANTED OR ACTION TAKEN OR THING DONE OR MAINTAINED BY VIRTUE OF THE EXISTENCE OF THE SAID CONTRACT OR THE



## EXERCISE OF ANY RIGHT ARISING THEREUNDER.

### 1.21 Alternative Dispute Resolution

To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), will be applicable to the Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by TSTCM and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

### 1.22 Confidential Information

All information owned, possessed or used by TSTCM that is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for TSTCM, that is not generally known to the public, will be confidential and Contractor will not, beginning on the date of first association or communication between TSTCM and Contractor and continuing throughout the term of the contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any confidential information, unless required by law.

Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Services or the engagement of Contractor as an independent contractor of TSTCM in connection with the Services, or release any information relative to the Services for publication, advertisement or any other purpose without the prior written approval of TSTCM. Contractor will obtain assurances similar to those contained in this Section from persons, contractors, and subcontractors retained by Contractor.

### 1.23 Governing Law

The contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

### 1.24 Licenses, Permits, Taxes, Fees, Laws and Regulations

Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of the contract.

Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of the contract.

Contractor will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations, and the rules and regulations of TSTCM.

## 2. Scope of Services

### 2.1 Overview

This Scope of Services specifies the minimum requirements for the Contractor to provide armed campus security patrol service to TSTCM at the main campus, located at 2650 E End Blvd S, Marshall, TX 75672 and all adjacent buildings, and the north campus building, located at 2400 E End Blvd S, Marshall, TX 75672, operating 24 hours a day, 7 days per week, including holidays.

Contractors shall abide by the rules and guidelines set forth in Texas Administrative Code (TAC); Title 37, Public Safety and Corrections; Part 1, Texas Department of Public Safety; Chapter 35, Private Security and Rules 421 through 449 of the Texas Commission on Private Security and all other rules regulating the Services.

The terms "security guard" or "guard" as used herein shall mean an armed campus security patrol guard.

Any additions to or differences from the minimum requirements for the Scope of Services requested shall be clearly identified in the Proposal response.

### 2.2 TSTCM Responsibilities

TSTCM shall furnish and maintain cell phones, email, office space, and key cutting machine. Contractor shall establish and enforce a policy, approved by TSTCM, for cell phone use. The Contractor shall be responsible for paying any and all unauthorized calls incurred by its employees, including any charge for operator intervention in conversations and 900 number calls and calls for information service. If the Contractor's employees damage the telephone thereby rendering the telephone inoperable, the Contractor shall be responsible for the repair expense. Contractor will comply with TSTCM email policies.

### 2.3 Contractor Responsibilities

The Contractor shall be solely responsible for pay, supervision, certification training (i.e. CPR , First Aid...), discipline, unemployment insurance, liability insurance, leave, uniforms, weapons, ammunition, and all other matters arising out of the relationship between employer and employee. The Contractor shall provide all consumable supplies as may be required by contractual staff in the course of their duties; for example flashlights, batteries, official report notebooks, etc.

Contractor shall be responsible for any damage or loss to TSTCM or students, faculty, and staff's property caused by their employees through either intent or neglect or accident. The Contractor shall investigate any complaint or comment that the Vice President of Student Services brings to his attention by talking with the complainant and witnesses. The Contractor shall then report the results to TSTCM's Vice President of Student Services. The Contractor shall make timely repairs of any damage caused by his employees. In the event a loss occurs to students, faculty, and staff or TSTCM's property and the guard was not awake or on the duty post, the Contractor is liable and responsible for the loss.

Contractor shall establish a procedure to determine if each employee is at the assigned location on time and in proper uniform. If any security staff fails to report to work at the appointed time, the Contractor shall be liable for any proven losses suffered, plus compensation for the cost of TSTCM staff carrying out duties assigned to the Contractor, if required.

Contractor shall provide a point-of-contact to be available 24 hours a day to TSTCM's Vice President of Student Services.

Contractor shall furnish all labor, vehicles, uniforms, badges, equipment, materials, supplies (except as noted in Section 2.2), training, supervision, and management to satisfactorily perform the security guard

services in the manner and at the frequencies required by TSTCM in this Scope of Services and as required by laws, rules, and regulations.

Contractor is responsible for assigning an inspector to perform site inspections on a bi-weekly basis to ensure that all security systems are working effectively. All findings will be reported to the Vice President of Student Services. In addition, there must be bi-monthly site meetings with the Vice President of Student Services and Contractor. Staff deployed to TSTCM must be licensed and adhere to all policies mandated by the State of Texas. The staff must be well-trained and familiar with all aspects of TSTCM security requirements before starting his/her shift. Contractor must ensure there is an adequate bank of security officers trained for TSTCM in case of absenteeism.

In the event of any emergency, the Contractor agrees to supply additional personnel satisfactory to TSTCM within two (2) hours of the time TSTCM request such personnel.

## 2.4 Guard Duties

Duties shall include, but are not necessarily limited to:

- Take reasonable action to prevent theft, disorders, disturbances, rule infractions, loitering, damage to college property, violence or harm to occupants and others
- Attend a post and/or patrol of the campus
- Building lock-up
- Emergency and intrusion system monitoring
- Maintaining written reports as may be required
- Verbal/telephone/letter delivery notifications
- Unlocking rooms
- Responding to critical incidents as they arise
- Contacting local police services for assistance as deemed appropriate
- Answer questions and give directions to others relative to the security of the campus
- Reporting all irregular incidents and emergencies to the TSTCM designee
- Room access including key control, duplicating keys as needed
- Incident investigation
- Safety Committee meeting participation
- Conduct safety audits with the Campus Safety Committee
- Identify and resolve hazards on campus
- Participate in planning security during special events and activities
- Training of TSTCM staff to properly respond to suspicious activities and potential security risks
- Issuing parking permits and tickets
- Assist in development and periodically update:
  - EVERBRIDGE ( Alert system - school closings)
  - Campus Security Plan (Your Safety/Your Health)
  - Campus Evacuation Plan
  - Emergency Plan and Guidelines
  - Safety Response Guidelines
  - Crime Statistics
  - Hazard Communication plan
  - Chemical Hygiene Plan
  - Disaster Recovery Plan
  - Personal Protective Equipment guidelines
  - Severe Weather Plan
- Monitor maintenance of safety equipment/programs:
  - Fire Alarm inspection – annual
  - Fire extinguisher inspection – monthly
  - AED inspection - monthly – throughout Campus

- First Aid Kits – monthly inspection
- Surveillance cameras

## 2.5 Personnel and Training

Contractor shall within thirty (30) days following assignment to duty, certify to TSTCM's Vice President of Student Services as to the satisfactory completion of the following basic training of each employee:

- General orientation on conduct and attitude toward the job
- Functions of the security force specifically the protection of the operating facilities and other assigned locations stated herein.
- Guard Orders/Duties – General and specific, covering post orders
- Authority of guard
- Employee and public relations
- Traffic control
- Fire safety and first aid
- Report writing
- Fire Arms Training

Contractor security guards shall be registered, qualified, and/or licensed with the Texas Commission on Private Security.

Contractor shall require its employees to pass drug and alcohol screen examination of a type and kind acceptable to TSTCM prior to employment on TSTCM property and on an annual basis thereafter. As a condition to the guard being approved to work on TSTCM property, the Contractor shall supply appropriate examination records to TSTCM's Vice President of Student Services.

Contractor shall provide copies of Guards security commission or registration card within five (5) days from request by TSTCM's Vice President of Student Services. New guards security commission or registration cards will be provided within thirty days from request by TSTCM's Vice President of Student Services.

Contractor shall ensure that all employees are able to pass security background checks required by TSTCM to perform security duties.

Security Guards are required to carry and have clearly displayed on their person, a photo identification card (commission or registration), issued by the Contractor, at all times when on TSTCM's property. This card shall include the company name, first and last name of officer, with the name typewritten or printed in black, and a recent photograph of the employee.

Security Guards shall be a mature person with the ability to deal with the public, especially young adults; have good command of the English language (oral and written); suitable physical health to perform the normal duties required of them, ability to defuse a threatening situation and be able to physically defend him/herself if necessary, and respond to emergency situations as required.

Guards assigned by the Contractor to work under this Contract shall be mentally and physically able to do their assigned work. Each security guard must have had a physical examination within the last six (6) months. Contractor shall furnish to TSTCM a signed certification statement for each security guard indicating (i) that the guard has received a physical examination by a physician licensed in the State of

Texas, and (ii) the date the physical examination was performed. If TSTCM's Vice President of Student Services or designee judges a security guard to be unfit to do their assigned work, that security guard shall be removed from TSTCM property and not allowed to work under the requirements of this Contract.

Contractor's employees shall be in good general health without physical defects or abnormalities which would interfere with the performance of duties; possess binocular vision correctable to 20/30 (Snellen); be free of color blindness; and be capable of hearing ordinary conversation at fifteen feet with either ear without benefit of hearing aid as determined in the physical examination. The employee shall be capable of performing foot patrol in various weather conditions.

If a guard has a physical or mental condition that negatively impacts performance, the Contractor shall immediately remove the security guard from all TSTCM assignments.

Guards must maintain a high level of performance, and be able to perform the essential functions of their job to include, but not limited to, walking, running, climbing stairs, and etc.

Except as authorized in writing and in advance, every contract guard shall meet the following additional minimum qualifications:

- Be a citizen of the United States or a resident alien of the United States and have appropriate work authorizations as issued by the United States immigration Service, where applicable.
- Be a minimum of 21 years old.
- Must be a high-school graduate or equivalent (G.E.D.).
- As demonstrated by on-the-job performance, guards must possess the capability to acquire a good working knowledge of all duty requirements of a guard within the terms of this Contract.
- Guards must possess the capability of operating a computer with basic data input skills, training and equipment will be provided by TSTCM.
- Guards must possess a valid Texas driver's license.
- Guards must have a minimum of one year experience as a security guard.

TSTCM will reserve the right to interview all potential guards before they are assigned to a TSTCM Campus.

Contractor will remove a guard immediately upon request of the TSTCM's Vice President of Student Services or his designee and shall not employ the guard again on any TSTCM property unless approved by TSTCM's Vice President of Student Services or his designee.

The Contractor shall immediately assign a replacement guard when a guard is asleep and removed, absent from the work site, or removed on the request of TSTCM's Vice President of Student Services or designee.

## 2.6 Documentation

Provide immediate notification of serious incident, daily notification of non-immediate incidents, and weekly overview submitted by email.

## 2.7 Contract Administration

TSTCM's Vice President of Student Services or designee will periodically conduct on-the-job inspections to determine the overall quality of performance, the job knowledge of individual guards, the effectiveness of training, and to observe and evaluate conduct and appearance of guard personnel.

#### 2.8 Change or Addition to Scope of Services

TSTCM, without invalidating the contract, may make changes by altering, adding to, or deduction from the Scope of Services at any time during the term of the contract in order to meet current TSTCM needs. The Contract pricing shall be adjusted accordingly, upon mutual agreement between TSTCM and Contractor.

Should TSTCM request additional services during the term of the Contract, an agreement to provide these services at the same price as quoted will be understood as included in the Respondent's submission.

### 3. Proposal Format

The Proposal must be organized in sections in the following format and contain the following information:

#### 3.1 Proposal Cover Page

The Proposal Cover Page, Attachment A, should be the first page of your Proposal. The Proposal Cover Page must be signed by a person authorized to sign for Respondent.

#### 3.2 Proposal Form

The Proposal Form, Attachment B, should be the second page of your Proposal. The Proposal Form must be signed by a person authorized to sign for Respondent.

#### 3.3 Table of Contents

A Table of Contents should be the third page of your Proposal. The Table of Contents shall give page numbers for each section of the Proposal. Number all pages of the Proposal sequentially using Arabic numerals (1, 2, 3, etc.).

#### 3.4 Respondent Affirmation

The Respondent Affirmation, Attachment C, must be completed and signed by a person authorized to sign for Respondent.

#### 3.5 Proposal Contents

Responses to this RFP must address the following:

- a. Describe your firm's structure, areas of expertise and length of time in business, and other information that would help to characterize the firm. Provide a cover letter outlining interest in the project, general firm background including the firm's project management philosophy, and firm locations. Provide the following information about the firm:
  - Legal name of the company
  - Address of the office that will be providing services
  - Number of years in business
  - In-house capabilities (work self-performed)
  - Out-of-house capabilities (for work not self-performed)
- b. Describe your firm and its experience in armed campus security patrol services in the area of higher education; include advantages for selecting your company. Please supply any of your company's materials (brochures, etc.) you feel will help us make our decision.
- c. Describe your company's general overall capabilities including the length of time you have performed these services.
- d. Provide the names, experience and credentials for individuals who will work on TSTCM related projects, including relevant work completed within the last three years.
- e. Explain/describe any subcontract services.

- f. Describe your disaster recovery/back up plan that ensures completion of projects if your firm experiences an emergency situation.
- g. Describe ways that past work has incorporated means of measurability of success and results of those examples.
- h. Describe any no-cost value added services your company offers to its clients.
- i. Please provide any additional information or relevant capabilities you feel would assist TSTCM in selecting a firm to provide this service.
- j. Provide information for the key people within your firm and related experience. **Submittals must identify a proposed project manager who would be responsible for the day-to-day point of contact for this project.** Provide resumes that list experience and expertise of the personnel that will be involved in the project. Include experience with similar projects, number of years with the firm, and city of residence. Identify the firm's current workload and that of personnel that will be assigned to this project. Indicate estimated percent of time each individual will be involved in the project.

### 3.6 References

- a. Submit a list of all Armed Security Patrol Services provided within the last three (3) years of the same type as required by this RFP.
- b. List three current customers for whom you have completed service to those described in this RFP (does not have to be exclusively higher education customers) to include the following information:
  - a. Company Name
  - b. Company Address
  - c. Contact Person
  - d. Telephone Number
  - e. Scope of Services
  - f. Annual Sales Volume (\$) and
  - g. Period of Time for Which Work was Performed
- c. Submit a list of all former customers whose contract with your company within the past three (3) years was terminated prior to the completion of the contract term to include the following information:
  - a. Company Name
  - b. Company Address
  - c. Contact Person
  - d. Telephone Number and
  - e. Reason for Early Termination

### 3.7 Insurance

Submit Certificate of Insurance Liability to show proof of insurance coverage. Insurance must meet the minimum requirements as shown in Section 1.19.

### 3.8 Worker's Compensation Claims

Submit a list of Worker's compensation claims for the last five years in Texas to include:



- a. How many Claims
- b. Nature of Claim
- c. Nature of Outcome
- d. When Claim occurred

### 3.9 Past Lawsuit or Legal Incident

Submit a list of lawsuits or legal incidents involving employees in the last five years in Texas:

- a. How many Claims
- b. Nature of Claim
- c. Nature of Outcome
- d. When Claim occurred

### 3.10 Standard Operating Procedure Manual

Submit your firm's Standard Operating Procedure Manual.

### 3.11 Sample Invoice

Submit a sample invoice from your firm.

### 3.12 Attachments

Fill out and submit Attachments D, E, and F.

#### 4. Proposal Selection Criteria

Respondent is encouraged to propose terms and conditions offering the maximum benefit to TSTCM in terms of (1) services to TSTCM, (2) total overall cost to TSTCM, and (3) project management expertise. Respondents should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to TSTCM.

An evaluation team from TSTCM will evaluate the Proposal. The evaluation of Proposal and the selection of a respondent will be based on the information provided by Respondent in its Proposal. TSTCM may give consideration to additional information if TSTCM deems such information relevant.

The criteria to be considered by TSTCM in evaluating Proposal and selecting a Contractor will be those factors listed below:

Threshold Criteria Not Scored:

- Ability of TSTCM to comply with laws regarding Historically Underutilized Businesses; and
- Ability of TSTCM to comply with laws regarding purchases from persons with disabilities.

Scored Criteria:	Weight:
Competitiveness of cost proposal	35%
Company Information, Experience and Qualifications including Higher Education, References	30%
Proposed Management Plan	5%
The extent to which the goods or services meet TSTCM's needs	5%
The Respondent's exceptions to the terms and conditions set forth in this RFP.	5%
Management capabilities, projected staff turnover, previous work experience, past performance of security service, and training programs	20%
Total	100%

ORIGINAL



**ADDENDUM No. 1**  
**August 3, 2012**

**Armed Campus Security Patrol Service**  
**RFP No. 719-11/12-021**

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THIS ADDENDUM IS ISSUED AS A PART OF THE REQUEST FOR PROPOSAL FOR THE TEXAS STATE TECHNICAL COLLEGE MARSHALL, ARMED CAMPUS SECURITY PATROL SERVICE PROJECT, **RFP NUMBER 719-11/12-021** AND AMENDS ONLY THOSE ITEMS SPECIFICALLY DEFINED HEREIN.

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ITEM NO. 1

**RESPONDENT RECEIVED QUESTIONS CLARIFICATIONS:**

1. How many guards are anticipated to fulfill the requirement? ***TSTCM will not be determining how many guards will be required to fulfill the requirements of the RFP. It is at the discretion of the Respondent.***
2. How many, if any, vehicles are required and what are the specifications for those vehicles? ***The Respondent will determine how many vehicle/s they will be using. Vehicle may be a gas powered cart or vehicle.***
3. Is this a set aside contract and is the contractor required to be HUB certified by local or state authorities?  
***No to both questions, but reference Section 1.7, Historically Underutilized Businesses Submittal Requirements.***
4. What are the firearms requirements (type, caliber, make)? ***TSTCM requires a minimum of a 9mm service weapon up to a 45 caliber.***
5. On Page 10 Section 2.1 OVERVIEW, the Scope of Service is not defined as to the hours of daily/weekly coverage. ***Coverage is 24/7, 365 days per year including holidays.***

6. On Page 19 the Price page requests a monthly cost to be calculated which is impossible without the hours of daily/weekly hours of coverage, please advise. **Coverage is 24/7, 365 days per year including holidays.**

7. Please define the acceptable type of Patrol Vehicle (golf cart, electric cart, or gasoline car/truck) to be used for patrol purposes. **The acceptable type vehicle is what works best for your company.**

8. Under the Freedom of Information Act I would request the following information on the current contract:

- Present vendor(s)
- Award date(s)
- Hourly billing rates for each category upon award
- Prevailing wage requirement at time of award
- Current billing rates.
- Bid tabulation from current award

**Information cannot be provided until contract is awarded and executed. Respondent would have to send a request to TSTC Systems' Coordinator of Records Management, Jerry W. Sorrells, at [jerry.sorrells.tstc.edu](mailto:jerry.sorrells.tstc.edu) after contract has been executed.**

9. Is this a new service or an existing contract? **New Service**

10. If it is an existing contract, I am requesting the following information on the current contract; **N/A**

- Present vendor
- Award dates
- Hourly billing rates
- Bid tabulation from the current award

11. How many hours average billed per month? **N/A**

12. Can you clarify the services hours that are required? **Coverage is 24/7, 365 days per year including holidays.**

13. Is there one security post at each location 24/7 in section 2.1 or is there one security post between all locations?

1 post X 24/7 = 168 hours per week of service or 1 post at each location (2) X 24/7 = 336 hours per week of service?

**There is only one security post between all locations.**

14. Are chemical agents such as OC required to be carried and provided? **It is not a requirement for chemical agents such as Pepper Spray (OC) to be carried.**

15. The description of services is for an armed security patrol. Are vehicles already on site that can be used for this purpose, or would vehicles need to be provided by our company? ***Vehicles will need to be provided by your company.***

16. Is there only one Security Officer per shift or are there multiple Officers on each shift performing simultaneous patrols? ***Presently services are provided in-house.***

END OF ADDENDUM NUMBER 1

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