



MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

REQUEST FOR PROPOSAL (RFP)
RFP No: 789-210423F

For
Security Guard Services

All Proposals Must be Received No Later Than:
June 3, 2021 2:30 p.m. Central

Prepared By:
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Issue Date: May 11, 2021

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Section 1 – General Information

1.1 OBJECTIVE: Lamar Institute of Technology (“**LIT**”) is soliciting proposals in response to this Request for Proposal RFP No. 789-210423F (this “**RFP**”), from qualified vendors to provide Security Services (the “**Services**” or “**Project**”). LIT expects to enter into a contract with the selected firm or firms to provide the Services as further described in **Section 5** of this RFP.

This solicitation sets forth, at a minimum, the specifications, terms, conditions, and requirements to be considered for this solicitation. LIT will select the proposal(s) that offers the “best value” based on the published selection criteria and on its ranking evaluation of submitted proposals. Firms that respond to this RFP will be referred to as “**Proposers**.”

1.2 DESCRIPTION OF LIT: Lamar Institute of Technology traces its roots back to September 17, 1923 when South Park Junior College opened with 125 students and a faculty of 14. In 1932, separate facilities were provided, and the name of the institution was changed to Lamar College, to honor Mirabeau B. Lamar, second president of the Republic of Texas and the “Father of Education” in Texas.

On September 1, 1995, the Institute of Technology was established as an educational center of Lamar University and a Member of The Texas State University System (TSUS). The Texas Legislature changed the name of the institution to Lamar Institute of Technology in 1999.

Lamar Institute of Technology is a special purpose postsecondary coeducational organization, a two-year technical “Institute” that primarily offers associate degrees, certificates, and non-credit workforce skills training. We focus on teaching excellence, student success and community engagement. We are an open-door postsecondary institution ready to serve all students. LIT provides a curriculum consisting of over 65 degree and certificate programs covering a wide range of career and technical educational opportunities. We are accredited by the Southern Association of Colleges and Schools Commission on Colleges. The LIT campus in Beaumont is about 90 miles east of Houston and about 25 miles west of Louisiana.

1.3 CONTRACT TERM: The base contract term shall be for two (2) years, beginning on the effective date of the Agreement. LIT may renew the contract for up to three (3) additional one (1) year terms. Notice of renewal will be issued in writing approximately thirty (30) days prior to the end of the current performance period. The total duration of the contract, including the exercise of renewals, shall not exceed five (5) consecutive years.

1.4 SCHEDULE OF EVENTS:

- a. Issue RFP on or about: May 11, 2021
- b. Last Day for questions: May 19, 2021
- c. Proposals due: June 3, 2021 at 2:30 p.m. (Central Time)
- d. Anticipated Contract Start Date: July 8, 2021

1.5 CLASS AND ITEM (NIGP) CODES: The related Class and Item code(s) for goods / services requested are: 990-46.

1.6 GROUP PURCHASING AUTHORITY: Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Section 51.9335, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP.

Texas institutions of higher education (“**IHEs**”) routinely evaluate whether a contract resulting from a procurement conducted by another IHE might be suitable for use, and if so, this RFP could give rise to

additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that consider the higher volumes and other expanded opportunities that could result from the eventual inclusion of other IHEs in the purchase contemplated by this RFP. Any purchases made by other IHEs based on this RFP will be the sole responsibility of those IHEs.

Section 2 – Notice to Respondents

2.1 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this Solicitation 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.

2.1.1 LIT strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act, Chapter 552, and Texas Government Code*.

2.1.2 Proposer is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise exempted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

2.1.3 Information provided to Proposer by LIT, and information provided to Proposer by members of the public or any other third party shall belong to LIT.

2.1.4 Information created or otherwise produced by Proposer shall remain the exclusive property of Proposer. Proposer acknowledges any final report or papers will be provided in accordance with this RFP, and that any information contained in any report or papers, which Proposer believes is confidential under Texas law will be clearly designated as such by Proposer.

2.1.5 If LIT receives a request for public information for any portion of any final report or papers that have been designated by Proposer to be confidential, LIT will provide notice to Proposer and Proposer may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Tex. Govt. Code.

2.2 POINT OF CONTACT: LIT designates the following person as its representative and Point of Contact for this RFP:

Sheryll Snider

Email: purchasing@lit.edu

LIT instructs interested parties to restrict all contact and questions regarding this RFP to **written** communications with the Point of Contact. Proposers shall restrict all contact with LIT and direct all questions regarding this RFP in writing to the Point of Contact.

2.3 PROPOSER QUESTIONS: After the RFP is advertised, Proposers will have until **Friday, May 19, 2021** (the “**Question Deadline**”) to submit written questions, including questions regarding terms and conditions or for clarification of the proposal, to LIT’s Point of Contact (ref. **Section 2.2**). All questions submitted and received prior to the deadline will be reviewed, consolidated where possible, and answered in a written addendum. The addendum will be posted on the Texas Electronic State Business Daily (“**ESBD**”) at: <http://www.txsmartbuy.com/sp>. Enter “**789**” in the **Agency Number** field to

search ESD for Lamar Institute of Technology solicitations. LIT will provide responses as soon as practicable following the Question Deadline however, LIT reserves the right to decline to respond to any question. It is the Proposer's responsibility to continually check the ESD for Addenda.

2.4 CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued formally by LIT as a written addendum. Addenda, if required, will be issued by LIT and posted on the ESD (ref. **Section 2.3**). It is the responsibility of all Proposers to check the status of formal addenda before the submission deadline and to obtain this information in a timely manner. LIT intends to issue any required addenda a minimum of five (5) business days prior to the Submittal Deadline (ref. **Section 3.1**) to allow time for Proposers to review information and complete responses. All such addenda issued by LIT must be acknowledged by Proposers and incorporated into the RFP response (ref. **Section 7**).

2.5 EVALUATION OF PROPOSALS: It is the intent of LIT to award a contract to the responsible, responsive Proposer(s) that submits a proposal that meets the minimum criteria set forth herein, and that represents the best value, per 51.9335 (b) Texas Education Code, to LIT. All properly submitted proposals will be reviewed, evaluated, and ranked by LIT. Proposals will be evaluated by a review panel based on the criteria and relative criteria weights listed below. Only criteria designated in the solicitation can be considered in the award determination.

EVALUATION CRITERIA AND WEIGHTED VALUES (100% maximum):

Best Value Criteria		RFP Specific Criteria	Weight
1	purchase price	Pricing (ref. Section 6)	30%
2	the total long-term cost to the institution of acquiring the vendor's goods or services		
3	the reputation of the vendor and of the vendor's goods or services	Vendor Experience (ref. Section 9.1)	25%
4	the vendor's past relationship with the institution		
5	the quality of the vendor's goods or services	Quality of Services (ref. Section 9.2)	45%
6	the extent to which the goods or services meet the institution's needs		
7	any other relevant factor that a private business entity would consider in selecting a vendor		

When considering 'best value' and award, LIT reserves the right to set a minimum score requirement regarding the non-cost criteria listed in the table above.

2.6 PRESENTATIONS: LIT may, at its sole discretion, invite select responsive firm(s), at the firm(s) expense, to give an oral and/or written presentation and respond to questions. Presentations, at LIT's discretion, may be either on site at LIT's offices in Beaumont, Texas or by video conference.

2.7 NEGOTIATIONS: If possible, an award will be made without negotiating. If negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations will only be held with Proposer(s) who have a reasonable chance of receiving contract award. Therefore, do not anticipate negotiations being held. If Best and Final Offers are requested, they will only be requested if negotiations are held. Proposer's are strongly encouraged to submit the best offer at the time proposals are due.

2.8 AWARD OF CONTRACT:

2.8.1 A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. Proposals do not become contracts until they are accepted through a purchase order or fully executed contract. Any contract shall be governed, construed and interpreted under the laws of the State of Texas, TSUS and LIT policy as the same may be amended from time to time. Any legal actions must be filed in Travis County, Austin, Texas.

2.8.2 **Tie Proposals:** Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).

2.8.3 **Multiple Awards and Utilization:** It may be determined that having the Services provided by multiple Proposers is more advantageous to LIT. LIT reserves the right to make multiple awards against this RFP. LIT will only pay for Services utilized and makes no guarantee of a maximum amount to be paid over the course of any contract that may result from the RFP.

2.8.4 **No Guarantee of Award:** LIT makes no warranty or guarantee that an award will be made as a result of this RFP. LIT reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in LIT's best interest. LIT reserves the right to seek clarification of any item contained in Proposer's proposal prior to final selection. Such clarification may be provided by telephone or personal meeting with or in writing to LIT, at LIT's discretion. Representations made by Proposer within its proposal will be binding on Proposer. LIT will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

2.9 LIT'S RESERVATION OF RIGHTS: LIT may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. LIT 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. LIT makes no representations, written or oral, that it will enter into any form of agreement with any Proposer to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

2.10 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its proposal in response to this RFP, Proposer accepts the evaluation process and acknowledges and accepts that the determination of the "best value" firm(s) will require subjective judgments by LIT.

2.11 NON-REIMBURSEMENT FOR COSTS: Proposer acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP process shall be at the sole risk and responsibility of the Respondent. Respondents submit proposals at their own risk and expense.

2.12 CONFLICTS/CONTACT: Respondents shall not contact LIT employees about this RFP until the resulting contract(s), if any, are fully executed.

- 2.13 OWNERSHIP AND USE OF WORK MATERIAL:** All work material, whether accepted or rejected by LIT, is the sole property of LIT and for its use and re-use at any time without further compensation and without any restriction.
- 2.14 TERMINATION/CANCELLATION:** LIT may terminate any resulting agreement for any reason, including material changes to selected Proposer's firm, upon thirty (30) days written notice to the other party.
- 2.15 CERTIFICATE OF INTERESTED PARTIES:** Pursuant to Texas Government Code 2252.908 and Texas Ethic Commission Rule 46, for contracts that either have a value of at least \$1 million or require approval of the TSUS Board of Regents, a business entity (vendor) must submit a copy of the Disclosure of Interested Parties (Texas Ethics Commission Form 1295) filed with the Texas Ethics Commission when the business entity submits the signed contract. No such contract may be presented to the TSUS Board of Regents for approval without the disclosure. By submitting a proposal in response to this RFP, Proposer agrees to comply with this law. Information on the Disclosure of Interested Parties can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Section 3 – Requirements of Proposal

- 3.1 PROPOSAL SUBMITTAL DEADLINE AND LOCATION:** LIT will receive proposals for this RFP at the time and location described below. The Proposer (not LIT, the carrier, mail service/courier, or other party) is solely responsible for ensuring that the proposal is received by the Point of Contact, in the format described below (ref. **Section 3.3**), prior to the specified due date and time noted in this Section.

Submittal Deadline: Thursday, June 3, 2021 at 2:30 PM CENTRAL

Lamar Institute of Technology
Attn: Sheryll Snider
855 E Lavaca
Beaumont, Texas 77705
Re: RFP 789-210423F Security Guard Services

NOTE: A public opening of responses will not be conducted for this RFP.

- 3.2 HISTORICALLY UNDERUTILIZED BUSINESSES:** It is the policy of LIT to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (“HUBs”). Accordingly, LIT has adopted a policy on the Utilization of Historically Underutilized Businesses. The policy applies to all contracts with an expected value of \$100,000 or more. If LIT determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the proposal. Failure to submit a required HUB Subcontracting Plan form will result in rejection of the proposal.

3.2.1 LIT has determined that subcontracting opportunities are probable under this RFP.

3.2.2 A HUB Subcontracting Plan is a requirement of this RFP. **APPENDIX TWO** provides information about the HUB Subcontracting Plan form.

3.3 PROPOSAL FORMAT AND REQUIRED COPIES:

- 3.3.1 **Unacceptable Proposal Delivery Methods:** LIT will not accept proposals in response to this RFP that are submitted by telephone, facsimile (fax) transmission, or electronic mail.
- 3.3.2 **Proposal Envelope/Box/Container:** Proposal must be placed in a sealed envelope, box, or container that is completely and properly identified with the name of Proposer's firm, RFP number, due date and time. It is the Proposer's responsibility to have the proposal correctly marked, addressed and delivered to LIT by the Submittal Deadline for receipt by the Point of Contact.
- 3.3.3 **Format for Proposal:** Proposer shall make every effort to present the required information in a detailed, orderly, and compact presentation. Proposer should provide visual examples of functionality to clarify and reinforce key product features and services. Long or elaborate proposals are not desired. Sections will be tabbed and clearly labeled for ease of review and evaluation.

Proposer should submit the complete proposals, both the paper and electronic copies, using a format substantially like the following in terms of order of content:

- A. Cover page
- B. Table of Contents
- C. Executive Summary of Proposal
- D. Pricing and Delivery Schedule (ref. **Section 6**)
- E. Execution of Offer (ref. **Section 7**)
- F. Proposer's Questionnaire (ref. **Section 8**)
- G. Additional Questions Specific to RFP (ref. **Section 9**)
- H. Statement of agreement with terms or redlined agreement (ref. **Section 10**)
- I. HUB Subcontracting Plan form and all required HUB documentation (ref. **Section 3.2** and **Appendix Two**)
- J. Supplemental Information: Proposer may submit any additional information Proposer feels is relevant to the proposal. This information must be clearly labeled as "Supplemental Information" and in a separate tabbed section of the proposal.

NOTE: Proposers are responsible for submitting all required information as requested in this RFP. The above listing of items to be included in the proposal submission is a summary provided to aid Proposers in putting together the proposal package. Any items stated in other Sections of the RFP, but not listed in this Section, are still required to be provided as part of the proposal submission.

- 3.3.4 **Required Copies:** Proposer must submit **(a)** four (4) complete paper copies of its entire proposal (including the signed HUB plan), and **(b)** one (1) USB flash drive with the individual and separate files as described below. The USB flash drive must include a protective cover and be labeled with Proposer's name and the RFP number. An **original** signature by an authorized officer of Proposer's firm must appear on the Execution of Offer (ref. **Section 7**) of the electronic copy of the entire proposal and at least one (1) paper copy of the submitted proposal.

The paper copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

The USB flash drive must contain the following four (4) individual and separate files:

- A. One (1) complete electronic copy of the entire proposal, in a single .pdf file
- B. One (1) electronic copy of the proposal in a single .pdf file that **does not** contain pricing information relative to **Section 6**
- C. One (1) redlined electronic copy of APPENDIX ONE, if applicable, in an editable format (i.e. Microsoft Word)
- D. One (1) complete electronic copy of the signed HUB Subcontracting Plan

3.4 PRICING: Proposer shall provide all-inclusive pricing as requested in **Section 6** of this RFP. All pricing must be in United States Dollars.

3.5 EXECUTION OF OFFER: Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 7**) as part of the proposal. The Execution of Offer must be signed by an authorized officer of Proposer's firm duly authorized to bind the Proposer to its proposal. Failure to sign and return the Execution of Offer will result in the rejection of the proposal.

3.6 PROPOSER'S QUESTIONNAIRE: Proposer must completely answer all questions asked in **Section 8** (Proposer's Questionnaire). By submitting a proposal, Proposer certifies that, to the best of its knowledge, all responses are true, correct and complete.

3.7 ADDITIONAL QUESTIONS SPECIFIC TO RFP: Proposer must completely answer all questions asked in **Section 9** (Additional Questions Specific to RFP). By submitting a proposal, Proposer certifies that, to the best of its knowledge, all responses are true, correct and complete.

3.8 VALIDITY PERIOD: By submitting a proposal in response to this RFP, Proposer accepts that the proposal will remain valid for a minimum of ninety (90) days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays.

Section 4 – Terms & Conditions of Proposal

The items below apply to and become a part of proposal. Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer's disqualification. Only additions / modifications to **APPENDIX ONE** (ref. **Section 10**) will be considered by LIT.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

4.1 PROPOSAL REQUIREMENTS AND GENERAL INSTRUCTIONS:

- 4.1.1 **Rules, Regulations & Statutes:** LIT is an agency of the State of Texas. Proposers must comply with all rules, regulations, and statutes relating to purchasing of the State of Texas, The Texas State University System Rules and Regulations, LIT Policies and Procedures in addition to the Terms and Conditions of this form. Upon engagement, any successful Proposer shall

confirm its compliance with all necessary State and/or Federal requirements relative to work performed.

- 4.1.2 **Submittal Deadline Exception:** If LIT is closed due to inclement weather and/or emergency situations on the designated Submittal Deadline, the Submittal Deadline will default to the next open business day at the same time.
- 4.1.3 **Late or Unsigned Proposals:** Late and/or unsigned proposals will not be considered under any circumstances. Person signing the proposal must have the authority to bind Proposer's firm in a contract. The Proposer (not LIT, the carrier, mail service/courier, or other party) is solely responsible for ensuring that the complete proposal is received in LIT's office prior to the specified opening date and time.
- 4.1.4 **FOB Designation:** Shipping terms will be FOB Destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 4.1.5 **Pricing:** Proposal prices are requested to be firm for LIT acceptance for 90 days from proposal opening date (unless otherwise stated in specifications). Proposers must price per unit shown. Unit prices shall govern in the event of extension errors. "Discount from list" proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned. All costs/pricing must be in United States dollars. LIT will not recognize or accept any charges or fees to perform Services that are not specifically stated in the Pricing and Delivery Schedule.
- 4.1.6 **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.
- 4.1.7 **Right to Accept or Reject:** LIT reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of LIT and the State of Texas.
- 4.1.8 **Withdrawal:** Any proposal may be withdrawn prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by LIT.
- 4.1.9 **Proposal Costs:** Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. LIT is not liable for any costs incurred by a Proposer in response to this RFP.
- 4.1.10 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by LIT, at LIT's sole discretion.
- 4.1.11 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by LIT, at LIT's sole discretion.

4.2 SPECIFICATIONS:

- 4.2.1 **Brand Name Descriptive:** Catalogs, brand names or manufacturer's references indicate the type and quality required by LIT. Proposals on brands of like nature and quality will not be

considered unless otherwise stated in the RFP. If proposing other than brand referenced, proposal will show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal.

- 4.2.2 **New Items:** Unless otherwise specified, items shall be new and unused and of current production.
 - 4.2.3 **Samples:** Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the Proposer's name, address, and RFP number. Do not enclose in or attach proposal to sample. All samples become the property of LIT.
 - 4.2.4 **Oral Statements:** LIT will not be bound by any oral statement or representation contrary to the written specifications of the RFP.
 - 4.2.5 **Manufacturer's Warranty:** Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.
 - 4.2.6 **Warranty-Product:** Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render any potential contract voidable at the option of LIT. Proposer warrants that the goods proposed and furnished will conform to the specifications, drawings, and descriptions listed in the RFP, and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 4.3 **NON-DISCLOSURE:** No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of LIT.
- 4.4 **CONFLICTS:** In event of a conflict between standard proposal requirements and conditions and the attached detailed specification, the detailed specification shall govern.
- 4.5 **PROPOSER AFFIRMATION:** Submitting a proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the Proposer shall be removed from all proposal lists. By submitting a proposal, the Proposer herein affirms:
- 4.5.1 **Vendor Ethics - Gratuities:** As an agency of the State of Texas, LIT holds the trust of the public. All Proposers and persons doing business with LIT must provide the highest level of ethics and service in all business interactions. A Proposer shall not give, offer to give, nor intend to give at any time any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a LIT employee that might reasonably appear to influence the employee in the discharge of official duties. LIT may, by written notice to the Proposer, cancel this contract without incurring liability if it determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of LIT with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by LIT pursuant to this provision, LIT shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.

- 4.5.2 If Proposer is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 4.5.3 Neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 4.5.4 Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. By submitting a proposal in response to this RFP, Proposer certifies and affirms that: 1) Proposer has not received compensation for participation in the preparation of the specifications for this RFP; and 2) the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 4.5.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that any contract resulting from this RFP may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. If awarded this RFP, Proposer will provide this information to LIT prior to contract execution.
- 4.5.6 Pursuant to Section 2155.004 Government code regarding collection of state and local sales and use taxes, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 4.5.7 Proposer agrees that any payments due under any resulting contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 4.5.8 Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, Proposer will submit the following information in response to this Section with their response in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

Section 5 – Scope of Work

The purpose of this RFP is to solicit proposals to enter into a contract with a qualified and experienced firm(s) to obtain timely and professional Services as described herein. The successful Proposer, if any, is referred to as the “**Contractor**.” Services described in this RFP will be provided to, and on behalf of, LIT.

Proposers shall submit a complete response to all requirements and specifications set forth in this RFP. Proposers may expand or offer any additional suggestions and/or services that their firm feels may benefit LIT in addition to the requirements listed in this RFP (ref. **Section 8.4**).

Contractor will provide the following Services to LIT:

5.1 The scope of work (SOW) is to provide foot patrol, surveillance, screening of employees, students, and visitors, and traffic control. Screening includes safety screening and a reasonable examination of persons or vehicles, and or baggage for the protection of the facility, and LIT employees, students and visitors. Services shall be performed at the Lamar Institute of Technology campus located at 855 E Lavaca, Beaumont, Texas 77705. LIT reserves the right to add or delete facilities served under the contract. LIT will provide 15 calendar days written notice to the vendor for locations to be deleted or of any additional locations requiring service within the same area or region.

All work by the vendor must be performed in accordance with a LIT approved work schedule. Work hours may be flexible, based on type of work and LIT requirements. Vendor employees must be available to work on an as needed basis.

5.2 APPLICABLE LAWS AND STANDARDS: The vendor shall provide the specified service requirements in accordance with all federal, state, and local applicable laws, standards, and regulations necessary to perform the services, including, but not limited to:

- A. 29 CFR, Part 1910.151(b) - OSHA General Industry Standard for First Aid Requirements, CFR - Code of Federal Regulations. OSHA - Occupational Safety and Health Administration.
- B. Texas Administrative Code (TAC), Title 37, Chapter 35, Subchapters A through O as pertaining to the Private Security Bureau of DPS, DPS - Texas Department of Public Safety
- C. Texas Government Code (TGC), Chapter 2155, Subchapter F, Section 327

NOTE: This service may not be used to hire local or DPS law enforcement officers under the Texas Government Code, Chapter 2155, Subchapter F, Section 327.

5.3 MINIMUM VENDOR QUALIFICATIONS: The vendor must:

- A. Be a company or an individual engaged, or whose partners are engaged in the business of providing security guard services for a minimum of three years within the past five years. Years of experience of an individual(s) or partner(s) with a minimum of 25% ownership of the company can be applied to the company's years in business. Recent start-up businesses do not meet the requirements of this solicitation.

NOTE: A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business.

- B. Have a valid Class B or Class C license issued by, and be in good standing with, the Private Security Bureau of DPS and have current licenses and permits for all security guard personnel as mandated by local, state, and federal requirements.

NOTE: If a license or permit is verified and found to have any type of investigative hold by the Texas Private Security Bureau of DPS or any other agency, the respondent may be disqualified.

- C. Have knowledge about and expertise in handling vandalism, loss of property, and violence in the workplace.
- D. Have the expertise, knowledge, and ability to assess security situations and provide LIT with action plans, while identifying any legal implications in regard to those plans.

5.4 VENDOR PERSONNEL QUALIFICATIONS AND REQUIREMENTS: The vendor must provide the following personnel.

A. VCM - Vendor Contract Manager must:

- 5.4.A.1 Have a minimum of three years of experience within the past five years in contract management and on-site or off-site management of security guard personnel.
- 5.4.A.2 Three years of extensive knowledge and experience in law enforcement and security guard service procedures.
- 5.4.A.3 Three years within the last five years involving training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations, and managing security guard personnel.
- 5.4.A.4 Be primarily responsible for the day-to-day operation of the service in accordance with the requirements of the contract.
- 5.4.A.5 Be a permanent staff employee and serve as a constant primary point of contact for LIT.
- 5.4.A.6 Be computer literate.

B. ARMED SECURITY GUARDS (Level III Commissioned Security Officer) must:

- 5.4.B.1 Have a minimum of three years of actual experience within the past five years, excluding training, as an armed security guard.
- 5.4.B.2 Serve as primary points of contact for LIT.
- 5.4.B.3 Be licensed as commissioned officers.
- 5.4.B.4 Have successfully completed the state of Texas approved armed security guard training courses.
- 5.4.B.5 Possess the required state of Texas permits and directives to carry a weapon.

C. All personnel must:

5.4.C.1 Be a high school graduate or hold a GED.

5.4.C.2 Be able to stand continuously for up to two hours at a time and up to 12 hours in a 24-hour period.

5.4.C.3 Be able to walk unassisted a minimum of 500 yards, climb stairs, and be able to lift and carry 20 pounds.

5.5 SERVICE REQUIREMENTS: The vendor must:

- A. Begin work within 10 business days of the award of the contract or as agreed by LIT.
- B. Have an established office located in the city or county where the security guard and patrol services are required for the duration of the contract. LIT reserves the right to inspect the vendor's office before or after contract award.

NOTE: LIT facilities or buildings cannot be considered office space for the purpose of this contract.

- C. Provide a local telephone number which is continuously monitored, 24 hours a day, seven days a week for immediate contact with the VCM. Regional or national telephone numbers are not acceptable. The VCM or supervisor must return calls within 15 minutes of being contacted by the LCM – LIT Contract Manager, or designated LIT representative.
- D. Provide all personnel as necessary to meet the requirements of the specified services throughout the term of the contract.
- E. Identify personnel who have a specific background or experience, or both, in dealing with violence in the workplace, vandalism, and loss of property situations.
- F. Not hire any personnel currently employed by LIT or DPS (Ref. Para. 4.9. NOTE).
- G. Ensure all personnel are fluent in English with the ability to receive, give, and understand written and oral instructions.
- H. Ensure personnel, excluding the VCM, do not work more than 12 consecutive hours within a 24-hour period.
- I. Conduct background checks using statewide DPS, Texas, and out-of-state county equivalent verification of criminal and sex offender background checks on all vendor's permanent and temporary personnel scheduled to work on LIT projects prior to beginning service start-up. Upon award, supporting documentation confirming the completion of these comprehensive background checks may be subject to review upon request by LIT or the LIT designee, or both, prior to beginning the service. Failure to produce the requested documentation may be cause for cancellation of the contract. Background checks must be within the last year of contract execution date and must be completed on any new employee's throughout the life of the contract. The background checks must include, but not be limited to, the following:

5.5.I.1 Social Security number verification.

- 5.5.I.2 Statewide criminal and sex offender records for all Texas counties and out-of- state county equivalents based on the current and previous addresses of the applicant for the past seven years.

NOTE: Personnel with a misdemeanor conviction of any type except the lowest classified level of misdemeanor within the last ten years must be disqualified. Personnel with any felony conviction at any time must be disqualified.

- J. Provide all required safety equipment and instruct personnel to observe all safety policies, rules, and requirements at all times including, but not limited to, wearing proper and traditional security guard uniform displaying identifying badges. The vendor must replace all expired, damaged, lost or stolen personnel safety equipment at no expense to LIT.

- 5.5.J.1 Wear a face covering or mask and gloves upon LIT request.

- K. Carry all equipment necessary to perform the duties assigned.

- L. Only park in locations assigned by the LCM or designated LIT representative.

- M. Ensure personnel are not excessively loud.

- N. Ensure personnel do not use personal multi-media devices while performing services for LIT unless furnished by the vendor to facilitate communication with LIT or the vendor.

- O. Not use LIT equipment (i.e. telephones, computers) for personal use.

- P. Store personal items in designated area as provided by LIT.

- Q. The VCM must:

- 5.5.Q.1 Make periodic joint inspections on all security guards with the LCM or designated LIT representative on a monthly basis or as requested by LIT.

- 5.5.Q.2 Contact the LCM or designated LIT representative immediately by telephone and follow up in writing to explain the nature and reason if any problem cannot be corrected or a resolution cannot be obtained within 24 hours.

- 5.5.Q.3 Ensure and maintain continuous quality and completeness of the work performed by the security guards.

- 5.5.Q.4 Handle and correct any identified problems and issues within 24 hours of notification and provide the action taken, in writing, to the LCM within 24 hours to prevent any future occurrences.

- R. All personnel working on-site must:

- 5.5.R.1 Remain awake and alert to surrounding area of responsibility at all times. Any personnel sleeping on duty must be replaced within two hours of notification to the vendor by LIT.

5.5.R.2 Not report to work smelling of alcohol, acting under the influence, acting unprofessionally, or out of uniform.

- S. Comply with all security measures required by LIT.
- T. Not respond to other vendor clients while performing services for LIT.
- U. Be knowledgeable of the specification requirements and Security Guard Post Procedures to ensure strict compliance is continually maintained.
- V. Use proper business telephone and two-way radio etiquette.
- W. Be respectful and courteous to employees, contractors, and visitors, and maintain a high level of professionalism and a business-like demeanor at all times.

NOTE: Failure to be professional and follow the direction of the LCM or designated LIT representative may result in the removal of the offending security guard from the contract. LIT does not condone or tolerate harassment in any form.

- X. Maintain and electronically safeguard all reports.
- Y. Report any maintenance problems at any LIT location to the LCM or designated LIT representative within 15 minutes of discovery or occurrence. Maintenance problems are defined as, but not limited to, failure of water, sewage, or electrical systems.
- Z. Report any and all suspicious, criminal, or unusual activities at any LIT location immediately to designated LIT personnel first and then document the incident with VCM, and LCM or designated LIT representative. Suspicious, criminal, or unusual activities are defined as, but not limited to:

5.5.Z.1 Extensive vandalism to facility that endangers the general public or renders the facility or portion of the facility unusable.

5.5.Z.2 Assaults on general public.

5.5.Z.3 Theft.

5.5.Z.4 Suspected drug-related activities.

- AA. Avoid using force except when necessary to protect persons and property.
- BB. Be subject to basic health screenings (e.g., temperature checks) deemed necessary by LIT for employee safety.
- CC. Work under varying weather conditions to complete assigned duties.
- DD. UNIFORMS: The vendor must provide assigned security guards a complete uniform and appropriate foul weather gear at no cost to LIT. Security guards will wear a LIT ID as provided by and coordinated with the designated LIT representative.

5.5.DD.1 Personnel working on-site must be in uniform at all times while on duty. The uniform must be neat, clean, pressed, kept in good physical condition, and have a visible company logo. Non-company supplied symbols, pins, buttons, or slogans must not be applied to the uniform.

5.5.DD.2 The vendor must send personnel not dressed properly in uniform home to change and return within two hours to be eligible to work.

NOTE: Personnel who are sent home will not be paid until time of return to duty properly attired.

NOTE: LIT will approve all uniforms worn by guards and reserves the right to reject the uniform.

EE. ADDITIONAL SECURITY GUARDS: LIT reserves the right to add or remove security guards from the contract with 12 hours' written notice to the vendor.

FF. TRAINING: Provide training and a designated company training officer from existing personnel to provide all necessary training for existing or newly assigned security guards. The vendor must:

5.5.FF.1 Provide and identify the types of training provided by the vendor and types of training the VCM and security guards have received within the last two years to the LCM or the designated LIT representative at the start of the contract.

5.6 BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN: The respondent must submit a description of its business continuity and disaster recovery plan. Upon request of LIT, vendor must provide copies of its most recent business continuity and disaster recovery plans. Business continuity and disaster recovery plan must:

- A. Document a structured approach that describes the procedures that will be implemented to quickly resume work and fulfill all requirements of the contract after a disruption of business due to: fire, theft, natural disaster, technical difficulty, workforce problems, equipment failure, or other unplanned incident.
- B. Be maintained throughout the term of the contract. The vendor shall be responsible for all cost-of-disaster recovery.

5.7 Lamar Institute of Technology Security Guard Operations Schedule:

Armed Security Guard	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
Day Shift	0	8	8	8	8	8	0
Estimated Total Weekly Hours Required	40						

- A. All work by vendor must be performed on LIT regularly scheduled days of operation per the LIT Calendar located at <https://www.lit.edu/academic-calendar> except on regularly-observed state or federal holidays and / or campus closure dates. Day of operations will be confirmed by the LIT designated representative.
- B. Work hours may be flexible, based on type of work and LIT requirements. All work performed by the vendor must be in accordance with a LIT approved work schedule.

5.8 Lamar Institute of Technology Minimum Staffing Requirements:

NOTE: Guard must stay on campus for the duration of their shift. No overtime will be billed without prior written approval by LIT designated representative.

Day Shift 8:30 AM to 4:30 PM	Minimum Staff Required
Armed Security Guard	1

- 5.9** Perform additional duties, tasks or services not specifically identified but related to the Services described in this RFP if needed and when mutually agreed upon in writing by both parties.

Section 6 – Pricing & Delivery

6.1 PRICING FOR WORK AND EXPENSES: Proposer shall include in response to this Section any and all costs associated with the Services (at a firm fixed price) as requested in **Section 5** or any other part of this solicitation. Pricing must be in United States Dollars and is considered all inclusive.

Indicate fee to be charged to LIT for provision of Services:

Description of Service	Unit	Unit Price
Armed Security Guard (Regular Hours)	Hour	\$

LIT will *not* reimburse Contractor for expenses.

6.2 DELIVERY: Indicate number of calendar days needed to commence performance of the Services after contract execution:

_____ Calendar Days

6.3 INVOICING: Contractor will invoice LIT each month. Invoices must reference the valid contract number, description and date range of Services. Invoices should be submitted via email to: accountspayable@lit.edu

6.3.1 The vendor must include the following details on their invoice:

6.3.1.1 Location of service;

6.3.1.2 Security guard's name with hours totaled;

6.3.1.3 Labor hours and rates detailed on each vendor invoice.

NOTE: partial hours will be paid by rounding to the nearest quarter-hour as shown below:

1 to 7 minutes – round to zero hours

8 to 22 minutes – round to ¼ hour

23 to 37 minutes – round to ½ hour

38 to 52 minutes – round to ¾ hour

53 to 60 minutes – round to 1 hour

6.3.2 Documentation validating the invoice charges must be emailed to the designated LIT representative and include, but not be limited to:

6.3.2.1 An itemized list of hours worked by the security guards shall accompany each invoice.

6.3.4 Hours will be approved by the designated LIT representative.

6.3.5 Invoices must be submitted no later than the 15th day of the month after the services have been provided, or as otherwise stated on the contract.

6.4 PAYMENT TERMS: LIT's standard payment terms are "net 30 days" as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

LIT, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), LIT is not required to provide a tax exemption certificate to establish its tax exempt status.

Section 7 – Execution of Offer

Proposer shall complete, sign, and submit this Execution of Offer with their proposal response. The Execution of Offer must be signed by an authorized officer of Proposer duly authorized to bind the Proposer to its proposal. Failure to sign the Execution of Offer will result in the rejection of proposal.

7.1 In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.

7.2 By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.

7.3 By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposal lists.

7.4 By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporation, partnership, or institution represented by the offeror or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

7.5 Acknowledgement of Addenda: The undersigned Proposer hereby acknowledges receipt of the following Addenda issued as a part of this solicitation (initial only if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Note: If there was only one (1) Addendum issued, initial just the first blank after No. 1, not all five (5) blanks above.

Federal Employer Identification Number (FEIN): _____

Proposer/Company: _____

Signature: _____ **Date:** _____

Name (typed/printed): _____

Title: _____

Address: _____

Telephone Number: _____ E-mail: _____

Section 8 – Proposer’s Questionnaire

The Proposer recognizes that in selecting a Contractor, LIT will rely in part on the answers provided in response to this Section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete.

All Proposals submitted must contain full and complete responses to each of the following questions about Proposer’s firm (“**Company**”). Proposer must demonstrate the ability to successfully provide the Services. If a Proposer cannot meet any qualifications or responsibilities, it must state that, and when appropriate, offer an alternative response. Failure to respond to any item listed may disqualify the Proposal.

8.1 COMPANY PROFILE:

8.1.1 Legal name of company: _____

Federal Tax ID #: _____

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, LIT prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

8.1.2 State whether Proposer will provide a copy of Company financial statements for the past two (2) years, if requested by LIT.

8.1.3 Provide financial rating of Company and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

- 8.1.4 Provide a brief history of the Company. Indicate the number of years the Company has provided the type of services for which this proposal is submitted.
- 8.1.5 Present evidence that the Company is licensed to solicit business in the State of Texas. Include a copy of the license(s).
- 8.1.6 Identify the organizational status of the Company, i.e., corporation, partnership, or sole proprietorship. Include the date of incorporation, name of corporate president/principals, and federal employment identification number (corporations) or social security number (sole proprietorship).
- 8.1.7 Does any relationship exist by relative, business associate, capital-funding agreement, or any other such kinship between the Company and any employee of LIT? If so, please explain.
- 8.1.8 Is the Company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 8.1.9 Is the Company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 8.1.10 Provide any details of all past or pending litigation or claims filed against the Company that would negatively impact the Company's performance under any agreement with LIT.
- 8.1.11 Provide the name, title, email and telephone number of the individual who will serve as the primary day-to-day contact for LIT should a contract be awarded to Company.

8.2 QUALITY OF SERVICE:

- 8.2.1 Discuss how Company maintains relationships with clients and provides high-level customer service to clients.
- 8.2.2 Describe the Company's plan to maintain effective communication with LIT.
- 8.2.3 Will Company provide a yearly performance review to LIT including suggested improvements and future roadmaps? If so, explain.
- 8.2.4 Describe Company's service support philosophy, how it's implemented, and how success in maintaining the philosophy is measured.
- 8.2.5 Describe service approach Company will use and how quality of service will be measured for this project.
- 8.2.6 Describe the training afforded Company employees.
- 8.2.7 Describe the types of reports or other written documents Company will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

8.3 MISCELLANEOUS:

- 8.3.1 Provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to LIT. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 8.3.2 Provide details describing any unique or special services or benefits offered or advantages to be gained by LIT from doing business with Company. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 8.3.3 Describe, or provide a copy of, Company's contingency plan or disaster recovery plan in the event of a disaster.
- 8.3.4 Describe any difficulties Company anticipates in performing its duties under the Agreement with LIT and how Company plans to manage these difficulties. Describe any assistance Company would require from LIT.

8.4 ADDITIONAL CONSIDERATIONS: Describe any additions or changes to the Scope of Work that Company would suggest in order to successfully meet the objective of this RFP or that may be of benefit to LIT. Any additions, changes or suggestions should be clearly described and defined for LIT's consideration. LIT reserves the right to incorporate any such additions, changes or suggestions into the Agreement.

Section 9 – Additional Questions Specific to RFP

The Proposer recognizes that in selecting a Contractor, LIT will rely in part on the answers provided in response to this Section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete. LIT reserves the right to contact each reference or contact name listed in response to this RFP at any time and shall be free from any liability to Proposer for conducting such inquiry. To be considered, Proposer must address and include a response to each question in this Section in their proposal in the order asked and following the same numbering format.

Proposer must submit the following information as part of Proposer's proposal:

9.1 VENDOR EXPERIENCE (25%)

- 9.1.1 Provide references from three (3) of Proposer's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP.

Provide the following information for each customer:

- Customer name and address;
- Contact name with email address and phone number;
- Time period in which work was performed;
- Short description of work performed.

- 9.1.2 Has Proposer worked with LIT in the past five (5) years? If "yes," state LIT contact and provide a brief description of work performed.

- 9.1.3 Describe Proposer's unique qualifications as they pertain to this project and as they meet the qualification requirements of the SOW Sections 2 and 3. The response should be specific and address all requirements described in this RFP solicitation.

9.2 QUALITY OF SERVICE (45%)

- 9.2.1 Describe Proposer's approach and ability to meet the service requirements as they pertain to this project and as they meet the service requirements of the SOW Sections 4 and 5. The response should be specific and address all requirements described in this RFP solicitation.

- 9.2.2 Describe the overall staffing approach and staffing plan Proposer will use to complete the Services described in this RFP.

Provide the following information on employees that will work directly with this project including each proposed VCM, Supervisor, and armed security guard:

- Knowledge and experience in law enforcement and security guard service procedures.

- 9.2.3 Identify types of training that have been provided by Proposer to each proposed VCM, supervisor, and to the armed security guards within the last two years.

Provide the following training information for each proposed VCM, Supervisor, and armed security guard within the last two years.

- Training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations, managing security guard personnel, and other specific training and certifications.

SECTION 10 – General Terms & Conditions of Contract

The terms and conditions contained in the attached Agreement (ref. **APPENDIX ONE**) or, in the sole discretion of LIT, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP.

10.1 If Proposer agrees with the terms and conditions set forth in **APPENDIX ONE**, Proposer will acknowledge it in writing (ref. **Section 10.3**).

10.2 If Proposer has additional terms and conditions that it proposes to include in any contract or agreement resulting from this RFP (such as software license terms and conditions) or if Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a redlined **APPENDIX ONE** (in an editable format, i.e. Microsoft Word) as part of its proposal in accordance with **Section 3.3.4** of this RFP. Proposer's additions and exceptions will be reviewed by LIT and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's additions and exceptions do not result in disqualification of Proposer's proposal, then LIT may consider Proposer's additions and exceptions when LIT evaluates the Proposer's proposal. LIT will not be bound by or required to accept or agree to any terms and conditions that a Proposer includes (or fails to include) in its Proposal.

Any additions, deletions, noted exceptions or other change made to the Agreement must be accompanied by a comment explaining Proposer's rationale for the edit.

10.3 Regarding the Agreement (ref. **APPENDIX ONE**) Proposer:

A. Agrees with the terms and conditions in the Agreement and is not submitting a redlined version:

Yes: _____ No: _____

B. Takes exception to some of the terms and conditions and has submitted a redlined version of the Agreement for consideration:

Yes: _____ No: _____

C. Has submitted additional terms and conditions for consideration by LIT in a new Exhibit(s) to the Agreement:

Yes: _____ No: _____

Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer's disqualification.

**APPENDIX ONE
AGREEMENT**

(See separate attachment)

APPENDIX TWO HUB SUBCONTRACTING PLAN

Per **Section 3.2** of this RFP, LIT has reviewed this RFP in accordance with [Title 34, Texas Administrative Code, Section 20.285](#), and has determined that subcontracting opportunities (HUB and/or Non-HUB) are probable under this RFP therefore a HUB Subcontracting Plan (“**HSP**”) is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with LIT’s Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

*Each Proposer, **whether self-performing or planning to subcontract**, must complete and return the HSP in accordance with the terms and conditions of this RFP. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with [§2161.252, Government Code](#). 1. All Proposers must submit a HUB Subcontracting Plan regardless of whether Proposer is a certified Texas HUB or not.*

1. **REQUIRED HSP FORM:** Visit the Texas Comptroller of Public Account’s webpage (<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>) to download the current “[HUB Subcontracting Plan Form](#).”
2. **HSP SUBMISSION:** Proposer must complete the HSP, then print, sign and scan all pages of the HSP form, with additional support documentation*, and submit the HSP to LIT as instructed in Section 3.3 of this RFP.

*If Proposer’s submitted HSP refers to specific page(s) / Sections(s) of Proposer’s proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees, Proposer must include copies of those pages with the HSP. In addition, all solicitation emails to potential subcontractors must be included as backup documentation to the Proposer’s HSP to demonstrate the Good Faith Effort. Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

3. **HSP GUIDANCE:** The HSP form includes a “**Quick Checklist**” to assist Proposers in identifying the sections of the HSP that will need to be completed. The form is in *fillable* PDF format and must be downloaded and opened with *Adobe Acrobat/ Reader* to utilize the fillable function. Proposer should use the RFP number as the “Requisition #” on all HSP documents. The following should be taken into consideration by Proposer when reviewing the HSP form:

A. **If Proposer chooses to self-perform:**

Proposer will be required to provide a detailed Self Performance Justification as to how Proposer’s firm will perform the entire contract with its own equipment, supplies, materials and employees. *Complete SECTION 3 of the “HUB Subcontracting Plan.”*

B. **If Proposer will subcontract:**

1. Proposer must submit a completed “HSP Good Faith Effort – Method B (Attachment B)” for each subcontracting opportunity listed in Section 2, Item b. of the “HUB Subcontracting Plan (HSP).”
2. Proposer must give notification in writing to at least three (3) Texas certified HUBs for each trade / scope identified for the project. A notification form is included in the HSP package. Use of this form is highly recommended. You must allow the HUB subcontractors no less than seven (7) working days from the receipt of their notice to

respond. Complete Section B-3, Item b. of the “HSP Good Faith Effort – Method B (Attachment B).”

Visit the State of Texas Centralized Master Bidders List (CMBL) for a list of HUB vendors: <https://mycpa.cpa.state.tx.us/tpasscmbllsearch/index.jsp>

3. Proposer must notify a minimum of two (2) minority or women trade organizations or development centers of subcontracting opportunities. Proposer must allow the HUB subcontractors no less than seven (7) working days from the receipt of their notice to respond. Complete Section B-3, Item d. of the “HSP Good Faith Effort – Method B (Attachment B).”
4. Proposer must provide written justification of the selection process if a HUB company is not selected. Complete Section B-4, Item c. of the “HSP Good Faith Effort – Method B (Attachment B).”
5. Proposer is required to submit all supporting documentation (HUB Subcontracting Opportunity Notification Form(s), letters, phone logs, fax transmittals, emails, etc.) demonstrating evidence of good faith effort performed in contacting subcontractors and listings. Failure to produce required documentation may result in rejection of Proposer’s HUB Plan and subsequently the proposal