

SERVICE AGREEMENT NO. 3300

Armed Security Guard Services for Sunrise Beach

THIS **Armed Security Guard Services for Sunrise Beach Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Vets Securing America, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Armed Security Guard Services for Sunrise Beach in response to Request for Bid/Proposal No. 3300 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Armed Security Guard Services for Sunrise Beach ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for three years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department, or the performance date listed in the notice to proceed, whichever is later. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$208,050.36, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Diana Zertuche-Garza
Department: Utilities
Phone: 361-886-1827
Email: DianaG@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. **Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. **Warranty.**

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

12. **Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
13. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Diana Zertuche-Garza
Title: Contracts/Funds Administrator
Address: 2726 Holly Rd., Corpus Christi, TX 78415
Phone: 361-886-1827
Fax: N/A

IF TO CONTRACTOR:

Vets Securing America, Inc.
Attn: Gerald Gregory
Title: President
Address: 3363 E. Commerce Street, Suite 132, San Antonio, Texas 78220
Phone: 800-441-1808
Fax: N/A

17. ***CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES,***

WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

20. Limitation of Liability. The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.

21. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to

withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

22. **Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
23. **Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
 - A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
24. **Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
25. **Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
26. **Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
27. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

DocuSigned by:

Signature: Gerald Gregory
F0001000100D400...

Printed Name: Gerald Gregory

Title: President

Date: 5/17/2021

CITY OF CORPUS CHRISTI

Josh Chronley
Interim Assistant Director, Contracts and Procurement

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 3300
- Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements

- A. The Contractor shall provide armed security guard services, "on-site" monitoring of Sunrise Beach as specifically outlined in Scope of Work. Requirements for patrolling this area shall be as outlined in this Scope of Work.
- B. Type of Security - The Security Guard shall be armed with a firearm. Any nightstick, baton, billy club, flashlight, or other device which might be construed as a protective weapon which the Contractor may wish the Security Guard to carry, must be specifically approved in advance by the Contract Administrator.
- C. Identification - Contractor must provide the Security Guard a certified identification card. The Security Guard of the Contractor shall be required to wear a Contractor-provided photo identification card at all times. Contractor shall provide to the Contract Administrator a list containing the name(s) and a passport-size photograph of the Security Guard assigned to duty. Contractor shall keep such list with photographs current at all times. **No "trainees" will be allowed in place of Security Guards.**
- D. Experience - The Security Guard assigned to duty at Sunrise Beach must have a minimum of one year's experience and be a commissioned Level 3 Uniformed Security Guard and must have been employed by Contractor for a minimum of **one** year. The Contractor must provide Contract Administrator proof of years of experience. The Contract Administrator reserves the right to waive these requirements if Contractor can provide "good reason" concerning experience or time employed.
- E. Drug Testing - The Contractor must use a drug testing laboratory certified by the Federal Substance Abuse & Mental Health Services Administration of the United States Department of Health and Human Services and must follow United States Department of Transportation Procedures identified in 49 Code of Federal Regulation, Part 40. Moreover, chain-of-custody procedures will be followed to account for the integrity of each specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. Each specimen submitted for testing will be assayed for the presence of the following compounds:

EMIT SCREEN <u>DRUG GROUP</u>	GC/MS CONFIRMATION	
	DETECTION LEVEL ng/ml*	DETECTION LEVEL ng/ml*
Amphetamines	500	250
Barbiturates	300-1000**	200
Benzodiazepines	300	200
Cocaine Metabolites	150	100
Marijuana Metabolites	50	15
Methadone	300	200
Methaqualone	300	200
Opiate Metabolites	300	300
Phencyclidine	25	25
Propoxyphene	300	200

* nonograms/milliliter

** The limit of detection varies according to the specific drug and/or metabolite(s) present.

The Contractor shall conduct drug testing prior to assignment and placement and will conduct random drug tests, in compliance this scope of work, on the Security Guard assigned to duty. Contractor shall review all drug tests. Any employee of the Contractor failing a drug test shall not be assigned to duty. Contractor will provide the written results of any drug test within 24 hours of City's request for same.

F. **Background Checks –**

1. **At Contractor's expense, and as a prerequisite to placement, Contractor shall perform background and credit investigations on any Security Guard assigned to Sunrise Beach and furnish the results of same to the Contract Administrator, or designee, who will determine each prospective guard's eligibility for placement with the City, prior to Contractor making placement. Contractor's failure to provide written proof, acceptable to the Contract Administrator, that the above-described background and credit checks were conducted for each any Security Guard prior to placement and are favorable for placement, shall result in the City deducting \$500, for each such unauthorized placement, from the invoice applicable to the month in which such unauthorized placement(s) was/were made.**
2. Credit Investigations - All credit investigations shall be conducted on a national basis and shall reflect "Actual" credit history. For the Security Guards who has resided solely in the State of Texas for the ten years immediately preceding their placement with the City, the Contractor need only conduct a State of Texas background check which shall

consist of a search for criminal convictions at the state level and in those counties in which said employee has resided. For the Security Guards who has who has resided outside the State of Texas at any time and for any duration of time during the ten years immediately preceding placement with the City, the Contractor shall conduct a national background check which shall consist of a search of the following for criminal convictions: federal records and records of the states and counties/parishes in which said prospective Security Guard has resided in the ten years immediately preceding placement with the City. All background checks shall search for criminal convictions and Also-Known-As (AKA).

3. Any Security Guard assigned to Sunrise Beach must also comply with all Police Department security checks.
 4. An employee of the Contractor failing a background or Police Department check or who, in the opinion of the Contractor or the City, has an abnormally high debt-to-earnings ratio, shall not be assigned to duty at any City facility.
- G. Smoke Free - All City Facilities are "Smoke Free" buildings. Therefore, no smoking is allowed by employees, contractors, vendors, visitors, or anyone within the building, including Contractor's employees.
- H. Training/Customer Service - Any Security Guard assigned to duty shall be trained and undergo periodic refresher training in the following areas:
1. Red Cross-Certified First Aid procedures and resuscitation. Procedures including the use of cardio-pulmonary resuscitation (CPR) and the Heimlich maneuver. **Proof of training for each assigned Security Guard must be submitted to the Contract Administrator.**
 2. Communication procedures including the use of portable two-way radio equipment and cellular telephones.
 3. Police procedures in: public relations, facility security, personal safety, emergency management, personal assaults, disorderly conduct, public intoxication, juvenile delinquency, patrolling and surveillance and reporting techniques.
 4. The Contractor will make sure any Security Guard assigned is trained to write and maintain daily reports, including, but not limited to, those detailed in this scope of work. Security Guards will be trained to document activities or problems in City Facilities, as well as, properly

complete accident or incident reports covering mishaps, unusual events, unexpected occurrences, and the like.

1.2 Contract Employees

Contractor's Security Guard assigned to Sunrise Beach will conduct themselves in a businesslike and professional manner at all times. The Contractor expressly agrees to remove from duty any Security Guard whose continued employment is deemed by the Contract Administrator to be contrary to the public interest or inconsistent with the best interest of the City.

1.3 Identification of Contract Employees

All of the Contractor's employees regularly employed as a Security Guard assigned to Sunrise Beach or in the direct supervision of said Security Guard under this Contract shall be identified by a distinctive uniform complete with photo badge and name tag identifying each employee individually.

1.4 Pre-Performance Conference

Prior to commencing work under the Contract, the Contractor shall meet in conference with the Contract Administrator to develop mutual understandings relative to this contract and to provide for a smooth assumption of duties.

1.5 Damage or Loss of Property

The Contractor is responsible for taking action to protect City supplies and equipment and the personal property of its employees from loss, theft, damage, or tampering.

1.6 Invoicing Instructions

Contractor's invoices will be submitted to the Contract Administrator within five working days following the end of each calendar month in which services are performed. Upon verification of the work performed and charges, the Contract Administrator will process the invoices for payment.

1.7 Emergency Procedures

Contractor shall be thoroughly familiar with Emergency Procedures Manuals for all Facilities. The Contractor and each Security Guard shall observe and enforce all building Fire and Safety regulations including but not limited to those regarding smoking and shall be cognizant of and observe all requirements for handling and storage of combustible waste, trash, etc. Contractor shall promptly report all infractions of these rules and requirements to the Contractor Administrator.

1.8 Contractor Quality Control

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the

Contract are provided as specified. All new Security Guards duties will be personally supervised by an experienced Security Guard for not less than the initial 16 hours the new Security Guard is on duty, to familiarize the new Security Guard with procedures before assuming independent duty. At least twice annually, the Contractor will conduct a comprehensive inspection of security operations, requirements, and weaknesses or problems. The results of this inspection will be compiled in a formal report, a copy of which will be given to the Contract Administrator, twice annually. The report will highlight current Contract performance and recommended solutions will be provided for any perceived problem areas.

1.9 City Quality Assurance

All phases of the services rendered under this Contract are subject to the inspection and approval of the Contract Administrator. If the Contractor's overall performance is unsatisfactory, the Contract Administrator will so notify the Contractor in writing. The Contractor shall reply to such notice in writing within three working days with an outline or plan of corrective action which must be acceptable to the Contract Administrator, or designee. Contractor's continued unsatisfactory performance shall be sufficient cause for termination of this contract.

1.10 Facility Specific Requirements

Services will be provided at 22825 Park Rd 25, Mathis, Texas. An Armed Security Guard will be assigned to monitor the front gate allowing only paid customers entry. Patrol of assigned area is required on an hourly basis. The Security Guard must become familiar with Park rules to help enforce and deliver eviction and non-compliance notices when required. Security inspections of restroom facilities must be performed on a daily basis at 10:00pm.

1.11 Work Site and Conditions

The work shall be performed at 22825 Park Road 25, Mathis, Texas. The hours services are required are Sunday through Saturday from 3:00pm to 11:00pm which includes national holidays. Patrol of the main gate and RV Park which accommodates up to 75 trailers is required. Work may need to be performed in all types of weather conditions.

1.12 Installed Systems

The following systems are to be monitored for location:

1. Security Cameras
2. Pin code activation security gates

1.13 Reports

Sunrise Beach will require additional reporting of issues or findings including but not limited to water leaks, septic, and electrical issues.

1.14 Facilities and Equipment Provided by the City

The City will provide a logbook and pens for the guard on duty. No other equipment will be provided by the City.

1.15 Contractor Furnished Supplies and Equipment

The Contractor shall furnish handgun and vehicle.

1.16 Security Guard Access to the Building

Will only have access to security post and restroom facilities.

1.17 Special Instructions to the Contractor

A. The Contract Administrator will provide special instructions pertaining to the smooth and efficient operation of Security Guard Surveillance and monitoring services. Such instructions will be provided in three categories:

1. Written standing instructions which will be directives of a permanent nature that will remain in force until formally changed or canceled. These will be instructions that pertain to the normal operation and preservation of good order and efficiency within the building and environs for all Facilities.
2. Written temporary instructions will be related to the specific event or operation which is expected to be completed during a specific time frame. These instructions will normally be canceled on completion of the event or operation for which they are written.
3. Verbal temporary instructions will be provided to the Contractor by the Contract Administrator, or designee, to address unforeseen incidents or problems which may develop. They will pertain only to the specific situation for which they are provided.

B. While it shall be the responsibility of the Contractor to carry out such special instructions given by the Contractor Administrator, it is the obligation of the Contractor to offer comment or recommendations regarding any such instructions which may bear improvement or be contrary to established security practices. Such comment or recommendation may be given verbally but must be followed by written notice to the Contract Administrator from the Contractor.

C. Special instructions to the Contractor will be given only by the Contract administrator or designee specified in writing. Further, the City agrees that any claims arising from third parties against the Contractor for acts and/or omissions directed by the City and giving rise to such claims are the responsibility of the City unless negligence or malpractice on the part of the Contractor or any Security

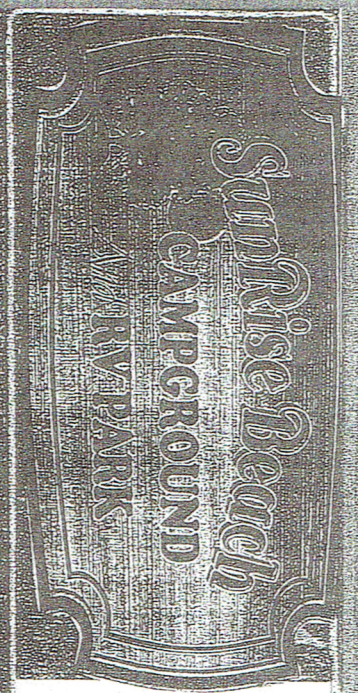
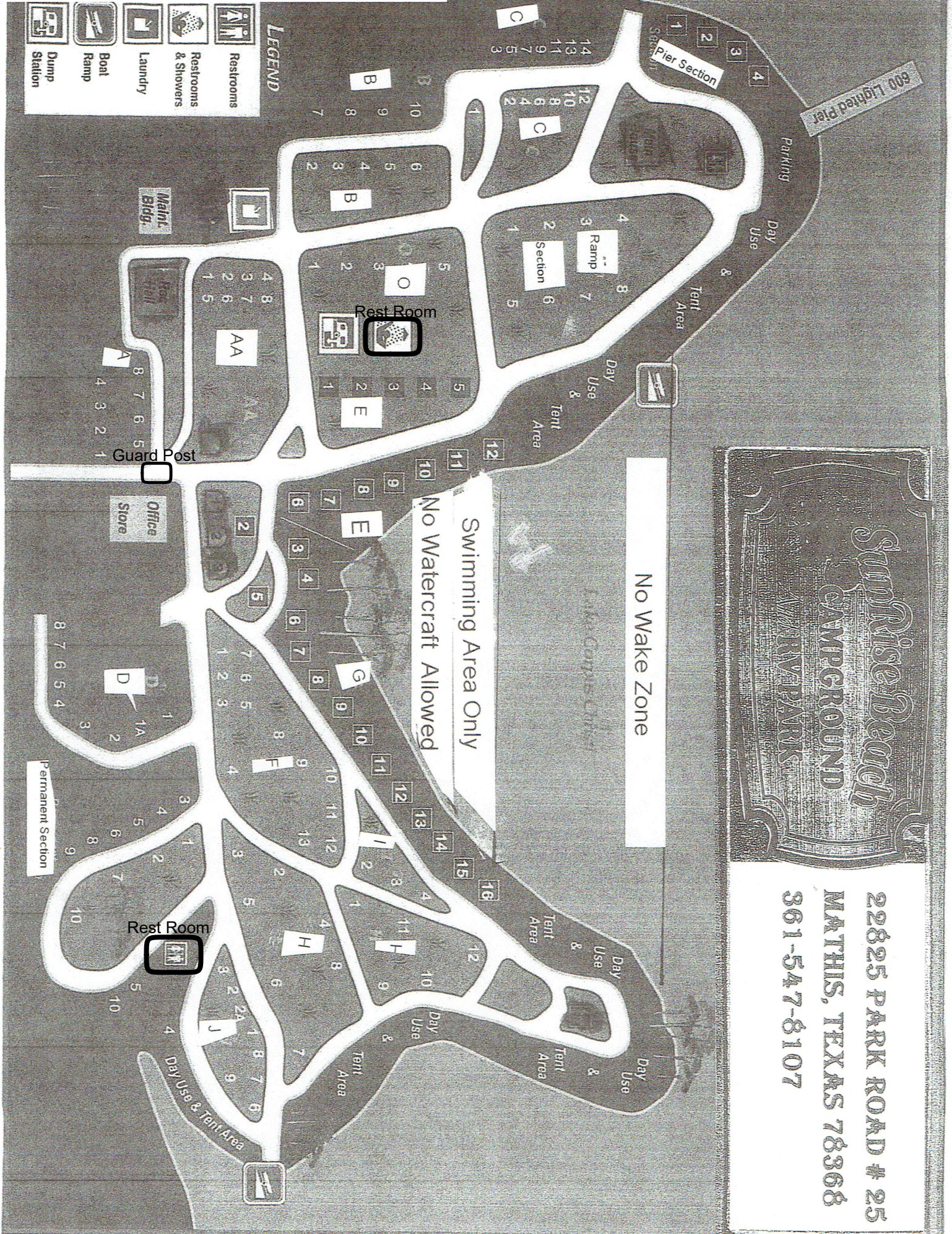
Guard is indicated. Each party waives any and all rights of recovery against the other party for damage to the premises or loss of property as a result of fire or force majeure except in instances involving the negligence or malpractice of either party.

1.18 City Contract Administrator

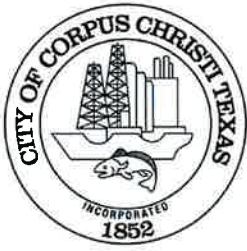
The Contract Administrator shall be the single point of contact for the Contractor for all matters and shall keep all records pertaining to this contract. The Contract Administrator shall approve all phases of performance and operations under this Contract including authorization for payment. The Contract Administrator or his/her designee shall be the single point of contact for the Contractor for all matters. The Contract Administrator may change over time and any such changes will be given to the Contractor in writing.

Sunrise Beach Building Contact

David Lozano
Wesley Seale Dam 299 County Rd. 365.
361-826-1271
DavidLoz@cctexas.com



22825 PARK ROAD # 25
MATHIS, TEXAS 78368
361-547-8107



CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT DEPARTMENT BID FORM

RFB No. 3300 - Revised 11-25-2020
Armed Security Guard Services for Sunrise Beach

PAGE 1 OF 1

Date: 12/1/2020

Bidder: Vets Securing America

Authorized
Signature: _____

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	Annual Qty	UNIT	Unit Price	Total Price
1	Estimated hours of security service required for 12 months: Armed Guard – Sun-Sat (3pm-11pm)	2,920	HRS	\$21.44	\$ 62,604.80
2	Armed Guard: Miscellaneous Hours	100	HRS	\$ 21.44	\$ 2,144.00
3	Armed Guard: Overtime Hours	100	HRS	\$31.09	\$ 3,109.00
4	Armed Guard: Holiday Hours	48	HRS	\$ 31.09	\$ 1,492.32
1 Year Total					\$ 69,350.12
3 Year Total					\$ 208,050.36

ATTACHMENT C: INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Purchasing Director one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS'S COMPENSATION Employers Liability	Statutory \$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

D. Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and

not less than ten (10) calendar days advance written notice for nonpayment of premium.

- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

Section 5. Bonds. (B) is null to this agreement

2020 Insurance Requirements

Ins. Req. Exhibit 4-B

Contracts for General Services – Services Performed Onsite

06/08/2020 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

Section 8. Warranty. (A) & (B) is null to this Service Agreement