

SERVICE AGREEMENT NO. 2436

Uniformed Security Guard Services

THIS **Uniformed Security Guard Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Sec-Ops, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Uniformed Security Guard Services in response to Request for Bid/Proposal No. 2436 ("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 Uniformed Security Guard Services ("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. 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 \$3,659,703.30, 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: Marc Harrod, Senior Officer
Department: CC Police Department
Phone: 361-826-1751
Email: March@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.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 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: Senior Officer Marc Harrod
Title: City Hall Liaison Officer
Address: 1201 Leopard St., Corpus Christi, TX 78401
Phone: 361-826-3697
Fax: N/A

IF TO CONTRACTOR:

Sec-Ops Inc.
Attn: Robert Lott
Title: Chief Executive Officer
Address: 5729 Leopard Street, Building B
Phone: 361-299-6767
Fax: 361-299-6769

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. 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.
- 21. 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.
- 22. 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).
- 23. 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.
- 24. 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.
- 25. 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

Signature: 

Printed Name: Robert D. Lott

Title: CEO

Date: 9/16/2019

CITY OF CORPUS CHRISTI

Kim R Baker

Kim Baker
Director of Contracts and Procurement

Date: 10.16.19

ATTEST: Rebecca Huerta
REBECCA HUERTA
CITY SECRETARY

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. 2436
- Exhibit 2: Contractor's Bid/Proposal Response

M2019-160 MUNICIPAL
CITY COUNCIL 10-15-2019
RET/AB
SECRETARY

ATTACHMENT A: SCOPE OF WORK

1. General Requirements (All Facilities):

- A. The Contractor shall provide all uniformed security guard services, "on-site" monitoring of various City Facilities as specifically outlined for each facility. Requirements for patrolling these areas shall be as outlined in this Scope of Work.
- B. Type of Security - The "Lead" Security Guard and three Back-Up Security Guards assigned to City Hall shall be armed with a firearm. Other Security Guards are forbidden to carry any type of firearm, visible or concealed except where otherwise specified for the specific facilities outlined in this scope of work. 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 all Security Guards a certified identification card. Security Guards, supervisors, and any employee 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 names and a passport-size photograph of each 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 - "Lead" Security Guards assigned to duty at City Hall 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. Back-up Security Guards assigned to City Hall must have a minimum of one year experience and be a commissioned Level 3 Uniformed Security Guard, and must have been employed by Contractor for a minimum of six months. Guards assigned to other City facilities must have three months experience and be a Level 2 Uniformed Security Guard, and must have been employed by Contractor for a minimum of one month. 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 - 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:

DRUG GROUP	EMIT SCREEN DETECTION LEVEL ng/ml*	GC/MS CONFIRMATION 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.

Contractor shall conduct drug testing prior to assignment and placement and will conduct random drug tests, in compliance this scope of work, on all Security Guards 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 - At Contractor's expense, and as a prerequisite to placement, Contractor shall perform background and credit investigations on every Lead Security Guard and Back-up Security Guard** 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. The Airport may subject Security Guards to a TSA background check, to include a fingerprint, based on criminal records history. Individuals who have had a felony conviction in the last ten years will be automatically ineligible to be assigned to the Airport. The TSA background check shall be at the expense of the Contractor. **Contractor's failure to provide written proof, acceptable to the Contract Administrator, that the above-**

described background and credit checks were conducted for each Lead Security Guard and Back-up 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.

Credit Investigations - All credit investigations shall be conducted on a national basis and shall reflect "Actual" credit history. For those prospective Lead Security Guards and Back-up Security Guards who have 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 those prospective Lead Security Guards and Back-up Security Guards who have 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 Lead Security Guards and Back-up Security 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).

Security Guards must also comply with all Police Department security checks. 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 - All Security Guards 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 all Security Guards are 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.

2. Contract Employees (All Facilities):

Contractor's Security Guards and Supervisors 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.

3. Identification of Contract Employees (All Facilities):

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

4. Pre-Performance Conference (All Facilities):

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.

5. Damage or Loss of Property (All Facilities):

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.

6. Invoicing Instructions (All Facilities):

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.

7. Emergency Procedures (All Facilities):

Contractor shall be thoroughly familiar with the fire prevention systems and 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.

8. Contractor Quality Control (All Facilities):

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. The Contractor will also provide supervision to the extent that a senior officer of the Contractor will personally visit and inspect the on duty Security Guard randomly and not less than once during each day time shift. These visits will be recorded in the Daily Log kept by the Security Guard. All new Security Guards duties will be personally supervised by a Lead Security Guard or other experienced person for not less than the initial 16 hours the new Security Guard is on duty, to familiarize the new Security Guard with building systems and 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.

9. City Quality Assurance (All Facilities):

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.

10. Facility Specific Requirements:

A. City Hall Specific Requirements:

Services will be provided at **City Hall located at 1201 Leopard Street, Corpus Christi, Texas**. Security services for City Hall apply to all spaces contained within the City Hall building, including, but not necessarily limited to: screening of visitors to City Hall through the walk through metal detector or hand wand. Checking for identification cards of city employees that enter through the public entrance. Monitoring several security cameras that are placed in and around the building, patrolling of atriums, halls, restrooms, office spaces, work areas, conference rooms, public meeting areas, entranceways, lobbies, storage areas, elevators and stairways. Also included are patrolling of those parking areas, porches and walkways, drives and the Remote Utilities Depository Building immediately adjacent to and serving the City Hall complex. Security Access Systems and City Hall Fire Alarm Systems, and remote "Central Station" monitoring services of City Hall Fire Alarm Systems as described herein.

B. Frost Bank Specific Requirements:

Services will be provided at the **Frost Bank Building located at 2406 Leopard Street, Corpus Christi, Texas**. The Frost Bank Building also functions as the Emergency Operations Center (EOC) in the event of a disaster. The Contractor shall provide all uniformed Security Guard Surveillance, Security Services, "on-site" monitoring of the Frost Building Security Access Systems and Fire Alarm Systems, as described herein. Security services apply to all spaces contained within the Frost Bank Building, Corpus Christi, Texas, including, but not necessarily

limited to: patrolling of halls, restrooms, office spaces, work areas, conference rooms, public meeting areas, entranceways, lobbies, storage areas, elevators and stairways. Also included are patrolling of parking areas, stairwells, porches and walkways, and drives. Requirements for patrolling these areas shall be as outlined in this scope of work.

C. Libraries Specific Requirements:

1. The Libraries to be covered by these Services are as follows:

La Retama Central Library located at 805 Comanche, Corpus Christi, Texas

Ben F. McDonald Public Library located at 4044 Greenwood, Corpus Christi, Texas

Dr. Clotilde P. Garcia Public Library located at 5930 Brockhampton, Corpus Christi, Texas

Janet F. Harte Public Library located at 2629 Waldron Road, Corpus Christi, Texas

Anita & W.T. Neyland Public Library located at 1230 Carmel Pkwy., Corpus Christi, Texas

Owen R. Hopkins Public Library located at 3202 McKinzie Rd., Corpus Christi, Texas

2. Services apply to all spaces contained within the Libraries, including, but not limited to: halls, restrooms, office spaces, work areas, public meeting areas, entranceways, lobbies, storage areas, elevators, and stairways. Also included are parking lots, walkways, drives and the book depository immediately adjacent to and/or servicing the Libraries.
3. On-site surveillance services shall include monitoring, verification and relay to appropriate authority all Fire, Police, security and other emergency alarms contained within the building. Response time for Fire Alarms shall be immediate and for Police and emergency security or panic alarms shall be not more than three minutes. Contractor shall be responsible for (a) the reception of a readily detectable signal from installed building alarm system which shall be maintained by the Libraries; (b) notification of the activated alarm to Contractor owned facilities; (c) discrimination of the type of alarm received as to Fire or security; (d) verification insofar as possible of the validity of the alarm; and (e) relay of the alarm to the appropriate agency, within the specified time limits; (f) two way communications between the uniformed security guard and staff at the public service desk.
4. Security services for La Retama Central Library will include, but are not limited to: patrolling the interior and exterior of the building to monitor for fire, theft, vandalism, irregular behavior, and unsafe conditions; advising patrons of the posted rules of conduct; securing the building at closing by: ensuring that patrons and staff have cleared the building at closing, activating security alarm and ensuring that staff reach their vehicles safely at closing.

5. Services for the Ben F. McDonald Public Library, Dr. Clotilde P. Garcia Public Library and Janet F. Harte Public Library will include, but are not limited to: patrolling the interior of the building to monitor for fire, theft, vandalism, irregular behavior, and unsafe conditions; advising patrons of the posted rules of conduct; ensuring that patrons and staff have cleared the building at closing and ensure that staff reach their vehicles safely at closing.
6. At all locations: if the security guard suspects that a situation could escalate as to endanger employees, visitors or anyone in the Library, the security guard shall immediately call the Corpus Christi Police Departments 911 for assistance, the immediacy depending upon the situation encountered. The security guard will record incidents in a daily log and inform Library staff of incidents.

D. O.N. Stevens Water Treatment Plant Specific Requirements:

1. Services shall be provided at the **O.N. Stevens Water Treatment Plant located at 13101 Up River Road, Corpus Christi, Texas**. Security Guards shall be responsible for continuously monitoring the Leopard St. Gate and Hearn Rd. entry gate at the O.N. Stevens Water Treatment Plant. If the Security Guard suspects that a situation could escalate so as to endanger employees, visitors, or anyone in or at the O.N. Stevens Water Treatment Plant, the Security Guard shall immediately call the Corpus Christi Police Department 911 for assistance, the immediacy depending upon the situation encountered. The Security Guard shall carry a cellular phone and the handheld radio provided by the City at all times that they are outside of the Security Guard Station. The American Water Works Association *Security Practices for Operation and Management* guidelines have been included in this scope of work and will be provided upon award.
2. Leopard St. Gate (Front Gate)

All City employees must have a Blue Parking windshield sticker; if they do not have one, Guard must sign them in and issue a Green Visitor hangar. All visitors must be signed in and issued a Green Visitor Parking hangar and Visitor badge; hangar and badge must be turned in when leaving (Guard shall direct visitors to Parking area); All marked City vehicles may enter without checking in with Guard, unless otherwise notified.
3. All Chemical deliveries for the O. N. Stevens Water Treatment Plant must be documented and include the following: name of company, employee and what type of chemical delivery. List of companies will be provided.
4. All delivery trucks such as FedEx, UPS, etc must be stopped and signed in (name of employee and license tag), visitor parking permit does not need to be issued; They will be directed to the Warehouse.
5. All contractor and construction vehicles must enter through the Hearn Rd entrance; Guard shall direct them to enter the parking lot and turn around and exit and proceed to Hearn Rd entrance.

6. Guards shall notify City staff of any issues they may have with visitors and/or staff. A call list will be supplied.
7. Hearn Dr. Gate (Side Gate)

All vehicles shall be signed in. All Parking Contract hangars issued must be turned back in when exiting. If a hangar is not returned, the Guard shall complete a missing hangar form and notify Plant staff. Guards shall redirect UPS, FedEx, etc. to enter through the Leopard gate; all deliveries are taken to Warehouse, Warehouse personnel will contact our Project Managers if deliveries are made for Contractor.
8. Sign in sheets - Warehouse personnel will pick up sign in sheets every Monday. All vehicles on plant (except Chemical trucks and delivery trucks such as UPS & FedEx) should have a hangar or employee parking permit.

E. Airport Specific Requirements:

Services will be provided at the **Airport located at 1000 International Drive, Corpus Christi, Texas.** An Unarmed Security Guard will patrol outside the buildings, outside parking areas, and man stationary gate checkpoints. Specific duties include checking the identity of driver's license of personnel wanting to enter secured areas of the airport, searching vehicles, and prohibiting unauthorized vehicles from parking in the proximity of the terminal building. While providing security services for events, the Security workers may be expected to guard against unauthorized entry and direct traffic in the parking areas. Many of these duties will involve public contact, therefore it is important that Security Guards be of good character, possess good communication skills, and pay attention to their personal appearance. They should have some experience in watching and safeguarding property, have the ability to give routine information, and be able to deal effectively with people in difficult circumstances.

F. Corpus Christi – Nueces County Public Health District:

Services will be provided at **Corpus Christi/ Nueces County Public Health District (CCNCPHD) located at 1702 Horne Road, Corpus Christi, Texas.** Security services for **CCNCPHD** apply to all spaces contained within the **CCNCPHD** building, including, but not necessarily limited to: patrolling of the lobby, halls, restrooms, office spaces, work areas, conference rooms, entranceways, storage areas, elevators and stairways. Also included are patrolling of those parking areas, loading docks, walkways, and the W.I.C external building and modular building immediately adjacent to CCNCPHD complex. Security Access Systems and CCNCPHD Fire Alarm Systems, and security camera monitoring system of CCNCPHD as described herein.

11. **Work Site and Conditions:**

City Hall—Services for City Hall shall be provided around the clock (24 hours per day, every day of the year). The work shall be performed in and about the City Hall building, Corpus Christi, Texas. The building consists of a basement, ground floor, five upper level floors with a mezzanine level for elevator operating equipment, and two stair wells. Net floor area in the building is approximately 130,000 square feet which consists primarily of commercial office spaces. The basement contains storage, training room, print shop, mail room, loading dock, mechanical room, computer center, and various office spaces. The first floor contains the main atrium, four prominent entrances, the office of the Mayor and City Secretary, City Council Chambers with meeting rooms, Utilities Business Offices and Collections, Central Tellers and Cash Management, Contracts and Procurement and Human Relations. Second floor through fifth floor contain offices, meeting rooms, storage, and reception areas. Sixth floor contains a meeting room, wellness clinic, and fitness room. Each floor has a male and female restroom. The City Hall building is served by three passenger elevators, one freight elevator; and two escalators. The escalators only serve the first and second floor levels. Also included are three paved and lighted on-site parking lots and a Remote Utilities Depository Building.

1. City Hall is equipped with a metal detector, Security Access System, Closed Circuit Television System with multiplex monitors and recording capabilities serving several areas, an automatic fire alarm system and a full sprinkler (fire suppression) system. Some of the areas monitored by CCTV include Central Cashiering/Utilities Collection area, the City Secretary/Mayor's reception area, the four main entrances to the ground floor, and the loading dock in the basement. The City Council Chambers, City Secretary's Office, Mayor's Office and City Manager's Office, and Central Cashiering are equipped with panic alarms. As part of the Security Access System, the exterior doors and selected interior doors to certain secured areas are controlled by magnetic locks and card readers as well as by locking hardware. The Fire Alarm System and the Security Access System are located in the Security Center on first floor.
2. The City Hall building is open to the public during normal business hours from 8 a.m. to 5 p.m., Monday through Friday except official City holidays. The City Council Chambers and other conference areas in the building are used for public meetings after normal business hours on a recurring basis. Customarily, after hours meetings are limited to the basement training room, first floor conference rooms, and City Council Chambers. On an average work day, the building houses approximately four hundred City employees and receives between one and two thousand visitors. Except for specific areas under lock and key, City Hall is generally open to the public during normal business hours.

3. Security Guard Surveillance and Patrolling Procedures: Security Guards shall be assigned to duty at City Hall as follows:
- a. Shift A - Lead Security Armed Guard from 6:00 am to 5:00 pm, Monday through Friday. Lead Security Guard shall address any concerns that City staff may have regarding the security of the building, grounds, and parking lots, and shall be able to provide direction to the back-up security guard in order to get these resolved. **The Lead Security Armed Guard shall maintain at least two Security Guards in the parking lot during business hours.**
 - b. A second Armed Security Guard which is the back-up to the Lead Security Guard shall be assigned to duty at City Hall from 7:00 am to 6:00 pm, Monday through Friday.
 - c. A Third Armed Security Guard will be assigned to City Hall from 8am to 12am and will back up the parking lot Armed Security Guard after business hours Monday thru Friday.
 - d. A Fourth Armed Security Guard will be dedicated to the parking lot from 6am to 10pm, Monday through Friday.
 - e. Shift A- The day shift Unarmed Security Guard will be assigned to duty from 8am to 4pm, Monday thru Friday.
 - f. Security Screeners: Two Unarmed Security Guards will be positioned at the metal detector from 7:30 am until 5:00 pm, Monday thru Friday. These two guards will welcome visitors to City Hall and direct them through the metal detector. If the metal detector is activated, a guard will wand the visitor with a hand wand to determine the source of the activation. The guards will also check employees that enter this entrance to make sure they have City identification cards. If so, they may pass without going through the metal detector. As security measures are added, Security Screeners shall log visitors going to visit offices on floors two through six.
 - g. Command Post – One Unarmed Security Guard shall monitor all City Hall Cameras located in the security command post from 7:30 am until 5:00 pm. Monday to Friday. The guard shall communicate with other guards and contact Police and Fire Departments when necessary. The guard shall be capable of operating technical monitoring equipment and public address systems and phone systems within City Hall.
 - h. Shift B - The afternoon Unarmed Security Guard will be assigned to duty from 4:00 pm to 12:00 am, Monday through Friday.
 - i. Shift C – Two night Unarmed Security Guards will be assigned to duty from 12:00 am to 8:00 am, Sunday through Saturday.
 - j. Weekend Shifts: Two Unarmed Security Guards shall be assigned to City Hall from 8:00 am Saturday until 4:00 pm Saturday afternoon. Two Unarmed Security Guards will be assigned to City Hall from 4:00 pm Saturday afternoon to 12:00 am Sunday Morning. Two Unarmed Security Guards will be assigned to City Hall from 12:00 am Sunday to 8:00 am Sunday Morning. Two Unarmed

Security Guards will be assigned to City Hall from 8:00 am Sunday Morning to 4:00 pm Sunday Afternoon. Two Unarmed Security Guards will be assigned from 4:00 pm Sunday afternoon until 12:00 am Monday Morning.

- k. The weekend shift guards shall be responsible for patrolling the building's interior spaces. This shift may be broken up by Contractor.
- l. Besides providing industry standard Security Procedures and those identified in this Section. Security Guards shall be responsible for screening visitors to City Hall through the walk through metal detector or wand. Checking for identification cards of city employees that enter through the public entrance. Patrolling the building's interior spaces, grounds, and parking lots. The Security Guard that is assigned to patrol the building's interior shall require that transients, vagrants, and others that are in City Hall for other than the conduct of normal business will peacefully leave the building. If the Security Guard suspects that a situation could escalate so as to endanger employees, visitors, or anyone in or at City Hall, he/she shall immediately call the Corpus Christi Police Department 911 for assistance, the immediacy depending upon the situation encountered. The Security Guard that is assigned to patrol the exterior or the parking lots, shall carry a cellular phone at **all** times while he/she is outside of the building. Special emphasis shall be paid to parking lot patrolling while employees are arriving for work in the morning and returning to their cars in the evening.
- m. Shift B Security Guards shall be responsible for screening visitors to City Hall through the walk through metal detector or wand. Checking for identification cards of City employees that enter through the public entrance. Patrolling the building's interior spaces. Additionally, special emphasis shall be paid to parking lot monitoring while attendees of after hour meetings are returning to their cars at night. **The Security Guard shall be available to and responsible for escorting individuals from City Hall to their vehicles outside of normal business hours, if requested.** While escorting outside of the building, outside normal business hours, the Security Guard shall carry a cellular phone at all times while he/she is outside the building.
- n. Shift C Security Guards shall be responsible for patrolling the building's interior spaces and monitoring activity in the parking lot.

A. Frost Bank –

- 1. The work shall be performed in and about the Frost Building, Corpus Christi, Texas by Level 2 Unarmed Security Guards. The hours services are required are Monday through Friday 6:00 a.m. – 10:00 p.m. The building consists of a ground floor and four upper level floors. Net floor area in the building is an approximately 41,289 square feet which consists primarily of commercial office spaces. The first floor contains the main lobby, with one prominent entrance, Development Services, and cashiering services. Second floor through third floor contain offices, kitchen area, meeting rooms, storage, and reception areas of the Fire Department. Fourth floor contains the EOC, meeting rooms, office spaces, storage, and media area. Each floor has a male and female restroom.

The Frost building is served by one elevator. Also included is an L-shaped paved and lighted on-site parking lot.

2. The Frost Building is equipped with a Security Access System, Closed Circuit Television System with multiplex monitors and recording capabilities serving several areas, an automatic fire alarm system and a full sprinkler (fire suppression) system. As part of the Security Access System, the exterior doors and selected interior doors to certain secured areas are controlled by magnetic locks and card readers as well as by locking hardware. The Fire Alarm System and the Security Access System are located in an office on the third floor monitored by the Fire Department.
3. The Frost Building is open to the public during normal business hours from 8 a.m. to 5 p.m., Monday through Friday except official City holidays. The conference areas in the building are used for public meetings after normal business hours on a recurring basis. On an average work day, the building houses approximately one hundred City employees and receives about five hundred visitors. Except for specific areas under lock and key, the Frost Building is generally open to the public during normal business hours. The public is to be escorted into any office on first floor by either City Staff or Security personnel.
4. Security Services for the Frost Bank Building shall be required **16** hours per day, five days a week for 52 weeks out of the year.
5. Security Guard Surveillance and Patrolling Procedures: A Level 2 Unarmed Security Guard shall be assigned to duty at the Frost Building from 6:00 a.m. to 10:00 p.m., Monday through Friday. Lead Security Guard shall address any concerns that City staff may have regarding the security of the building, grounds, and parking lots, and shall be able to provide direction to the back-up security guard in order to get these resolved. This shift may be broken up by the Contractor.
6. Besides providing industry standard Security Procedures and those identified in the contract, the Security Guard assigned to Frost Bank shall be responsible for continuously patrolling the building's interior spaces, grounds, and parking lots. The Security Guard that is assigned to patrol the building's interior shall require that transients, vagrants, and others that are in Frost Building for other than the conduct of normal business will peacefully leave the building. If the Security Guard suspects that a situation could escalate so as to endanger employees, visitors, or anyone in or at Frost Building, he/she shall immediately call the Corpus Christi Police Department 911 for assistance, the immediacy depending upon the situation encountered. The Security Guard assigned to Frost Bank shall patrol the exterior of the building and the parking lots frequently. The Security Guard shall carry a cellular phone at all times while outside of the building. Special emphasis shall be paid to parking lot patrolling while employees are arriving for work in the morning and returning to their vehicles in the evening. Additionally, special emphasis shall be paid to parking lot monitoring while attendees of after hour meetings are returning to their vehicles at night. The Security Guard shall be available to and responsible for escorting individuals from Frost Building to their vehicles outside normal business hours, if requested.

While escorting outside of the building, outside normal business hours, the Security Guard shall carry a cellular phone at all times while he/she is outside the building.

B. Libraries – The work shall be performed at the main library, La Retama Central Library and designated branches which are generally open to the public. La Retama Central Library shall be assigned an Armed Security Officer. All other library locations shall be assigned an Unarmed Security Officer. The Armed and Unarmed Security Guard at each location shall be responsible for continuously patrolling the building's interior spaces, grounds and parking lots. Unarmed Security Guards will observe staff walking to their vehicles at closing. La Retama Central Library consists of two operating floors and a closed third floor. Net floor area in the building is about 55,000 square feet which consists primarily of public areas. Public restrooms are located on both floors. The building is serviced by two elevators, one passenger elevator and one freight elevator.

1. La Retama Central Library houses 17 Library and approximately 11 Police employees, with over 12,000 visitors a month. The Contractor will be expected to maintain the following schedule:

Tuesday and Wednesday	9:45 a.m. to 6:15 p.m.
Thursday through Saturday	8:45 a.m. to 6:15 p.m.

2. Ben F. McDonald Public Library, 14,420 square feet, houses nine employees and receives on average over 9,000 visitors a month. The Contractor will be expected to maintain the following schedule:

Monday through Wednesday	3:00 p.m. to 8:15 p.m.
Thursday	2:00 p.m. to 6:15 p.m.
Friday	1:30 p.m. to 6:15 p.m.
Saturday	1:00 p.m. to 6:15 p.m.

3. Dr. Clotilde P. Garcia Public Library, 13,233 square feet, a joint facility with Kaffie Middle School, houses nine Library and two school employees, with over 12,000 visitors a month. The Contractor will be expected to maintain the following schedule:

Monday and Tuesday	3:15 p.m. to 8:15 p.m.
Wednesday	3:15 p.m. to 9:15 p.m.
Thursday through Friday	3:15 p.m. to 6:15 p.m.
Saturday	10:15 a.m. to 6:15 p.m.

4. Janet F. Harte Public Library, 19,900 square feet, a joint facility with the Flour Bluff High School houses nine Library and two School employees, with over 13,000 visitors a month. The Contractor will be expected to maintain the following schedule:

Monday through Wednesday	3:15 p.m. to 7:15 p.m.
Thursday	3:15 p.m. to 8:15 p.m.
Friday	2:15 p.m. to 6:45 p.m.
Saturday	9:45 a.m. to 6:15 p.m.

5. **Anita & W.T. Neyland Public Library**, houses 11 employees with over 11,000 visitors per month. The Contractor will be expected to maintain the following schedule:

Monday through Wednesday	4:15 p.m. to 8:15 p.m.
Thursday	3:15 p.m. to 6:15 p.m.
Friday	2:00 p.m. to 6:15 p.m.
Saturday	10:15 a.m. to 6:15 p.m.
**Sunday	12:00 p.m. to 4:00 p.m.

*During Summer this location is not open on Sunday and hours will be adjusted

6. **Owen R. Hopkins Public Library**, 12,000 square feet, houses nine employees and receives on average over 4,924 visitors per month. The Contractor will be expected to maintain the following schedule:

Monday	3:15 p.m. to 8:15 p.m.
Tuesday	4:15 p.m. to 9:15 p.m.
Wednesday	3:15 p.m. to 8:15 p.m.
Friday	1:15 p.m. to 6:15 p.m.
Saturday	1:15 p.m. to 6:15 p.m.

C. O.N. Stevens –

The O.N. Stevens Water Treatment Plant is open to the public only by prior arrangement during normal business hours from 8:00 a.m. to 5:00 p.m., Monday – Friday. The facility requires one Unarmed Security Guard at each gate. The Contractor will be expected to maintain the following schedule:

Leopard St. Gate (Front Gate)	7:00 a.m. to 6:00 p.m.
Hearn Rd. Gate (Side Gate)	5:00 a.m. to 6:00 p.m.

D. Airport –

The work shall be performed at the Corpus Christi International Airport located at 1000 International Drive. The primary location is at the entrance to the Rental Car Ready Return Lot just east of the main terminal building. Other locations may include the terminal building, curbside in front of the building, parking lot facilities, and at other security gates around the perimeter of the airport. Work may need to be performed in all types of weather conditions including inclement. Since the Rental Car Return Post is not equipped with any bathroom facilities, it shall be the Contractor's responsibility to provide their employees with breaks. Guards leaving their post without a suitable authorized CCIA

badged guard from the Contractor will result in the Guard being removed from the post and would constitute a security violation and breach of contract. The Contractor will be expected to maintain the following schedule:

Sunday through Saturday

24 hours per day

E. Corpus Christi – Nueces County Public Health District –

The work shall be performed at the Corpus Christi-Nueces County Public Health District (“CCNCPHD”) located at 1702 Horne Road. The staff requirements of the CCNCPHD are two Unarmed Security Guards for surveillance and staff, patient, and property safety and protection. Guards shall open and close the building each day and shall alternate patrolling the building’s exterior every 30 minutes while maintaining an interior presence at all times. The primary entrance to the property is from Horne Road with a secondary access entrance from Greenwood Drive. There are also two freestanding buildings on the property that require services: the Women, Infant and Children (“W.I.C”) building located directly behind the main facility, and the (“W.I.C”) mobile administration building directly adjacent to the main W.I.C building. The main facility consists of two operating floors with fifteen individual sections, a lobby, and an auditorium. Included on the facility property are several areas of parking immediately adjacent to all three buildings. The property has a gated area for mobile equipment to the north side of the building that is accessible by a PIN Code. The main building is serviced by one elevator and two stairwells. The CCNCPHD is open to the public during the normal business hours of 8:00 a.m. to 5:00 p.m. daily from Monday through Friday; however, on the first Monday of each month the facility is open from 8:00 a.m. to 6:00 p.m. The CCNCPHD is closed for all City of Corpus Christi observed holidays. The Contractor will be expected to maintain the following schedule:

Monday

8:00 am – 7:30 pm

Tuesday – Friday

8:00 am – 5:15 pm

12. Installed Systems:

The following systems are to be monitored for each location:

A. City Hall –

1. Fire alarm monitor and control: Bosch Security / Microm
2. Card access control system and ID Badge: RS2 Technologies
3. Video surveillance system, cameras and digital video recorders: Vicon Industries

B. Frost Bank –

1. Fire alarm monitor and control: Bosch Security / Notifier
2. Card access control system and ID Badge: RS2 Technologies

3. Video surveillance system, cameras and digital video recorders: Vicon industries
4. Intercommunication System: Ring Communications

C. Libraries –

1. Fire alarm monitor and control
2. Security Alarm monitor and control

D. O.N. Stevens –

None at this time

E. Airport –

None at this time

F. Corpus Christi – Nueces County Public Health District –

The following systems are to be monitored for this location:

1. Fire alarm monitor and control (Safeguard services)
2. Security Alarm monitor and control (Safeguard services)
3. Card access control system and ID Badge (Safeguard services)
4. Video surveillance system, cameras and digital video recorders (Safeguard services)

13. Reports:

The Contractor will prepare and submit the following reports for the **City Hall, Frost Bank, the Libraries, O.N. Stevens*, Airport and Corpus Christi – Nueces County Public Health District:**

- A. **Daily log** - This report will be a running summary of activities of note during each work shift in the building and its environs. As a minimum the following items will be noted by the security guard and recorded in the log:
1. Name and rank of Security Guard.
 2. Time on duty, time off duty.
 3. Acknowledgment that oncoming Security Guard has read and understands all special instructions for the location.
 4. Acknowledgment that required rounds of the building and adjacent areas have been made.
 5. Unlocked doors after regular working hours or scheduled closing.
 6. Faulty or missing equipment in the building.
 7. Fire hazards of any kind including trash accumulation and inoperative exits or blocked fire routes.
 8. Lights or electrical equipment left on.
9. Safety hazards of any type.

10. Any violation of established security rules.

*For O.N. Stevens only reports A. 1-4 will be required.

- B. **Accident or Incident Report:** Reports of accidents or incidents on City premises will be promptly written as occurring and provided to the Contract Administrator. Such reports will be completed in full by the Lead Security Guard on duty at the time of the accident/incident and made available immediately to the Contract Administrator, Risk Management and the Contractor.
- C. Copies of each Daily Log and any accident or incident reports shall be faxed or emailed to the Contract Administrator or designee not later than 8:30 a.m. on the business day following the day the reports were made.
- D. Each Quarter, the Contractor will provide an analysis, based on actual inspection of security operations in the facility. Report will contain a comprehensive description of all perceived problem areas and recommendations for correction.
- E. **For each report not turned in to the Contract Administrator by the specified due date, the City will deduct \$50 from the next monthly invoice.**
- F. **The Contractor will prepare and submit the following additional reports for City Hall and Frost Bank only:**

Sign-In/Sign-Out log - This record shall be maintained after normal working hours and shall contain the names, time of arrival, destination, and time of departure of all visitors to each location except those City employees who have been issued security access cards.
- G. With the exception of the City Manager, Assistant City Managers, identified maintenance and designated management personnel, unless they have their own keys, employees will be admitted only to the areas in which they are normally employed. Any exceptions must have prior approval by the responsible operating department head or the Contract Administrator.

14. Emergency and Alarm Surveillance/Monitoring:

A. Requirements for City Hall –

1. Contractor shall provide for “on-site” monitoring of the Security Access System and “on-site” monitoring of the Fire Alarm System at City Hall.
2. For all security and medical emergencies, the Security Guard on duty shall notify the Corpus Christi Police Department 911 and immediately report the

type of emergency and request assistance. Under non-emergency circumstances, when police assistance is required, the **Lead Security Guard** shall notify the Corpus Christi Police Department to request assistance.

B. Requirements for O.N. Stevens - Contractor shall provide for "on-site" monitoring of the Leopard St. Security Gate Access System. For all security and medical emergencies, the Security Guard on duty shall notify the Corpus Christi Police Department 911 and immediately report the type of emergency and request assistance. Under non-emergency circumstances, when police assistance is required, the Security Guard shall notify the Corpus Christi Police Department to request assistance.

15. Facilities And Equipment Provided by the City:

A. Provided for City Hall -

The City will provide the Contractor space in the Security Center on the first floor of City Hall. The City will provide to the Contractor remote location monitoring, the output of the various installed alarm systems which terminate in the Security Center, the use of landline telephones excluding long distance services. No other equipment will be provided by the City. The City is responsible for the maintenance and upkeep of all systems noted above.

B. Provided for Frost Bank -

The City will provide the Contractor space in the Security Center on the first floor of the Frost Building. The City will provide to the Contractor for the use of landline telephones excluding long distance services. No other equipment will be provided by the City. The City is responsible for the maintenance and upkeep of all systems noted above.

C. Provided for Libraries –

Only La Retama Central Library will make available to the Contractor space in the shipping/receiving area on the first floor of La Retama Central Library. No other equipment will be provided by the Library.

D. Provided for O.N. Stevens –

The City will provide the Contractor space for the Leopard St. Gate and Hearn Road Gate Security Guard Station at the O.N. Stevens Water Treatment Plant. Each guard on duty will be supplied with a handheld radio to carry at all times. No other equipment will be provided by the City. The City is responsible for the maintenance and upkeep of all items noted above.

E. Provided for Airport –

CCIA may furnish an all-weather enclosure/ guard station for use at the Rental Car Ready Return Lot entrance if available. The guard on duty will be supplied

with a two-way radio to carry at all times. Contractor furnished equipment shall be subject to the inspection and approval of the Contract Administrator and CCIA prior to being placed in service and during the life of this Contract

F. Provided for Corpus Christi – Nueces County Public Health District -

CCNCPHD will make available to the Contractor space in the main lobby switchboard area on the first floor of the main building. No other equipment will be provided by the CCNCPHD.

16. Contractor Furnished Supplies and Equipment:

A. Requirements for City Hall and Frost Bank -

Except for those items expressly noted as provided by the City, the Contractor shall furnish all supplies and equipment required for the execution of the Contract, including, but not limited to two, two-way portable radios, and/or cellular phone(s). Contractor furnished equipment shall be subject to the inspection and approval of the Contract Administrator prior to being placed in service and during the term of this Contract.

B. Requirements for Libraries –

Except those items expressly noted as provided by the libraries, the Contractor shall furnish all supplies and equipment required for the execution of the Contract, including, but not limited to the two, fully functional two-way portable radios and/or cellular phones. Contractor furnished equipment shall be subject to the inspection and approval of the Contract Administrator prior to being placed in service and during the life of this Contract.

C. Requirements for O.N. Stevens –

The Contractor shall furnish a cellular phone.

D. Requirements for Airport -

Except those items expressly noted as provided by CCIA only, the Contractor shall furnish all supplies and equipment required for the execution of the Contract, including, but not limited to cellular phones, all safety equipment including a current ANSI compliant safety vest, a flashlight, foul weather gear, and any necessary office supplies. One two way radio shall be provided to the Airport Dispatch Center for directly line communication as required by TSA Security Directives.

E. Requirements for Corpus Christi Nueces County Public Health District –

Except those items expressly noted as provided by CCNCPHD only, the Contractor shall furnish all supplies and equipment required for the execution of the Contract, including, but not limited to the two, two-way portable radios and/or cellular phones. Contractor furnished equipment shall be subject to the

inspection and approval of the Contract Administrator prior to being placed in service and during the life of this Contract.

17. Security Guard Access to the Building:

A. Requirements for City Hall and Frost Bank -

A magnetic access card and one set of keys will be issued to the Contractor. It shall be the Contractor's responsibility to ensure the keys are safeguarded and that City Hall is secured at the end of each business day, normally 6:00 p.m. or a time specified by the Contract Administrator. The Contractor will be liable for re-keying, replacing, or otherwise altering locks and security systems should these locks or systems become compromised as a result of Contractor's or any Security Guard's negligence. Since it is the responsibility of the Contractor to provide adequate building security, the Contractor shall be liable for the loss of or damage to any goods or materials which may occur as a result of negligence or malpractice, theft, or tampering of any kind on the part of the Contractor or any Security Guard.

B. Requirements for Libraries -

Only La Retama Central Library's keys for those doors entering into common spaces will be issued to the Contractor. It shall be the Contractor's responsibility to ensure the keys are safeguarded and the building secured at the end of each business day, normally 6:30 p.m., Tuesday through Saturday, or a time specified by the Contract Administrator. The Contractor will be liable for re-keying, replacing, or otherwise altering locks and security systems should these locks or systems become compromised as a result of Contractor's or any Security Guard's negligence. Since it is the responsibility of the Contractor to provide adequate building security, the Contractor shall be liable for the loss of any goods or materials which may occur as a result of negligence or malpractice of any kind on the part of the Contractor or its employees.

C. Requirements for O.N. Stevens -

A set of keys will be issued to the Contractor, and it shall be the Contractor's responsibility to ensure the keys are safeguarded and the Guard shack and Hearn Road entry gate at the O.N. Stevens Water Treatment Plant is secured at the end of each business day, normally 6:00 p.m. or a time specified by the Contract Administrator. The Contractor will be liable for re-keying, replacing, or otherwise altering locks and security systems should these locks or systems become compromised as a result of Contractor's or any Security Guard's negligence. Since it is the responsibility of the Contractor to provide adequate building security, the Contractor shall be liable for the loss of or damage to any goods or materials which may occur as a result of negligence or malpractice, theft, or tampering of any kind on the part of the Contractor or any Security Guard.

D. Requirements for Airport -

1. A CCIA Access Control Media badge and one set of keys will be issued to each individual employee of the Contractor. It shall be the Individual/Contractor's responsibility to ensure the badge and any keys are safeguarded and that they are accounted for. The Contractor shall be responsible for the cost of the badge and the deposit. Lost badges and keys may result in the revocation of privileges in accordance with TSA rules and regulations (49 CFR Part 1520, 1540, and 1542) and reissue fees. The Contractor shall designate two individuals as Signatory Authorities as per the TSA approved Airport Security Program (ASP). It shall be the responsibility of the Signatories to liaison with the Airport Badging Office for all access control related issues including audits.
2. The Airport will provide onsite training for the performance of job related duties as well as each individuals responsibilities under the CCIA ASP. Failure to comply with any Security Directive, the CCIA ASP, or any procedure may necessitate the removal of the individual from the post. The Contractor would need to be able to replace an individual within four hours upon notification by CCIA for any reason. Individuals may be subject to covert testing by the TSA or CCIA that verify that the security guard is performing their required functions satisfactory.
3. The Contractor will be liable for re-keying, replacing, or otherwise altering locks and security systems should these locks or systems become compromised as a result of Contractor's or any Security Guard's negligence. Since it is the responsibility of the Contractor to provide adequate building security, the Contractor shall be liable for the loss of or damage to any goods or materials which may occur as a result of negligence or malpractice, theft, or tampering of any kind on the part of the Contractor or any Security Guard. The Contractor will also be responsible for paying any fines levied by TSA against CCIA due to the failure of the individual to perform their function in accordance with TSA and CCIA rules and regulations.

E. Requirements for Corpus Christi Nueces County Public Health District –

Only CCNCPHD keys for those doors entering into common spaces will be issued to the Contractor. It shall be the Contractor's responsibility to ensure the keys are safeguarded and the building secured at the end of each business day, normally 5:30 p.m., Monday through Friday, or a time specified by the Contract Administrator. The Contractor will be liable for re-keying, replacing, or otherwise altering locks and security systems should these locks or systems become compromised as a result of Contractor's or any Security Guard's negligence. Since it is the responsibility of the Contractor to provide adequate building security, the Contractor shall be liable for the loss of any goods or materials which

may occur as a result of negligence or malpractice of any kind on the part of the Contractor or its employees.

18. Special Instructions to the Contractor (All Facilities):

- A. The Contract Administrator will provide special instructions pertaining to the smooth and efficient operation of Security Guard Surveillance and monitoring services for all Facilities. 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.

19. City Contract Administrators (All Facilities):

The Contract Administrator for the City of Corpus Christi is the City Police Liaison Officer assigned to City Hall by the Police Department. 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.

Primary and City Hall Building Contact –

**Senior Officer Marc Harrod
City Hall Liaison Officer
1201 Leopard St.
361-826-1751
March@cctexas.com**

Frost Bank Building Contact

**Senior Officer Marc Harrod
City Hall Liaison Officer
1201 Leopard St.
361-826-1751
March@cctexas.com**

Libraries Building Contact

**Gabby Sanchez
805 Comanche St.
361-826-7015
GabbyS@cctexas.com**

O.N. Stevens Building Contact

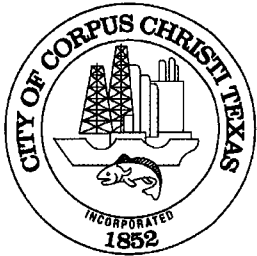
**William Creech
13101 Leopard St.
361-826-1854
WilliamC@cctexas.com**

Airport Building Contact

**Chief John L. Hyland
1000 International Drive
361-289-0171
JohnHy@cctexas.com**

**Corpus Christi Nueces County
Public Health District Building Contact**

**Antwine D. Charles, Sr.
1702 Horne Rd.
361-549-4358
AntwineC@cctexas.com**



ATTACHMENT B: PRICING FORM

CITY OF CORPUS CHRISTI
Pricing Form--Revised Addendum 3
CONTRACTS AND PROCUREMENT DEPARTMENT

RFP No. 2436

Uniformed Security Guard Services

PAGE 1 OF 4

DATE: 26 August 2019

Sec-Ops, Inc.
PROPOSER

[Handwritten Signature]
AUTHORIZED SIGNATURE

- 1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.
2. Provide your best price for each item.
3. In submitting this proposal, Proposer certifies that:
a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
b. Proposer 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. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

Table with 6 columns: ITEM, DESCRIPTION, ANNUAL QTY, UNIT, UNIT PRICE, TOTAL PRICE. Rows include items 1.0 through 1.7 detailing security guard services at City Hall.

1.8	City Hall Unarmed Security Guard A M-F 8 am -4 pm	2080	HRS	\$16.80	\$34,944.00
1.9	City Hall Unarmed Security Guard B M-F 4 pm -12 am	2080	HRS	\$16.80	\$34,944.00
1.10	Two Unarmed Security Guards C Grave Yard Sun-Sat 12 am - 8 am	5824	HRS	\$16.80	\$97,843.20
1.11	Two City Hall Unarmed Security Guard A Sat/Sun 8 am -4 pm	1664	HRS	\$16.80	\$27,955.20
1.12	Two City Hall Unarmed Security Guard B Sat/Sun 4 pm -12 am	1664	HRS	\$16.80	\$27,955.20
2.0	<u>Frost Bank Building</u> - Estimated hours of security service required for 12 months				
2.1	Frost Bank - Unarmed Guard M-F 6 am - 2 pm	2080	HRS	\$16.80	\$34,944.00
2.2	Frost Bank - Unarmed Guard M-F 2 pm - 10 pm	2080	HRS	\$16.80	\$34,944.00
3.0	<u>City's Public Libraries</u> - Estimated hours of security service required for 12 months				
3.1	La Retama Library – Armed Guard T-W 9:45 am - 6:15 pm	884	HRS	\$18.25	\$16,133.00
3.2	La Retama library – Armed Guard Th-Sat 8:45 am - 6:15 pm	1482	HRS	\$18.25	\$27,046.50
3.3	Ben F. McDonald Library - Unarmed Guard M-W 3 pm - 8:15 pm	819	HRS	\$16.80	\$13,759.20
3.4	Ben F. McDonald Library - Unarmed Guard Th-F 2 pm - 6:15 pm	442	HRS	\$16.80	\$7,425.60
3.5	Ben F McDonald Library - Unarmed Guard Fri 1:30 pm - 6:15 pm	273	HRS	\$16.80	\$4,586.40
3.6	Ben F McDonald Library - Unarmed Guard Sat 1 pm - 6:15 pm	273	HRS	\$16.80	\$4,586.40
3.7	Dr. Clotilde P. Garcia Library - Unarmed Guard M-T 3:15 pm - 8:15 pm	520	HRS	\$16.80	\$8,736.00
3.8	Dr. Clotilde P. Garcia Library - Unarmed Guard W 3:15 pm - 9:15 pm	260	HRS	\$16.80	\$4,368.00

3.9	Dr. Clotilde P. Garcia Library - Unarmed Guard Th - F 3:15 pm to 6:15 pm	156	HRS	\$16.80	\$2,620.80
3.10	Dr. Clotilde P. Garcia Library - Unarmed Guard Sat 10:15 pm to 6:15 pm	416	HRS	\$16.80	\$6,988.80
3.11	Janet F. Harte Library - Unarmed Guard M-W 3:15 pm to 7:15 pm	624	HRS	\$16.80	\$10,483.20
3.12	Janet F. Harte Library - Unarmed Guard Th 3:15 pm to 8:15 pm	260	HRS	\$16.80	\$4,368.00
3.13	Janet F Harte Library - Unarmed Guard F 2:15 pm - 6:45 pm	234	HRS	\$16.80	\$3,931.20
3.14	Janet F Harte Library - Unarmed Guard Sat 9:45 am - 6:15 pm	455	HRS	\$16.80	\$7,644.00
3.15	Anita & W.T. Neyland Public Library - Unarmed Guard M-W 4:15 pm - 8:15 pm	624	HRS	\$16.80	\$10,483.20
3.16	Anita & W.T. Neyland Public Library - Unarmed Guard Th 3:15 pm - 6:15 pm	156	HRS	\$16.80	\$2,620.80
3.17	Anita & W.T. Neyland Public Library - Unarmed Guard F 2 pm - 6:15 pm	221	HRS	\$16.80	\$3,712.80
3.18	Anita & W.T. Neyland Public Library - Unarmed Guard Sat 10:15 am - 6:15 pm	416	HRS	\$16.80	\$6,988.80
3.19	Anita & W.T. Neyland Public Library - Unarmed Guard Sun 12 pm - 4 pm	208	HRS	\$16.80	\$3,494.40
3.20	Owen R. Hopkins Public Library - Unarmed Guard Mon 3:15 pm - 8:15 pm	260	HRS	\$16.80	\$4,368.00
3.21	Owen R. Hopkins Public Library - Unarmed Guard T 4:15 pm - 9:15 pm	260	HRS	\$16.80	\$4,368.00
3.22	Owen R. Hopkins Public Library - Unarmed Guard W 3:15 pm - 8:15 pm	260	HRS	\$16.80	\$4,368.00
3.23	Owen R. Hopkins Public Library - Unarmed Guard F 1:15 pm - 6:15 pm	260	HRS	\$16.80	\$4,368.00

3.24	Owen R. Hopkins Public Library - Unarmed Guard Sat 1:15 pm - 6:15 pm	260	HRS	\$16.80	\$4,368.00
4.0	<u>O.N. Stevens Water Treatment Plant</u> - Estimated hours of security service required for 12 months				
4.1	Leopard St. Gate (Front Gate) - Unarmed Guard M-F 7 am - 6 pm	2860	HRS	\$16.80	\$48,048.00
4.2	Hearn Rd. Gate (Side Gate) - Unarmed Guard M-F 5 am - 6 pm	3380	HRS	\$16.80	\$56,784.00
5.0	<u>Corpus Christi International Airport</u> - Estimated hours of security service required for 12 months				
5.1	Sun through Sat 24 hours per day - Unarmed Guard	8736	HRS	\$16.80	\$146,764.80
6.0	<u>Corpus Christi – Nueces County Public Health District</u> - Estimated hours of security service required for 12 months				
6.1	Two Unarmed Guards M 8 am – 7:30 pm	598	HRS	\$16.80	\$10,046.40
6.2	Two Unarmed Guards T-F 8 am – 5:15 pm	1924	HRS	\$16.80	\$32,323.20
7.0	<u>Miscellaneous Hours</u>				
7.1	Armed Guard	1000	HRS	\$18.25	\$18,250.00
7.2	Unarmed Guard	2500	HRS	\$16.80	\$42,000.00
8.0	<u>Overtime</u>				
8.1	Armed Guard	500	HRS	\$25.55	\$12,775.00
8.2	Unarmed Guard	200	HRS	\$23.50	\$4,700.00
Total Per Year					\$1,219,901.10
3 Year Grand Total					\$3,659,703.30

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 \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employers Liability	\$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.

2019 Insurance Requirements
Purchasing
Citywide Security Guard Services
07/16/2019 Risk Management – Legal Dept.

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

ATTACHMENT D: WARRANTY REQUIREMENTS

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