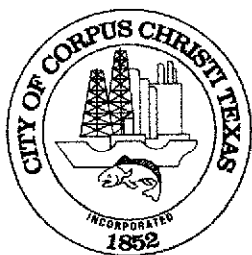


Service Agreement



Agreement No. 624

SECURITY GUARD AND BAILIFF SERVICES

THIS SECURITY GUARD AND BAILIFF SERVICES ("Agreement") is entered into by and between Deacon 10, LLC dba Premier Protective Services ("Contractor"), of St. Euclid, Ohio and the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), effective for all purposes upon execution by the City Manager or designee ("City Manager").

WHEREAS, Contractor has bid to provide Security Guard and Bailiff Services in response to the City's Request for Bids ("RFB No. 95") which RFB No. 95 with any related specifications, and Contractor's bid response, are incorporated by reference into this Agreement as Exhibits "1 and 2";

WHEREAS, the City has determined Contractor to be the lowest, responsive, responsible bidder;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

- 1. Scope.** Contractor will provide Security Guard and Bailiff Services ("Services") in accordance with this Agreement and the Scope of Services as shown in Attachment "A" which is attached and incorporated by reference.
- 2. Term.** This Agreement is for a term of twelve (12) months, commencing on the date signed by the City Manager. The term includes an option to extend for up to two (2) additional twelve-month periods subject to the approval of the Contractor and the City Manager, or designee for Services.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$160,992, subject to validly authorized extensions and changes. Payments will be allowed in accordance with Attachment "B" Schedule of Pricing actual hours worked times the hourly rate shown on Attachment B. Payment terms are net 30 days after the goods are provided or Services are completed or a correct invoice is received, whichever is later.

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. All of the Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator or designee ("Contract Administrator") as follows:

Terry Teri, Interim Director of Municipal Court
Municipal Court
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Fax: (361) 826-3560
Email: TerryT@cctexas.com

5. **Independent Contractor.** Contractor will perform the Services as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions may any agent, servant or employee of the Contractor be considered an employee of the City.
6. **Insurance.** Before Services can begin under this Agreement, the Contractor must deliver a Certificate of Insurance, as proof of the required insurance coverage, to the Contract Administrator and City's Risk Manager. The Contractor's insurance requirements are attached to this Agreement as Attachment "C" and incorporated by reference.
7. **Assignment.** No assignment of this Agreement or of any right or interest contained in this Agreement by the Contractor is effective unless the City Manager first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
8. **Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City (the City's fiscal year ends on September 30th) is subject to appropriations and budget approval providing for such contract item as an expenditure in the budget. The City does not represent that said budget item will be actually adopted, as that determination is within the sole discretion of the City Council at the time of adoption of each budget.

This Agreement waives any subsequent breach of the same.

10. **Governing Law.** This Agreement is subject to all federal, state and local laws, rules and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes

is the appropriate district, county or justice court in and for Nueces County, Texas.

- 11. Subcontractors.** The Contractor may use subcontractors in connection with the Services to be performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless such subcontractors were named and included at the time of bid. In using subcontractors, the Contractor shall be 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 are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the Services.
- 12. Amendments/Extensions.** This Agreement may be amended only in writing and upon execution by authorized representatives of both parties. Such amendment will be in the form of a change order. Extensions to this Agreement will be at the sole discretion of the City and if offered to the Contractor will be mutually agreed to in the form of a bilateral change order.
- 13. Termination.**
 - a. The City Manager may terminate this Agreement for Contractor's failure to perform the Services specified in this Agreement. Failure to keep any required insurance policies in force for the entire term of this Agreement is grounds for termination. 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 without cause upon 20 days' written notice to the Contractor. However, the City may terminate this Agreement upon 24 hours written notice to the Contractor for Contractor's failure to pay or provide proof of payment of taxes, as set out in this Agreement.
- 14. Taxes.** The Contractor covenants to timely pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request. Failure to pay or provide proof of payment is grounds for the City Manager to immediately terminate this Agreement.
- 15. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908 and complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 16. Notice.** Notice must be given by fax, email, hand delivery or certified mail, postage prepaid, and is received on the day faxed, emailed or hand-

delivered and on the third day after postmarked by the U.S. mail if sent certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi

Attention: Terry Teri, Interim Director of Municipal Court
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Fax: (361) 826-2560
Email: TerryT@cctexas.com

IF TO CONTRACTOR:

Deacon 10, LLC dba Premier Protective Services

Attention: Michael St. Andre
1353 E. 260th St.
Euclid, Ohio 44132
Fax: (216) 731-5002
Email: mike@mypremiersecurity.com

17. Severability. Each provision of this Agreement is considered to be severable and if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.


18. INDEMNIFICATION. CONTRACTOR SHALL 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 ANY NATURE ON ACCOUNT OF PERSONAL INJURIES, INCLUDING THOSE RESULTING IN WORKERS' COMPENSATION CLAIMS OR DEATH, PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT AND REGARDLESS OF WHETHER THE INJURIES, DEATH, LOSS, OR DAMAGES CONTRIBUTORY NEGLIGENCE OF INDEMNITEES BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL NOTICES, CLAIMS, AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR

OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

19. Order of Precedence. In the event of conflicts or inconsistencies between this Agreement and its exhibits or attachments, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority: this Agreement, its Attachments, the RFB No. 95 documents including addenda, and the bid response.

20. 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: Michael St. Andre

Title: President

Date: 5/11/16

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached:

- Attachment A: Scope of Work
- Attachment B: Schedule of Pricing
- Attachment C: Insurance Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB No. 95, RFB Security Guard and Bailiff Services
- Exhibit 2: Contractor's Bid Response

Attachment A – Scope of Work

CITY OF CORPUS CHRISTI
PURCHASING DIVISION

SPECIFICATION NO. 1247
REVISED: JANUARY 19, 2016

SPECIFICATIONS FOR SECURITY GUARDS AND BAILIFFS CORPUS CHRISTI MUNICIPAL COURT 120 N. Chaparral Street - Corpus Christi, TX 78401

SECTION I

GENERAL REQUIREMENTS AND BIDDING INSTRUCTIONS

1. GENERAL INTENTION: The purpose of this specification is to procure, from a single Service Contractor, Municipal Court Bailiffs and Security Guards (herein called **Bailiffs**), as described in the Section II - TECHNICAL SPECIFICATIONS contained herewith, for the Corpus Christi Municipal Court.
2. GENERAL DESCRIPTION: The Bidder shall provide Municipal Court Bailiffs and Security Guards completely outfitted with matching uniforms and all essential equipment deemed, by the City, as necessary to carry out the duties of Bailiffs for the Corpus Christi Municipal Court. **The Bailiffs will be Security Officer Commissioned to carry a firearm, commissioned by the Service Contractor, and will carry a weapon while on duty at the Municipal Court.** Services shall be provided according to the normal operating hours as described under Section II, Part 3, labeled Technical Specifications of this document.
3. LOCATION: The services shall be provided for the Corpus Christi Municipal Court located at 120 N. Chaparral Street, Corpus Christi, Nueces County, Texas.
4. TERMS OF CONTRACT: The Contract shall be for a period of one year, with an option to extend the term of the contract for up to two additional twelve month periods, with all terms and conditions remaining unchanged, subject to the approval of the Service Contractor and the City Manager, or his designee and subject to available funding. The City may terminate the Contract without cause upon twenty (20) days' advance written notice to the Contractor.
5. TYPE OF CONTRACT: This is a firm price contract with the award to be based on the hourly rate established for the total estimated hours of the Bailiff requirements. Compensation for additional Bailiff Services rendered beyond those specified in the contract, (weekend or after normal business hours) will be paid to the Service Contractor by the City at the hourly rates established in the contract. The City reserves the right to order additional services at the rates established by the contract, providing such services are ordered with at least 24 hours prior notice. Payment of monthly invoices for stated services will be made based on the hourly rates established
6. EXAMINATION OF THE PREMISES: Bidders are expected (encouraged) to visit the site to acquaint themselves with the general and specific conditions under which they will be required to perform the work and which may affect the cost of the performance of the work to the extent that such information is reasonably obtainable. It is considered impracticable to determine, without inspection, the exact nature of the work, and site conditions under which the work is to be

performed. **No extras will be allowed for a bidder's failure to visit the site.** Bidders may access pertinent technical material by contacting the Contract Administrator as follows:

The City of Corpus Christi:
Attention: Terry Teri
Interim Director of Municipal Court

120 N. Chaparral Street
Corpus Christi, TX 78401

Mail: P.O. Box 9277
Corpus Christi, TX 78469
Phone: (361) 886-2515

7. LICENSING AND QUALIFICATIONS:

- A. The Bidder must be licensed to provide services by the Texas Department of Public Safety, Private Security Bureau. The Bidder will also conform to all other laws, rules and regulations pertaining to security companies as set forth by local, state, and federal governmental agencies and authorities having jurisdiction.
- B. The Bidder must have operated continuously for a minimum of five (5) years as an established firm in the business of providing Bailiff Services or security guard services. **The Bidder must provide contact information of owner/partners/president; vice president; local manager; direct supervisor; and lead Bailiff, including name; title; phone number; cell number; mailing address; and email for each.**
- C. Bidders are expected to provide only Bailiffs who meet all the requirements as specified in Section II, Technical Specification, of this document; will conduct themselves in a professional, businesslike manner at all times; and adhere to the provisions as set forth in the Bidder's Violence in the Workplace Policy and Alcohol and Drug Abuse Policy. **The Bidder expressly agrees to remove from duty any Bailiff whose continuing assignment is deemed by the Contract Administrator to be contrary to the terms of the contract, contrary to the public interest, or inconsistent with the best interest of the City.**
- D. Bidders are expected to ensure that all Bailiffs assigned to the Municipal Court possess a certified identification card. Bidder must provide proof of Crime Policy/Employee Dishonesty Bond and deliver respective copies for all Bailiffs assigned to duty at the Municipal Court. Failure to provide this information may result in rejection of bid. Trainees will only be allowed to be posted alongside a Municipal Court Bailiff for training purposes and only after proper courtroom etiquette has been properly conveyed.
- E. The Bidder's plan for scheduled and unscheduled absences must be documented and submitted to the Contract Administrator, prior to the execution of the contract. Additionally plans for the on-going recruitment of qualified Bailiffs must be discussed contract.
- F. The Bidder must become familiar with the Municipal Court Emergency Procedures and provide Bailiffs knowledgeable of these procedures. Reference Section II, Part 16, of this specification, titled Emergency Procedures.

G. At Bidder's expense, Bidder shall conduct Drug Testing as described in Section I, Part 7, H, of this specification. To this end, the City has zero-tolerance for drug and alcohol abuse. The City vigorously complies with the requirements of the Drug Free Workplace Act of 1988 and all drug testing regulations issued by the U.S. Department of Transportation.

H. Bidder 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	GC/MS CONFIRMATION DETECTION LEVEL
	ng/ml*	mg/ml*
Amphetamines	1000	500
Barbiturates	300-1000**	200
Benzodiazepines	300	200
Cocaine Metabolites	300	150
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.

I. Prior and periodic testing is mandatory for every Bailiff assigned to work at the Municipal Court. Bidders shall conduct, prior to assignment and placement at Municipal Court, background and credit investigations on every Bailiff. The results of said background/credit check shall be furnished to the City's Director of Human Resources, or his/her designee, who will determine each prospective temporary staffer's eligibility for placement at the Municipal Court. For those prospective Bailiffs who have resided solely in the State of Texas for the ten years immediately preceding their placement at the Municipal Court, the Bidder 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 the prospective temporary staffer has resided. All credit investigations shall be prospective Bailiffs who have resided outside of the State of Texas at any time and for any duration during the ten years immediately preceding their placement at the Municipal Court, the Bidder shall conduct a national background check which shall consist of a search of the following for criminal convictions:

- a. Federal records and records of the states and counties/parishes in which said prospective Bailiff, Bailiff trainee, and Security Guard has resided in the ten years immediately preceding placement with the Municipal Court.
 - b. All background checks shall search for criminal convictions and Also-Known-As (AKA).
- J. Random Drug Tests will be conducted after the assignment, in compliance with Section I, Part 7, H, of this specification, for all Bailiffs assigned to duty at Municipal Court. Bailiffs must also comply with all Police Department security checks. Any employee of the Bidder failing a Drug Test or who, in the opinion of the Bidder or City has an abnormally high debt to earnings ratio, shall not be assigned to duty at Municipal Court. **Failure to provide the Contract Administrator or designee the above proof or affirmation statement with each replacement or temporary assigned Bailiff, prior to placement, will result in a \$500 deduction from the next monthly invoice.**
- K. The Municipal Court is a "Smoke Free" building, therefore, no smoking in any form is allowed by employees, contractors, vendors, visitors, or anyone within the building including employees of the Bidder. The Bailiffs will enforce this ordinance at the Municipal Court.
- L. All Bailiffs assigned to duty at the Municipal Court shall be trained and will undergo periodic refresher training in the following areas:
- a. 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 Bailiff must be submitted with bid. **Proof that this certification is being kept current must be submitted to the Contract Administrator within 10 days of the expiration.**
 - b. Communication procedures including the use of portable two-way radio equipment and cellular telephones.
 - c. 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.
 - d. Writing and maintenance of daily reports of activities or problems at Municipal Court as well as accident or incident reports covering mishaps, unusual events, and the like.
 - e. Bailiff Courtroom procedure training.
- M. The Bidder shall provide at least two passport size photographs of all Bailiffs assigned to work at the Municipal Court upon each designated Bailiff's first day of assignment. Bailiffs, supervisors, and any employee of the Bidder shall be required to wear a Bidder provided photo identification card at all times.

to determine whether such bidder is qualified and capable to perform the contract. The pre-award survey will involve examination of the bidder's technical status and bidders understanding of the contract requirements.

- A. The following are examples of the types of information that, upon request, the bidder shall be prepared to provide to the City in writing, within ten working days of the request:
- a. Identification of Bidder's personnel and management procedures to be used on this contract, certified private security cards, and statement of compliance with employment requirements, and certification of longevity requirements as set forth in these specifications;
 - b. The Bidder's technical and management plan for performing the required services;
 - c. Description of the Bidder's facilities and equipment;
 - d. Summary of the Bidder's experience in performing work of the type specified herein;
 - e. Present and prior contracts for similar work, and the names and addresses of individuals within the contracting organizations who may be contacted regarding the Bidder's prior performance on similar contracts.
- B. Failure to provide requested information may result in rejection of bid. After review of the information submitted by the bidder, a determination of the bidder's non-responsibility may result in rejection of bid.

SECTION II

TECHNICAL SPECIFICATIONS – MUNICIPAL COURT

1. **GENERAL REQUIREMENTS:** The Bidder shall provide the services of Municipal Court Bailiffs and Security Guards, completely outfitted with matching uniforms and all essential equipment, including requisite weapons, deemed by the City as necessary to carry out the duties of Bailiffs and Security Guards for the City of Corpus Christi Municipal Court as specified in Section II, Part 5, of this document, titled Essential Duties and Responsibilities and in compliance with the Section I, Part 7, of this document, titled Licensing and Certifications. **The Bailiffs will be Security Officer Commissioned to carry a firearm, commissioned by the Service Contractor, and will carry a weapon while on duty at the Municipal Court.** The Bidder is responsible for providing Bailiffs for the Municipal Court located at 120 N. Chaparral Street, Corpus Christi, Nueces County, Texas, during normal business hours as described in Section II, Part 3, of this document, titled Hours and Days of Operations.
2. **STAFFING REQUIREMENTS:**
 - A. The Municipal Court staffing needs are as follows:
 - a. Two Security Guards are required for the check-in process at the first-floor entrance of the Municipal Court by the metal detectors.
 - b. ~~One Security Guard is required for surveillance of the premises, in the lobby area, and compliance lobby area.~~
 - c. Three Bailiffs are required for each of the three Courtrooms during courtroom proceedings.
 - B. Any and all changes to the above must be approved by the Contract Administrator, in advance.

3. **HOURS OF OPERATION:** The Corpus Christi Municipal Court is open to the public Monday through Friday, during normal business hours (8:00 a.m. to 5:00 p.m) and during the hours of 8:00 a.m. until 7:00 p.m. on Tuesday.
4. **HOLIDAYS:** The City of Corpus Christi recognizes seven holidays. These are New Year's Day; Memorial Day; Independence Day (July 4th); Labor Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.
5. **ESSENTIAL DUTIES AND RESPONSIBILITIES:** The essential duties and responsibilities for the Municipal Court Bailiffs include, but are not limited to, the following:
 - A. The Bailiffs will provide security to all courtrooms at the Municipal Court.
 - B. The Security Guards will monitor and operate the metal detectors at the entrance of the Municipal Court building and survey the premises in the lobby areas, including the first floor main lobby area, courtroom lobby areas, and the collection and compliance lobby area. All persons entering the Municipal Court must be processed through the metal detectors.
 - C. The Bailiffs will ensure that the courtrooms are open and prepared for court sessions.
 - D. The Bailiffs will adhere to courtroom decorum, while providing safety in the courtrooms, including responding to emergencies and taking necessary action.
 - E. The Bailiffs will assist the Judge in maintaining order in the courtroom and will provide instructions to spectators, jurors, and prospective jurors regarding their conduct in the courtroom.
 - F. The Bailiffs will assist the judges in administering courtroom procedure such as, but not limited to:
 - a. Ensuring all parties and counsel involved in a case are present before proceedings begin;
 - b. Calling cases to be tried and calling witnesses to the stand;
 - c. Escorting jurors to and from the jury box;
 - d. Attending to the needs of the jurors during deliberations; and
 - e. Providing information upon request regarding scheduled court proceedings, jury lists, and other resources as needed by the judges. Such resources may necessitate that the Bailiffs complete and/or review various court-related forms, ensuring said forms are:
 - i. Completed properly with dates filled in,
 - ii. Containing necessary signatures and that signatures are in the correct place on
 - G. The Bailiffs will escort persons found in contempt of court from the Courtroom and hold them in custody until the person in custody is picked up by a City Marshal.
 - H. The Bailiffs may conduct appropriate follow-up activities with defendants, including taking fingerprints; making copies of financial forms, orders, and judgements.

- I. The Bailiffs will meet with other Bailiffs periodically regarding courthouse safety and security.
- J. The Bailiffs must be familiar with the Municipal Court Emergency Procedure as stated in Section II, Part 16, of this specification.
- K. The Supervising Bailiff will ensure that all duties are performed and all rules and regulations followed by all the Bidder's employees reporting for work at the Municipal Court. The Supervising Bailiff will meet with other Bailiffs, periodically and as needed, regarding safety and security policy and procedures and courtroom processes. The Supervising Bailiff will be available at all times to provide clarification to Bailiffs on security issues, matters of protocol, and to provide disciplinary actions for the Bailiffs on duty.

6. REPORTING REQUIREMENTS: The Bidder will prepare and have available the following reports:

- A. Daily Log -- this report will be a running summary of activities during each work shift. At a minimum, the following items will be noted by the Bailiffs and Security Guards and recorded in the daily log:
 - a. Name and rank of Bailiff or Security Guard
 - b. Time on duty and time off duty
 - c. Area Bailiff or Security Guard is assigned to cover
 - d. Acknowledgment that oncoming Bailiff or Security Guard has read and understands all special instructions for the Municipal Court
 - e. Any violation of established security rules and any outstanding or significant incidents
 - f. Any staff or patron complaints reported to Bailiff or Security Guard.
- B. Incident Report -- this report is a detailed accounting of accidents or incidents on Municipal Court premises. An incident report is to be promptly completed and provided to the Contract Administrator, the City Marshal, the City of Corpus Christi Risk Management Department, and the Bidder. Such a report will be completed, in full, by the Bailiff on duty at the time of the incident. Unreported incidents will be deemed a violation of the service provider contract and will be treated accordingly.

7. CONTRACTOR FURNISHED UNIFORMS, EQUIPMENT AND ACCESSORIES:

- A. The Bidder shall provide Bailiffs with uniforms and is responsible for ensuring that uniforms are kept neat, clean, and properly ironed when worn for duty at the Municipal Court.
- B. The Bidder shall provide Bailiffs with portable UHF radios and hand-held metal detectors.
- C. Except for those items expressly noted as provided by the City, the Bidder shall furnish all supplies and equipment required for the execution of the contracted services, including, but not limited to, alarm-monitoring equipment, two (2) two-way portable radios, cellular phone(s), and weapons.

- D. 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.

8. TRAINING:

- A. The Bidder will provide certification training for each Bailiff in the area of Courtroom Security and Bailiff duties in the Courtroom. Bidders are encouraged to contact the Texas Municipal Court Education Center (TMCEC) for more information.
- B. The Bidder will provide proof of training having used Red Cross-Certified First Aid procedures and resuscitation procedures including the use of cardio-pulmonary resuscitation (CPR) and Heimlich maneuver for each assigned Bailiff.
- C. The Bidder will train Bailiffs in the use of communication procedures, including the use of portable two-way radio equipment and cellular telephones.
- D. The Bidder will make sure all Bailiffs are trained in Police procedures regarding public relations, facility security, personal safety, emergency management, personal assaults, public intoxication, juvenile delinquency, patrolling and surveillance, and reporting techniques.
- E. The Bidder will make sure all Bailiffs are trained to write and maintain daily reports, including, but not limited to, those detailed in Section II, Part 6, of this document, labeled Reporting Requirements. Bailiffs will be trained to document activities or problems in Municipal Court, as well as, properly complete accident or incident reports covering mishaps, unusual events, unexpected occurrences, and the like.
- F. All Bailiffs assigned to duty will undergo follow-up training and/or refresher courses in Red Cross-Certified First Aid procedures and resuscitation procedures including the use of cardio-pulmonary resuscitation (CPR) and Heimlich maneuver; communication procedures; Police procedures regarding public relations, facility security, personal safety, emergency management, personal assaults, public intoxication, juvenile delinquency, patrolling and surveillance, and reporting techniques; the writing and maintaining of daily reports, including but not limited to, those detailed in Section II, Part 6, of this document, labeled Reporting Requirements; and documenting activities or problems at Municipal Court, as well as, properly completing accident or incident reports covering mishaps, unusual events, unexpected occurrences, and the like.

- 9. CITY CONTRACT ADMINISTRATOR: The City's Contract Administrator is the Director of Municipal Court who 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 Bidder for all matters.

10. EMERGENCY REQUIREMENTS: The Bailiffs must be familiar with the Municipal Court's

- 11. CITY QUALITY ASSURANCE: Bidders are expected to ensure that prior to commencing work under the contract, the Bidder shall meet in conference with the Contract Administrator to develop a mutual understanding relative to this contract and to provide for a smooth assumption of duties. Further meetings between the Bidder and the Contract Administrator will be periodically arranged by the Contract Administrator, as needed. All phases of the services rendered by the Bidder are

subject to the inspection and approval of the Contract Administrator. If the Bidder's overall performance is unsatisfactory, the Contract Administrator will so notify the Bidder in writing. A reply to the written notification will be delivered to the Contract Administrator within three (3) working days and will include an outline or plan of corrective action, which must be acceptable to the City Manager or his designee. The Bidder's continued unsatisfactory performance shall be sufficient cause for termination of the service contract.

12. EQUIPMENT PROVIDED BY THE CITY: The City will provide the Bidder a walk-thru metal detector at the main entrance to the Municipal Court. Additional metal detectors will be available, as needed, for use at the entrances of Courtrooms B and C. A magnetic access card and one set of keys will be issued to the Bidder. It shall be the Bidder's responsibility to ensure the keys are safeguarded and that the Municipal Court is secured at the end of each business day, at the time specified by the Contract Administrator. The Bidder will be liable for the re-keying, replacing, or otherwise altering of locks and security systems should these locks or systems become compromised as a result of the Bidder's negligence, including, but not limited to, the loss of keys or magnetic access cards
13. BIDDER FURNISHED SUPPLIES AND EQUIPMENT: The Bidder is responsible for taking action to protect City supplies and equipment and the personal property of its employees from loss, theft, damage, or tampering. The Bailiffs will take care not to allow any damage or destruction to the equipment furnished by the Municipal Court. The Bailiffs are to document any and all incidents to enable prompt and thorough reporting of any damage or destruction that may occur to equipment furnished by the Municipal Court. The Bailiff Supervisor must contact the Contract Administrator immediately upon determining that the equipment furnished by the Municipal Court has malfunctioned and/or is in need of repair.
14. IDENTIFICATION OF BIDDER EMPLOYEES: All Bidder employees working as Bailiffs at the Municipal Court or in the direct supervision of Bailiffs under this Contract shall be identified by a distinctive uniform complete with photo badge and name tag identifying each employee individually, as stated in Section 1, Part 7, D, of this document.
15. INVOICING INSTRUCTIONS: Bidder invoices will be submitted to the Contract Administrator within five working days following the end of each calendar month in which services are performed. On verification of the work performed and charges, the Contract Administrator will process the invoices for payment. Any occurrences of violations of Section II, Part 7, J, of this document will be deducted from invoice payment as stipulated in Section II, Part 7, J.
16. EMERGENCY PROCEDURES: Bidder shall be thoroughly familiar with the Municipal Court Emergency Procedures which requires that for all security and medical emergencies the Bailiff on duty shall immediately notify the Corpus Christi Police Department by calling 911, reporting the type of emergency and requesting the assistance required. Immediately after calling 911, the Bailiff will notify the City Marshal. Under non-emergency circumstances, when police assistance is required, the Bailiff shall notify the City Marshal. It is the responsibility of the City Marshal to

Attachment B – Schedule of Pricing

				DEACON 10, LCC dba Premier Protective Services ST. EUCLID, OHIO	
ITEM	DESCRIPTION	QTY. - 1 YR	UNIT	Unit Price	Extended Price
1.	Contracted Commissioned Municipal Bailiff Services	6,240	HR	\$12.90	\$80,496.00
2.	Security Guards	6,240	HR	\$12.90	\$80,496.00
	Totals				\$160,992.00
	Total Award				<u>\$160,992.00</u>

Attachment C – Insurance Requirements

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 Contract Administrator 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 **by 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
POLICE PROFESSIONAL LIABILITY	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned <small>OWNERS’ COMPENSATION</small> (All States Endorsement if Company is not domiciled in Texas)	\$500,000 Combined Single Limit statutory and complies with Part II of this Exhibit.
Employer’s 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 an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met. 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 a copy of the replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Contractor or as requested by the City. Contractor shall pay any costs incurred resulting from said changes. 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

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.

2016 Insurance Requirements
Municipal Court.
Security Guard/Bailiff Service
1/12/2016 ds Risk Management