

SERVICE AGREEMENT NO. 1151

Bailiffs and Security Guard Services for the Corpus Christi Municipal Court

THIS **Bailiffs and Security Guard Services for the Corpus Christi Municipal Court 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 Bailiffs and Security Guard Services for the Corpus Christi Municipal Court in response to Request for Bid/Proposal No. 1151 ("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 Bailiffs and Security Guard Services for the Corpus Christi Municipal Court ("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 12 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to two additional 12-month periods ("Option Period(s)"), provided, the parties do so in writing and 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.** The total value of this Agreement is not to exceed \$209,352.00, 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. 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.

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:

Gilbert Hernandez, Diretor of Municipal Court
Municipal Court
Phone: 361-826-2515
Email: GilbertH@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 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.** Any Services 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.** 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. 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.
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 if the subcontractors were not named at the time of bid or proposal, 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.

- 13. Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
- 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 related 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: Gilbert Hernandez
Title: Director of Municipal Court
Address: P.O. Box 9277, Corpus Christi, Texas 78469
Fax: 361-826-2500

IF TO CONTRACTOR:

Sec-Ops, Inc.
Attn: Robert Lott
Title: President/Chief Executive Officer
Address: 5729 Leopard St. Bldg. 8, Corpus Christi, Texas 78408
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 perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term 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. 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.

20. 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.

- 21. 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).
- 22. 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.
- 23. 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 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.
- 24. 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: **9/19/17**

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

Attachment C: Insurance and Bond Requirements

Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 1151

Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1. General Requirements

- A. The Bailiffs and Security Guards 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.
- B. The Contractor is expected to ensure that all Bailiffs and Security Guards assigned to the Municipal Court possess a certified identification card. The Contractor must provide proof of Crime Policy/Employee Dishonesty Bond and deliver respective copies for all Bailiffs and Guards assigned to duty at the Municipal Court. Failure to provide this information prior to Bailiff and or Security Guards starting work will constitute a violation to this agreement. Trainees must be commissioned to carry prior to starting their training and will only be allowed to be posted alongside a Security Guard for training purposes, and only after proper courtroom etiquette and security have been properly conveyed, will they be allowed to be posted alongside Bailiffs.
- C. The Bailiffs and Security Guards will conduct themselves in a professional, businesslike manner at all times; and adhere to the provisions as set forth in the Contractor's Violence in the Workplace Policy and Alcohol and Drug Abuse Policy. The Contractor shall provide at least two passport size photographs of all Bailiffs and Security Guards assigned to work at the Municipal Court upon each designated Bailiff's and Security Guards first day of assignment. Bailiffs, Security Guards, supervisors, and any employee of the Contractor shall be required to wear a photo identification card at all times.
- D. Coverage for all positions is expected at all times. The Contractor's plan for handling 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 and Security Guards must be discussed, documented, and submitted to the Contract Administrator, prior to the execution of the contract.
- E. The Contractor must become familiar with the Municipal Court Emergency Procedures and provide Bailiffs and Security Guards knowledgeable of these procedures.

- F. 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 Contractor. The Bailiffs and Security Guards will enforce this ordinance at the Municipal Court.

2. Scope of Work

- A. Location - The services will be provided for the Corpus Christi Municipal Court located at 120 N. Chaparral Street, Corpus Christi, Nueces County, Texas 78401.
- B. Staffing Requirements – A total of three Bailiffs and three Security Guards are required:
1. Two Security Guards are required for the check-in process at the first-floor entrance of the Municipal Court by the metal detectors.
 2. One Security Guard is required for surveillance of the premises in the lobby areas, including the first floor main lobby area, courtroom lobby areas, and the collection and compliance lobby area.
 3. One Bailiff is required for each of the three Courtrooms during courtroom proceedings. One of the Bailiffs shall be designated as the "Supervising Bailiff" and shall oversee the remaining Bailiffs and Security Guards, and all Contractor's Bailiff and Security Guard responsibilities.

Any and all changes to the above must be approved by the Contract Administrator, in advance.

- C. Hours of Operation – The Contractor will not schedule more than 240 hours per week for the three Bailiffs and three Security Guards. 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. The Contractor is required to have coverage during these hours of operation.
- D. Essential Duties and Responsibilities - The essential duties and responsibilities for the Bailiffs and Security Guards include, but are not limited to, the following:

1. The Bailiffs will provide security and decorum to all courtrooms at the Municipal Court.
2. The Bailiffs will ensure that the courtrooms are open and prepared for court sessions.
3. The Bailiffs will adhere to courtroom decorum, while providing safety in the courtrooms, including responding to emergencies and taking necessary action.
4. 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.
5. 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 defendants' names to determine failure to appear and calling witnesses to the stand;
 - c. Escorting jurors to and from the jury box; and
 - d. Attending to the needs of the jurors during deliberations
6. 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.
7. The Bailiffs may conduct appropriate follow-up activities with defendants, including taking fingerprints.
8. The Bailiffs and Security Guards will meet periodically regarding courthouse safety and security.
9. The Supervising Bailiff will ensure that all duties are performed and all rules and regulations followed by all the Contractor's employees reporting for work at the Municipal Court. The Supervising Bailiff will meet with the other two Bailiffs and three Security Guards, 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 and Security Guards on security issues, matters of protocol, and to provide disciplinary actions for the Bailiffs and Security Guards on duty.

10. 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.

E. Reporting - The Contractor will prepare and have available the following reports:

1. 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
2. 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. Such a report will be completed, in full, by the Bailiff and/or Security Guard 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.

3. Uniforms, Equipment and Accessories

- A. The Contractor shall provide Bailiffs and Security Guards 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 Contractor shall provide Bailiffs and Security Guards with portable UHF radios and hand-held metal detectors.
- C. 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 contracted services shall include, but not limited to, two 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.

4. Training

- A. The Contractor will provide certification training for each Bailiff and Security Guard in the area of Courtroom Security and Bailiff Duties in the Courtroom. Contractors are encouraged to contact the Texas Municipal Court Education Center (TMCEC) for more information.
- B. All Bailiffs and Security Guards assigned to duty at the Municipal Court shall be trained and the Contractor shall provide 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 Bailiff and Security Guard must be submitted before to start of services. Proof that this certification is being kept current must be submitted to the Contract Administrator within 10 days of the expiration.
 - 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. 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.
5. Courtroom Bailiff and Building Security procedure training.

5. 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	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

* Nanograms/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 Bailiffs and 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.

6. Background and Credit Investigation

As a prerequisite to placement, Contractor shall perform background and credit investigations on every Bailiff and Security Guard and furnish the results to the Contract Administrator, or designee, who will determine each prospective Bailiff and Security Guard eligibility for placement at the Municipal Court. For those prospective Bailiffs and Security Guards who have resided solely in the State of Texas for the ten years immediately preceding their placement at the Municipal Court, 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 the prospective Bailiff and Security Guard has resided. All credit investigations shall be conducted on a national basis and shall reflect "Actual" credit history. For those prospective Bailiffs and Security Guards 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 Contractor 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 or Security Guard 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)

Contractor's failure to provide written proof, acceptable to the Contract Administrator, that the above-described background and credit checks were conducted for each Bailiff, Security Guard, and Back-up personnel 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.

7. 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 shall be the single point of contact for the Contractor for all matters.

8. Pre-Performance Conference

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

9. Equipment provided by the City

The City will provide the Contractor a walk-thru metal detector at the main entrance to the Municipal Court. Magnetic access cards for each Bailiff/ Security

Guard 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 the Municipal Court is secured at the end of each business day, at the time specified by the Contract Administrator. The Contractor 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 Contractor's negligence, including, but not limited to, the loss of keys or magnetic access cards.

10. Contractor furnished Supplies and Equipment

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. The Bailiffs and Security Guards will take care not to allow any damage or destruction to the equipment furnished by the Municipal Court. The Bailiffs and Security Guards 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.

11. Invoicing Instructions

The Contractor's invoices will be submitted to the City's Account Payable Department 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.

12. Holidays

The City of Corpus Christi recognizes seven holidays which services will not be provided. These are New Year's Day; Memorial Day; Independence Day (July 4th); Labor Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

13. Emergency Procedures



The Contractor shall be thoroughly familiar with the Municipal Court Emergency Procedures which requires that for all security and medical emergencies the Bailiff and or Security Guard 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 and or Guard will notify the Contract Administrator. Under non-emergency circumstances, when police assistance is required, the Bailiff or Guard shall notify the Contract Administrator. It is the responsibility of the Contract Administrator to notify the Corpus Christi Police Department and request the necessary assistance.

Attachment B: Bid/Pricing Schedule



Proposal Response to RFP 1151
City of Corpus Christi
Bailiff and Security Guard
Services for Municipal Courts

Pricing Form (Seventh Item)

	CITY OF CORPUS CHRISTI Pricing Form PURCHASING DIVISION RFP No. 1151 Bailiff and Security Guard Services for Municipal Courts																														
DATE: <u>June 16, 2017</u>	 CEO																														
Sec-Ops, Inc. PROPOSER	AUTHORIZED SIGNATURE																														
<p>1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.</p> <p>2. Provide your best price for each item.</p> <p>3. In submitting this proposal, Proposer certifies that:</p> <ul style="list-style-type: none">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 purchasing 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 border="1"><thead><tr><th>Item</th><th>Description</th><th>QTY</th><th>UNIT</th><th>UNIT PRICE</th><th>TOTAL PRICE</th></tr></thead><tbody><tr><td>1</td><td>Supervising Commissioned Municipal Bailiff</td><td>2,080</td><td>HRS</td><td>\$ 17.55</td><td>\$ 36,504.00</td></tr><tr><td>2</td><td>Commissioned Municipal Bailiffs</td><td>4,160</td><td>HRS</td><td>\$ 16.80</td><td>\$ 69,888.00</td></tr><tr><td>3</td><td>Commissioned Security Guards</td><td>6,240</td><td>HRS</td><td>\$ 16.50</td><td>\$ 102,960.00</td></tr><tr><td colspan="5">TOTAL</td><td>\$ 209,352.00</td></tr></tbody></table>	Item	Description	QTY	UNIT	UNIT PRICE	TOTAL PRICE	1	Supervising Commissioned Municipal Bailiff	2,080	HRS	\$ 17.55	\$ 36,504.00	2	Commissioned Municipal Bailiffs	4,160	HRS	\$ 16.80	\$ 69,888.00	3	Commissioned Security Guards	6,240	HRS	\$ 16.50	\$ 102,960.00	TOTAL					\$ 209,352.00	
Item	Description	QTY	UNIT	UNIT PRICE	TOTAL PRICE																										
1	Supervising Commissioned Municipal Bailiff	2,080	HRS	\$ 17.55	\$ 36,504.00																										
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3	Commissioned Security Guards	6,240	HRS	\$ 16.50	\$ 102,960.00																										
TOTAL					\$ 209,352.00																										

Attachment C: Insurance Requirements

A. CONTRACTOR'S LIABILITY INSURANCE

1. 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.
2. Contractor must furnish to the City's Risk Manager and Director of Municipal Court, two (2) copies 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, and a waiver of subrogation 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
POLICE PROFESSIONAL LIABILITY	\$1,000,000 Per Occurrence
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employer's Liability	\$500,000/\$500,000/\$500,000

3. 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.

B. ADDITIONAL REQUIREMENTS

1. 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.

2. 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.
3. 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

4. **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.
5. 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.
6. 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.

7. 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.
8. 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.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2017 Insurance Requirements
Municipal Court - Bailiff and Security Guard Services
04/11/2017 gms Risk Management

Attachment C: Bond Requirements

Section 5. (B) is null for this Service Agreement.

Attachment D: Warranty Requirements

Section 8. Warranty is null for this Service Agreement.