

**CITY OF MISSION
SOLICITATION, OFFER AND AWARD FORM**

**SOLICITATION INFORMATION
REQUEST FOR BIDS (RFB)**

1. BID NO.: 18-279-09-05

2. ISSUE DATE: August 22, 2018

3. FOR INFORMATION CONTACT: (No collect calls)

NAME: Crissy Cantu, Buyer

TELEPHONE: (956) 580-8667 **FAX:** (956) 580-8798

E-MAIL: ccantu@missiontexas.us

4. BRIEF DESCRIPTION:

Security Guard Services

5. PRE-BID CONFERENCE/GENERAL CONTRACTORS MEETING:

(Highly Recommended)

*** There will be a conference. ***

LOCATION: City of Mission

City Hall

1201 E. 8th Street

Mission, TX 78572

DATE: Wednesday, August 29, 2018

TIME: 10:00 AM CST

6. ADVERTISING DATES:

1st Week of Advertisement Date: __08__ / __22__ / __18__

2nd Week of Advertisement Date: __08__ / __29__ / __18__

7. SUBMIT OFFER TO:

Mailing/Hand/Commercial Courier Delivery

City of Mission

Purchasing Department

1201 E. 8th Street R101

Mission, TX 78572

Bid # 18-279-09-05

8. OFFER SUBMISSION DUE DATE AND TIME:

DATE: September 05, 2018

TIME: 2:00 PM CST

9. No Facsimiles or late arrivals will be accepted. Any bids received after offer submission due date and time will not be opened and will be returned. City of Mission Purchasing Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFB.

10. SUBMIT WITH OFFER: Original offer and 2 photocopies including documents and attachments so indicated on Page 2 of this form.

11. Offers submitted in response to an RFB will be opened publicly by The City of Mission Purchasing Department, immediately after the submission due date and time. Offers submitted in response to an RFP will NOT be publicly opened.

12. FIRM OFFER PERIOD: Offers submitted shall remain firm for a period of 60 calendar days from the final due date for bids.

13. NOTE: For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder".

OFFER

(To be completed by Offeror)

14. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified.

15. BIDDERS NAME, ADDRESS: (Type or Print)

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER: (Type or Print)

17. BIDDERS SIGNATURE & DATE:

**TELEPHONE:
CELL PHONE:**

**E-MAIL:
FAX:**

AWARD

(To be completed by City of Mission)

18. TOTAL ESTIMATED AMOUNT OF AWARD:

19. PURCHASING AGENT SIGNATURE & DATE OF AWARD:

Name:

Signature: _____

Date: ___/___/___

SOLICITATION INDEX

20. CONTENTS: (DOCUMENTS WITH A YES ARE TO BE SUBMITTED WITH OFFER)

| | NAME | FORM DESCRIPTION | SUBMIT WITH OFFER? |
|---|--------------------------------------|---|--------------------|
| ● | Cover Sheet | Solicitation, Offer and Award Form (Complete in its entirety to include Sign and Date) | YES |
| ● | Instructions to Bidders | General Terms & Conditions | YES |
| | | Insurance Certificate | NO |
| ● | Non-Collusive Bidding Certificate | Vendor Acknowledgement Form (Signed & Executed) | YES |
| ● | Pricing Schedule | Signed and Completed (Signed & Executed) | YES |
| ● | Specifications/Scope of Work | Description of Security Guard Service | YES |
| ● | Addenda Checklist | Confirmation Receipt of Addendum(s) (Signed & Executed) | YES |
| ● | Bidder's General Questionnaire | General Questions (Supporting Documentations) (Signed & Executed) | YES |
| ● | CIQ Questionnaire | Conflict of Interest Questionnaire (Signed & Executed) | YES |
| ● | Security Services Contractor License | Copy of Contractor's License issued by the Texas Security Board under the Texas Department of Public Safety | YES |

| 21. ACKNOWLEDGMENT OF ADDENDUMS: | ADDENDUMS # | DATE | ADDENDUMS # | DATE |
|--|-------------|------|-------------|------|
| Offeror acknowledges receipt of the following addendum(s) to the solicitation: | | | | |
| (Identify addendum number and date of each.) | | | | |
| | | | | |

*****Firm name and authorized signature must appear on each page that calls For this information. Failure to do so may disqualify your Bid *****

City of Mission
Instructions to Bidder – General Terms & Conditions
Security Guard Services/RFB: 18-279-09-05

Please read your specifications thoroughly and be sure that the offered complies with all requirements. Any variation from the specifications will not be allowed. If you are the successful bidder, it will be required that **“Security Guard Services”** be provided as specified.

- (1) Sealed bids will be received for **“Security Guard Services”** in accordance with the specifications attached hereto.
- (2) All specifications shown are minimum requirements. There is no intention to disqualify any bidder who can exceed these specifications.
- (3) **One (1) original and two (2) copies** of RFB **must** be enclosed in a **sealed envelope with vendor’s name and return address clearly typed/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner “Request for Bids” –“Security Guard Services”** and delivered to City of Mission Purchasing Department, 1201 East 8th Street, Mission, Texas 78572 **on or before 2:00 p.m., Wednesday, September 05, 2018.** **No Facimiles or late arrivals will be accepted. Any RFB received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of express envelope or package in reference to RFB.**
- (4) Bids must give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your Bid. Person signing bid must show title or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Firm name and authorized signature must appear on each page that calls for this information.

(5) Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Council (Executive Committee) of the City is or will be peculiarly interested in or benefited directly or indirectly as a result of this contract.

(6) Covenant Against Gratuities

The offeror represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the City with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

(7) Preparation of Bids

- (a) Bidders are expected to examine the Pricing Schedule, General Terms & Conditions, all drawings, specifications, the statement of work, and all other provisions of, and attachments to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of bids. Failure to do so will be at the bidder's risk.
- (b) Each bidder shall furnish the information required by the solicitation. Bids shall be submitted on the bid form contained in the solicitation. Bidders shall sign and print or type their name on the bid form and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent of the bidder (other than an officer or a partner of the bidder) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the City).
- (c) All blanks on the bid form shall be filled in by typewriter or printed in ink with a firm fixed unit price for items bid. Unit prices shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price required by the bid form, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

- (d) Bids for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation. Any condition, qualification, or limitation of the bid may be a basis for rejection of the bid as nonresponsive.
- (e) The bidder must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

(8) Submission of Bids

- (a) Bids and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Buyer of the City of Mission at the address specified in the solicitation. The bidder shall show the hour and date specified in the solicitation for receipt of bids, the solicitation number, and the bidder's name, address, and telephone number on the face of the envelope or carton.
- (b) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt of bids.
- (c) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the City. If not destroyed by testing, samples will be returned at the bidder's request and expense, unless otherwise specified in the solicitation.
- (d) Each copy of the bid shall include the legal name of the bidder and a statement whether the bidder is a sole proprietorship, a corporation, or any other legal entity. A bid for a corporation shall further give the state of incorporation and have the corporate seal affixed to it.

(9) Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the City's authorized representative and with sufficient time allowed for a reply to reach bidders before the submission of bids. Any communication held with city employees, council members, or representatives other than the purchasing staff may be subject to rejection of bid. Oral explanations or instructions given before the award of any contract, at any pre-bid conferences or otherwise, will not be binding on the City. Information given to a bidder concerning an interpretation of the solicitation may be furnished to all bidders as an addendum to the solicitation, if such information is necessary to bidders in submitting bids on the solicitation or if the lack of such information would be prejudicial to uninformed bidders.

(10) Acknowledgment of Addendums to Invitation for Bids

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the bid form; or (3) by letter or telegram. The City must receive the acknowledgment by the time and at the place specified for receipt of bids.

(11) Bids **cannot** be altered or amended after opening time. No Bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.

(12) STATE SALES TAX MUST NOT BE INCLUDED IN BID.

(13) No substitutions or cancellations permitted without written approval of the City of Mission.

(14) Any additions, deletions, or variations from the following specifications will not be allowed. Any parts not specifically mentioned which are necessary for the work to be complete and for use or which are normally furnished as standard

equipment shall be furnished by the successful Bidder and shall conform in strength, quality, and workmanship to the accepted standard of the industry.

(15) When a delay can be foreseen, bidder shall give prior notice to the City of Mission. Bidder must keep City of Mission advised at all times of status of order. Default in promised delivery (without acceptable reasons), or failure to meet specifications, authorizes the City of Mission to purchase such delivery **“Security Guard Services”** off contract. The contractor will be liable for any increase in cost incurred due to defaulting for **“Security Guard Services”**.

a. Acceptable reasons for delayed delivery(ies) are as follows; Act of God (floods, tornadoes, hurricanes, etc.), acts of government, fire strikes, war or any actions beyond the control of the successful Bidder.

(16) The City may hold Bids **60 days** after Bid Opening without taking action. Bidders are required to hold their Bids firm for same period of time.

(17) Default

(a) If the Contractor refuses or fails (i) to commence the work within the time required by this contract, (ii) to prosecute the work or any separable part with the diligence that will ensure its completion within the time specified in this contract, including any extension, (iii) to provide sufficient and properly skilled workmen or proper materials or equipment to complete the work in an acceptable manner and without delay, (iv) to promptly pay its subcontractors, laborers, and materialmen, (v) to perform any of its other obligations under this contract, or (vi) to complete the work within the time specified in this contract ("events of default"), the City may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work). In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City resulting from events of default, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing the work.

(b) The Contractor's right to proceed shall not be terminated because of delays nor the Contractor charged with damages under this clause, if --

(1) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the City in either its public or contractual capacity, (iii) acts of another Contractor in the performance of a contract with the City, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers); and

(2) the Contractor, within 10 days from the beginning of any delay (unless extended by the City Engineer), notifies the City Engineer and Purchasing Staff in writing of the causes of delay. The City Engineer shall ascertain the facts and the extent of the delay. If, in the judgment of the City Engineer, the findings of fact warrant such action, the time for completing the work shall be extended.

(c) The rights and remedies of the City in this clause are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

(18) Evaluation and Basis for Award

(A) Award of Contract

(a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

- (b) In determining the best value for the municipality, the municipality may consider:
- 1) the purchase price;
 - 2) the reputation of the bidder and of the bidder's goods or services;
 - 3) the quality of the bidder's goods or services;
 - 4) the extent to which the goods or services meet the municipality's needs;
 - 5) the bidder's past relationship with the municipality;
 - 6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - 7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - 8) any relevant criteria specifically listed in the request for bids or proposals.

(B) One Award

One contract award will be made under this Request for Bids. Multiple contract awards shall not be made. It is the intent of the City of Mission to award the bid to the lowest responsive and responsible bidder or the bidder who provides goods or services at the best value for the municipality. Upon the City's issuing an award of this bid, this bid shall be countersigned by an authorized representative of the City which will result in a binding contract without further action by either party

(C) Unit and Extended Pricing

Offerors shall insert the unit price and extended amount for each line item offered on the price schedule. If a line item is offered at "No Cost," enter "No Cost" in the unit price column. Additionally, offerors shall calculate and insert the total price in the space provided on the price schedule.

- (19) The City of Mission reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Mission.
- (20) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he/she considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the article called for.
- (21) The Bidder agrees to indemnify and save harmless the City, the Purchasing Agent and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
- (22) **Bidder shall carefully examine the bid forms, specifications, and instructions to Bidder.** Should the Bidder find discrepancies in, or omissions from Bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Mission City Hall, (956) 580-8667) and obtain clarification by addendum prior to submitting any Bid.
- a. BILLING AND PAYMENT INSTRUCTIONS:
 - b. Invoices must include:
 - c. Name and address of successful vendor
 - d. Name and address of receiving department or official
 - e. Purchase Order Number (if any)
 - f. Notation - **"Security Guard Services"**
 - g. Descriptive information as to the items or services delivered, including product code, item number, quantity etc.

The City of Mission will execute payment by mail within thirty (30) working days after each percentage of work has been completed and found to meet specifications for **“Security Guard Services”** as indicated below. No other method of payment will be considered.

(23) Funds for this procurement have been provided through the City budget for this fiscal year only. City, on an annual basis, has the right to reconsider a contract during the budget process for the ensuing years if financial resources of City are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the City which is payable out of funds beyond the current fiscal year.

(24) The geographical location(s) of bidder's facilities referenced **“Security Guard Services”** given due consideration in determining the lowest responsible bidder. All items will be evaluated and awarded individually or in any combination thereof.

(25) Bidders are advised that any part of the specifications that are not met within the time of delivery regardless of how major or minor it might be or shall be grounds for none acceptance of delivery and forfeiture of bid bond.

(26) The City of Mission reserves the right to waive or take exception to any part of the specifications when in the best interest of the City of Mission.

(27) Accident Prevention

(a) In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoiding work interruptions. For these purposes, the Contractor shall: (1) provide appropriate safety barricades, signs, and signal lights; (2) comply with all safety standards required by federal, state, or local law and any additional standards customarily employed in connection with the type of work being performed or the conditions at the site; and (3) ensure that any additional measures the City Engineer determines to be reasonably necessary for this purpose are taken.

(b) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Purchasing Staff.

(c) The Contracting Officer shall notify the Buyer of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the City Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(d) The Contractor shall be responsible for its subcontractors' compliance with this clause.

(28) Insurance Requirements for Supply/Services and/or Construction

(a) Required Coverage. The Contractor shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the City of Mission and the Contractor with limits of liability not less than those specified below.

Commercial General Liability insurance or its equivalent, **listing City of Mission as an additional insured**, providing limits of not less than \$500,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services, construction, etc. provided with a general aggregate of \$1,000,000, and a products and completed operations aggregate of \$1,000,000. Coverage should include: Damaged to rented premises at a minimum of \$100,000 per occurrence. There shall not be any policy exclusions or limitations for the following as well:

Contractual Liability covering Contractor's obligations herein
Personal Injury Advertising Liability
Medical Payments
Fire Damage Legal Liability
Broad Form Property Damage
Liability for Independent Contractors

- (b) Automobile liability insurance policy with combined single limit of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act.
- (c) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- (d) A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City consistent with potential exposure of City under the Texas Tort Claims Act;
- (e) Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than \$1,000,000 for each accident, each disease per employee \$1,000,000, and policy limit of no less than \$1,000,000. There shall not be any policy exclusions or limitations.
- (f) Certificates of Insurance. Before commencing execution of this contract, and within 7 calendar days from date of award of contract, the Contractor shall furnish Original proof of insurance via Certificates of Insurance satisfactory to the City of Mission at the following addresses,

City of Mission
Crissy Cantu, Buyer
1201 E. 8th Street
Mission, TX 78572
Bid # 18-279-09-05

evidencing that insurance as required by paragraph (a) above is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to the City shall be in a form and content acceptable to the City.

- (g) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the Purchasing Agent. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating of A- or better. Please include proof of such rating with your coverage documents.
- (h) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, and as otherwise required above, shall be endorsed to name City of Mission, their directors, officers, representatives, agents, and employees as Additional Insurers with respects to operations performed by or on behalf of the Contractor in the performance of this contract via ISO endorsements CG 2037 or its equivalent. The policy shall also be endorsed to name other interests as directed by City of Mission.
- (i) Notice of Cancellation or Material Changes. Policies and/or Certificates shall **specifically** provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to the City.
- (j) Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess, or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

(k) Deductibles. Companies issuing the insurance policies and the Contractor shall have no recourse against the City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.

(l) Subcontractors. If any part of the work is sublet, the Contractor shall require any and all subcontractors performing work under this contract to carry General Liability and Products, and Construction Liability Insurance, with limits of liability that Contractor shall deem appropriate and adequate to protect the interests of the City. In the event a subcontractor is unable to furnish insurance in accordance to section (a) above, the Contractor shall endorse the subcontractor as an Additional Insured. Insurance certificates for subcontractors shall be furnished to the City of Mission upon request.

(m) No Release. The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement, or any applicable law, statute, regulation, or order.

(29) Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Mission not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

(30) Disclosure of Interested Parties

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information go to the Texas Ethics Commission web page at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

(31) Termination of Contract: The City of Mission reserves the right to terminate the contract if, in the opinion of the City of Mission, the successful vendor's performance is not acceptable, if the City is being repeatedly overcharged, improperly charged, no funds available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

(32) Appeal Process

An appeal may be brought by the lowest bidder deemed to have been non-responsive and/or not responsible. Appeals are limited to the following:

1. Matters of bias, discrimination, or conflict of interest
2. Computing errors and alleged improprieties or ambiguities in bid specifications; and
3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Purchasing Director at:

City of Mission
1201 E. 8th Street, Room R-101
Mission, Texas 78572

Appeals must include the following information:

- a. Name, address, email, telephone and fax number of appellant;
- b. Bid identification number;
- c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
- d. The desired outcome/solution;
- e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Purchasing Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal.

If the appeal is not resolved with the Purchasing Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

City Of Mission
Scope of Services
Bid Name/No.: “Security Guard Services”/ 18-279-09-05

- I. Scope of Work:** The City of Mission is accepting bids for Uniformed Security Guard Services for buildings throughout the city on an as needed basis.
- II. Scope of Service:** The following scope of service describes security guard services for the City at the facilities listed, and for other periodic events, on an as needed basis. The City reserves the right to add or delete any location indicated in this bid during the contract period without penalty. Service time shall be coordinated with the Police Department. Some night and weekend work may be scheduled. The City shall not be responsible for overtime costs. Bid prices shall apply to all work regardless of when performed.

The Contractor shall provide competent, fully qualified and licensed uniformed security guards, supervisory officers as well as the necessary transportation, equipment and supervision necessary to provide high quality security guard services at City facilities. Contractor shall provide such security guard service in accordance with the particular requirements for each location specified in the facilities list.

The Contractor shall make periodic oral or written reports and recommendations to the Director or designee with respect to conditions, transactions, situations or circumstances encountered by the Contractor relating to the services to be performed under this agreement and attend meetings determined to be necessary by the Director or designee. Contractor shall provide any reports that the Director or designee may request in writing

Contractor shall provide Criminal Justice Information Services (CJIS) certified guards as requested by the Police Chief or designee. The Police Chief or designee currently designates all Mission Police Department posts, all Municipal Courts Department Posts.

A. SECURITY GUARD AND SCANNER OPERATOR QUALIFICATIONS:

1. Security guards employed by the Contractor to provide security guard service under this agreement shall meet the following criteria unless approved or authorized by the Police Chief or designee:
 - 1.1. 21 years of age or older.
 - 1.2. High school graduate or must have obtained a graduate equivalency diploma.
 - 1.3. Proficient to speak, understand, read and write the English and Spanish languages (Officers can be dismissed immediately if there are communication problems and the officers shall be replaced immediately at no additional cost to the City).
 - 1.4. Not have been convicted in any jurisdiction of a disqualifying felony; as defined under the provisions of the Private Security Act, Section 1702 of the Texas Occupations Code and Texas Administrative Code Chapter 35-Private Security.
 - 1.5. Not have been convicted in any jurisdiction of any Class A or disqualifying Class B misdemeanor as defined under the Provisions of the Private Security Act, Section 1702 of the Texas Occupations Code and Texas Administrative Code Chapter 35- Private Security.
 - 1.6. Not have any pending, unresolved, or adjudicated disqualifying felony or Class A or disqualifying Class B misdemeanor charges as defined under the provisions of the Private Security Act, Section 1702 of the Texas Occupations Code and Texas Administrative Code Chapter 35- Private Security, or indictments in this or any other jurisdiction, and not be on probation or parole for any disqualifying felony, Class A, or disqualifying Class B misdemeanor charges as defined under the Provisions of the Private Security Act, Section 1702 of the Texas Occupations Code and Texas Administrative Code Chapter 35 - Private Security.
 - 1.7. Not be required to register in this or any other state as a sex offender unless approved by the Texas Private Security Board under Section 1702.3615.
 - 1.8. Have no outstanding warrants.

- 1.9. Not have been declared by any court of competent jurisdiction, incompetent by reason of mental defect or disease without having been restored.
- 1.10. Not be suffering from habitual drunkenness or from narcotics addiction or dependence, and commissioned security guards shall at all times meet the minimum qualifications as defined under Section 1702.163 of the Texas Occupations Code.
- 1.11. Not have been dishonorably discharged from the United States armed forces, discharged from the United States armed forces under other conditions determined by the Texas Private Security Board to be prohibitive, or dismissed from the United States armed services if a commissioned officer in the United States arm services.
- 1.12. Skilled in effectively and tactfully communicating with a wide variety of people in sensitive situations, and skilled in establishing and maintaining effective working relationships with City employees and the general public.
- 1.13. Minimum of 6 months previous experience providing Commissioned or Noncommissioned Officer service.
- 1.14. Trained to provide security guard services.
- 1.15. Knowledgeable about the facility being secured, i.e., locations of exits, restrooms, fire hydrants, fire standpipes, fire extinguishers, emergency panels (if any), emergency operation of elevators (if any), evacuation procedures, and similar aspects.
- 1.16. Must check in at each checkpoint designated in the LSRL, or attachments to the LSRL such as maps or drawings, and otherwise remain at its designated post throughout the entire designated shift unless relieved by a relief or replacement guard.
- 1.17. Shall be required to undergo a minimum of 8 hours of job-specific on-site training.
- 1.18. Trained to perform duties in a complex the size of the City of Mission locations.
- 1.19. Officers must be commissioned, registered, or hold an endorsement issued by the Texas Private Security Board under the Texas Department of Public Safety, pursuant 11 to the authority of Chapter 1702, Texas Occupations Code (Contractor shall provide copies of all security commission cards within five days from request by the City).
- 1.20. Any additional licensing or training required under state or local regulations.
- 1.21. Contractor must maintain a security services contractor's license issued by the Texas Security Board under the Texas Department of Public Safety; pursuant to the authority of Chapter 1702, of the Texas Occupations Code.
- 1.22. Security guards shall have on their person a valid CPR/AED training certification card while on duty.

III. JOB SPECIFIC, ON-SITE TRAINING:

- A. Contractor shall ensure that all project managers, supervisors, and professional security guards are thoroughly familiar with all applicable rules, regulations, and procedures before they are allowed to staff any post in the facility. All personnel shall be properly trained in the operation of the facilities and shall adhere to the facility rules and regulations without exception.
- B. All security guards shall receive Contractor provided training comprehensive enough to effectively deal with:
 1. Customer service and courtesy.
 2. Security situations to include emergencies of fire, bomb threat, flood and evacuation procedures.
 3. First aid and medical emergencies.
 4. Assisting the disabled in a sensitive and helpful manner.
 5. Contractor shall provide its customized 40-hour advanced officer training to all of its personnel working at the facilities, prior to their beginning work at the facilities, at no additional charge to the City. This training shall include CPR/AED-Adult (operation of portable Defibrillator) certification, X-ray machines, hand-held wand metal detectors, security turnstiles, active shooter response and terrorism response. Contractor shall provide to the Director or designee proof of CPR/AED certification upon **completion of required training upon assignment to this contract.**

IV. LIMITATIONS ON SECURITY GUARDS HOURS:

- A. Contractor shall not assign any security guard to perform services under this agreement if such assignment would require that the security guard work more than 16 hours in a 24-hour period, or more than 60 hours in a single 7-day period, unless the Contractor obtains the prior written approval from the Director or designee. The Contractor shall have sufficient personnel reserve who are trained, in order to comply with this requirement. This is to ensure that a speedy and correct response is performed in the event of an emergency or life-threatening situation that could occur at the facilities.

V. SECURITY GUARDS EQUIPMENT:

- A. The Contractor shall, at its expense, **not at its employees' expense**, equip each security guard with a distinctive hard look uniform and a Softline uniform (blazer, slacks, white shirt, and tie) and all insignia; basic officer supplies including black leather shoes, an identification card bearing a recent photograph of the security guard, a whistle, and a cell phone with a push-to-talk feature and which has sufficient range to provide communication between guards on duty at facilities anywhere in the City limits (639 square miles). Contractor shall have two-way dispatch communication capability as well as a beeper network. Officers required to work outside shall be supplied with boots, winter jackets and raincoats (bearing the Contractor's name and insignia). Contractor will provide a document to the Director or designee of the articles issued to each security guard with the officer's initial for each article as described above and signed by the security guard and the issuer when assigned to this contract.
- B. Security guards working posts in Speer Memorial Library, Mission Event Center, Social Center shall be provided, at contractor's expense, a blazer jacket. The blazer shall be worn by all security guards working posts inside Speer Memorial Library, Mission Event Center, Social Center during normal business hours. Blazers shall be optional after 5:00 pm weekdays, on weekends, and on Holidays.
- C. CONTRACTOR IS RESPONSIBLE FOR ALL COMMUNICATIONS EQUIPMENT ON SITE, subject to the pre-approval of the make, model and features by the Director or designee.
- D. Identification cards shall include the full name (first and last) of the security guard with the name typewritten or printed in ink and shall be worn at all times while on duty.

VI. OTHER EQUIPMENT: (Except as explicitly provided, Contractor shall provide the following equipment at its expense)

- A. Contractor shall have a sufficient number of vehicles assigned to on-duty supervisors so that the supervisors may meet with the Director or designee within 45-minutes of being summoned. Additionally, the Contractor shall provide vehicles for use by security guards if required in the LSRL for a particular location. This requirement is in addition to any other requirements of this agreement. All vehicles shall be licensed to operate on public streets, shall have 4-cylinder or larger engines and shall provide their driver with protection from the weather. Each vehicle provided must include a two-way radio or smart phone with sufficient range to provide communications between all security guards on duty at a particular facility and with the Contractor's base station. Each vehicle shall be clearly marked as a security vehicle. Each vehicle provided shall be in safe operating condition and shall be maintained and operated solely by Contractor.
- B. Contractor shall supply a car, truck, (4x4 truck when requested) sport utility vehicle, golf cart, three-wheel Segway or bicycle (Vehicle) within 5 working days when requested for a particular facility. Subject to the Director's approval of the make, model and features of the vehicle, Contractor may invoice the lease cost of these Vehicles as a bi-weekly pass-through plus an approved percentage markup (see Exhibit B). All other costs associated with the operation of vehicles, including fuel, insurance and maintenance, are the sole responsibility of Contractor. Any safety requirements to operate requested vehicle shall be the responsibility of the contractor.
- C. Contractor shall provide sufficient hand-held scanners to perform services described herein, subject to the pre-approval of the make, model and features by the Director or designee.
- D. Contractor shall provide security guard tour patrol system which is an electronic system for logging the rounds of security guard s in a variety of situations such as patrolling property. The system must ensure that the security guard makes its appointed rounds at correct intervals and can generate written and electronic tour records as required.

E. Contractor shall provide an electronic secured web-based incident case management software platform for reporting and monitoring. Some features will include: the ability to identify and mitigate risks leading to reduced threats, increased site security with real time event monitoring and situational management. Features should include:

- Ability to upload Digital Media i.e. pictures and videos.
- GPS Tracking capabilities.
- Management Reports for Trend Analysis.
- Schedule.
- Assignments.
- Post Orders.
- Daily Activity Reports.
- Incident Report.

VII. SUPERVISION:

- A. Contractor shall have sole responsibility for supervising the security guards performing under this agreement. Supervision shall consist of that level of management and administrative activity necessary to ensure that each security guard is performing its duties in a safe and efficient manner and to ensure that each location at which security guard service is provided is staffed in accordance with the LSRL (Post Orders) for that facility. The City shall have no obligation to exercise any supervisory authority over any security guard performing services under this agreement, but reserves the right to direct the activities of the security guards in conformity with established post orders, or as necessary in an emergency situation.
- B. Contractor shall have sufficient supervisors on its staff so that the ratio of supervisors to security guards on each shift is sufficient to provide coverage to the satisfaction of the Director or designee. The supervisors shall be trained as supervisors and have had previous experience as security guard supervisors. Contractor shall provide sufficient vehicles, at Contractor's expense, for supervisors to inspect job posts and security guards under their supervision.
- C. Contractor shall provide and maintain on staff a sufficient number of qualified and trained personnel with completed background checks and proper badging to staff officer posts at multiple locations seven days a week, 24 hours per day, every day, inclusive of all City holidays, in accordance with specified post orders.
- D. Upon receiving a call from the designated Department representative requiring the supervisor's attention, the supervisor shall respond within 10 minutes via telephone and shall be on-site at the facility within 45 minutes of official notification by the security guard or Department staff during any 24-hour period to assist with the situation.
- E. Contractor shall maintain a base office within the city limits of the City of Mission. Contractor shall provide a phone number(s) and pager, or cell phone numbers at which Contractor or a designated agent of the Contractor with supervisory and managerial authority to add or delete services, equipment, security guards, restore open posts, resolve billing issues and disputes who may be reached or respond within 30 minutes on a 24-hour, 7-days per week basis during the week, weekends, nights, and holidays all year round.
- F. Contractor's supervisory personnel shall make random unannounced inspections on various shifts. There must be a minimum of four visits, at each of the different location posts, per calendar month. Contractor shall submit documentation of these visits with its biweekly invoices. The weekly post inspection report format shall be approved and may be modified by the Director or designee.

VIII. RESPONSE TO INCIDENTS:

- A. Contractor shall immediately contact the Director or designee, as well as the facility managers, the Mission Police Department or other appropriate agency regarding any incident involving injury, fire, or criminal activity, or threats thereof. The primary duties of the security guards are to observe and report. Security guards covered under this agreement shall not subdue or pursue any suspected perpetrators. Any incident, whether emergency or otherwise, shall be reported in writing to the Director or designee by close of business on the first business day immediately following the incident.

IX. PERFORMANCE STANDARDS FOR OFFICERS:

- A. Shall maintain a neat and well-groomed appearance at **all** times.
- B. Shall exercise good judgment, interact with people in a positive manner and maintain a high level of performance.
- C. Shall not carry a weapon of any kind unless authorized by the Director or designee.
- D. Shall not eat at their assigned post. Bottled water may be kept at a security post but should be kept out of sight whenever possible and should not be consumed while conducting business with any person at the security post.
- E. Shall not use a city telephone or cell phone for personal business while assigned to a security post.

X. REASSIGNMENT OR REMOVAL OF SECURITY GUARDS:

- A. Contractor shall reassign or remove particular security guards from assignment to the facilities upon receipt of a written or oral request from the Director or designee to do so. The written or oral request shall specify the name of the security guard whose assignment or removal is desired. Any person that the Director or designee may deem incompetent or disorderly shall be promptly removed by the Contractor. Contractor shall replace any removed employee, should the Director or designee recommend that the action be done for the good of the services being rendered, within 30 minutes from notification by the City.

XI. MANDATORY POST COVERAGE:

- A. Contractor's personnel shall not leave their duty post unattended at any time, unless relief is provided. It shall be the duty of the site supervisor officer to periodically check to ensure that all radios are in working order throughout the day. Therefore, it is not acceptable to leave a post unattended by an officer (or relief officer) due to radio failure or for any other reason. If lunch breaks or coffee breaks are permitted, then there must be a relief officer for all breaks. Such breaks are to be taken at a designated break area determined by the Director or designee.
- B. A mandatory daily "Open Post Report" shall be forwarded to the Director or designee electronically by 12:00 noon of each business day, which shall include open posts not covered on the previous scheduled work day. The open post report shall name the assigned post, security guard and show the respective time periods not covered.

XII. PUBLIC RELATIONS:

- A. Contractor agrees that neither it nor its agents, subcontractors, or employees shall issue or make any statements on behalf of the City with respect to any incident occurring at any Facility. The Contractor, contractor's agents, subcontractors, or their employees shall not (i) publicly discuss or issue or provide any statements, written or oral, paper or electronic, of any nature that references this agreement, any policy, procedure, post order, or security alert, or (2) release any report, tape, recording, image, document or record related to the services provided under this Agreement, without the prior written consent of the Director or designee.

XIII. PROJECT MANAGERS AND SUBCONTRACTORS:

- A. Contractor shall not substitute project managers or subcontractors without Director's prior written approval.

XIV. DUTIES OF SCANNER OPERATOR:

- A. Scanner operator shall staff either an x-ray screening device or a magnetometer and shall:
 - a. Set up and maintain guide ropes or other barriers leading from the entrance to the screening site.
 - b. Start and calibrate the magnetometer and x-ray device at the beginning of each shift.
 - c. Courteously and professionally direct persons entering the facility to the screening site.
 - d. Identify those personnel who are properly badged and admit them in accordance with the post orders.
 - e. Courteously and professionally direct persons entering in how to move through the screening site, including placing hand-carried items and packages on the x-ray conveyor.
 - f. Monitor the flow of traffic through the site to ensure effective coverage with the least inconvenience possible to person entering.
- B. While staffing the x-ray device, effectively screen items that travel through the machine. This may include reorienting items, identifying suspicious items, and directing hand searches of appropriate items.

- C. While staffing the magnetometer, have persons entering walk through the device after removing metal items from their persons. If the magnetometer alarms, the scanner directs the individual to remove any remaining metal items and walk through the device again. If the device alarms a second time, the scanner shall use hand-held magnetometer to conduct hand screening to determine the cause of the alarm.
- D. When contraband, weapons, or suspected explosive devices are discovered, the discovering Scanner shall notify the Mission Police Department, the armed security guard and the supervisor, and take other actions appropriate to the situation.
- E. At the end of the working day, secure the magnetometers, x-ray devices and any other equipment or supplies used.

XV. DUTIES OF ARMED SECURITY GUARDS AND COMMISSIONED SECURITY GUARDS WHEN ASSIGNED TO A SCREEN SITE:

- A. When an armed security guard is assigned to a screening site, the armed security guard shall monitor and direct the activities of the scanner operator(s) assigned to that site.
- B. The armed security guard shall:
 1. Direct persons entering to the proper screening site.
 2. Monitor the flow of personnel and not allow persons to avoid the screening site.
 3. Assist the scanner operators in their duties when required by the flow of traffic.
 4. Prohibit persons from entering the protected facility with illegal weapons or devices.
 5. When assigned to a secondary entrance, check badges and conduct hand screening of persons using those entrances.
 6. Write and submit complete reports for all appropriate incidents (All reports shall be delivered to the Department's Security Management Division by 9:00 a.m. on the following workday).
 7. Conduct periodic performance evaluations for all subordinates.
 8. Staff a scanner position when required.
 9. Complete all seized property procedures as approved by the Director or designee.

XVI. PERSONNEL TIME LOG:

- A. Contractor shall use a guard sign-in log. The original copy of the guard sign-in log should be provided to the Department's Security Management Division. Personnel time logs and guard sign-in logs shall contain a record for each employee, which shows employee's name, date(s) worked, and time(s) worked. All personnel time logs shall be submitted to the City with the invoices pertaining to the time period covered by the logs, as well as any documentation verifying Security guard check-in at designated checkpoints. The Contractor understands that Contractor shall not be paid if the guard sign-in log, personnel time logs, and the invoices do not agree.

XVII. MAKING ROUNDS:

- A. Contractor shall use a security guard electronic web-based tour patrol system to ensure security guards are making their rounds. Contractor shall give scanner reports to facility managers on a daily basis. The Contractor shall be responsible for purchasing the security guard electronic web-based tour patrol system and providing tour reports to the Security Management Division upon demand and at no cost to the City.

XVIII. ABSENCE REPORTS:

- A. Contractor shall orally report the absence of any security guard from an assigned post or position to the Director or designee. This report shall not be made later than five minutes after the start of the reporting time for the post or position. The report shall include the name of the absent security guard, the post or position affected and Contractor's efforts to meet the security needs of the City. A relief guard or supervisor shall immediately fill the vacancy until other arrangements are made.

XIX. DAILY ACTIVITY REPORTS:

- A. Contractor shall ensure that site supervisor officers or security guard s submit an approved written shift report (Daily Activity Report) to the facility manager for every shift worked. The daily activity report should include a log of activity occurring during the tour of duty. Particular note should be made of unusual incidents or activity.

XX. SIGN-IN SHEETS:

- A. Contractor shall, on non-event days, ensure that all persons entering the facility enter at the front door and sign in at the front desk. In addition, guests must be authorized to enter the facility by a City employee or authorized contractor. During event days, Contractor shall use its best efforts to ensure that unauthorized persons do not enter the facility. If any conflict arises, Contractor shall notify the facility manager immediately.

XXI. WEEKLY WORK SCHEDULES:

- A. Contractor shall submit weekly work schedules, for each of the facilities, to the Police Chief or designee, prior to the beginning of each week. Facility managers may request that Contractor adjust the weekly work schedules. Police Chief's requests may be made either orally or in writing.

XXII. IDENTIFICATION CARD REQUIREMENTS:

- A. All security guard s shall be required to carry and have clearly displayed on their person, a photo identification (ID) card (commission or registration), issued by the Contractor, at all times when on City property. This card shall include the company name, first and last name of officer, with the name typewritten or printed in black, a recent photograph of the employee, and the date of completion of commission class.
- B. In accordance with this agreement all security guard s shall maintain at all times and on their person a valid Texas Security ID issued by the Texas Department of Public Safety Private Security Bureau while working on City of Mission property.
- C. All security guard s assigned to work on City of Mission property shall possess and maintain a City of Mission issued contractor ID. Upon separation, the security guard's ID shall immediately be returned to the Office of Security Management for deactivation and verification. They will need specific types of access that will be determined based on the job they are performing.
- D. A copy of the actual commission cards, for commissioned officers, shall be held by the Contractor for a minimum of 6 months after the security guard becomes commissioned and shall be available for inspection, upon request, by the Police Chief or designee.
- E. In addition, the Police Chief or designee may at any time ask the Contractor to submit to the Police Chief or designee a list of all security guards working on any specified day, for a random check of commission verification.

XXIII. UNIFORM REQUIREMENTS:

- A. Contractor shall provide Assigned guards with complete and professional uniforms and all Contractor employees shall wear their uniforms at all times while performing work under the Contract. Uniforms shall conform to standards of "Duty Uniform as described below:
 - 1) **Duty Uniform** consist of matching or tastefully contrasting slacks and shirt/blouse, consistent with modern law enforcement style and standards. A duty belt may be used to carry security equipment or accessories.
 - 2) The Police Chief shall specify on the Statement of Work the type of uniform required at their location.
 - 3) The name of the Contractor, the word "Security" and the last name of the security guard shall appear on the outermost garment of the uniform. The name of the company and the word "Security" shall be of a size, style, shape, design, and type clearly visible by reasonable person under normal conditions.
 - 4) Tactical uniforms and tactical equipment shall not be worn.

XXIV. SALARIES FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTORS:

- A. Contractor shall provide cost estimates for hours of operation, including estimates for business hours, Emergency hours, and Holidays. Security guard s shall be required to remain on-site for the entire eight-hour shift(s).
- B. Contractor shall pay time-and-half at Contractor's expense to all security guards who work during a Holiday. Additionally, Contractor shall pay straight time at Contractor's expense to all security guards normally scheduled during a holiday where the facility is closed or services are reduced for the security guard's canceled shift or canceled portion of a shift.

XXV. SECURITY SERVICES AT A CITY BUILDING DURING SPECIAL EVENTS:

- A. The City shall coordinate all security guard services for any public or private event held at or in conjunction with a Facility. For purposes of this section, the term "Clients" refers to the department, person, organization or entity holding the public or private event.
- B. Notwithstanding the foregoing, Contractor's security guard s shall not allow clients, or their agents, employees, guests or invitees access to secured areas of the Facilities at any time.

- C. The form of the Contractor's written agreement with the City's Clients shall be subject to the prior written approval of the City Attorney and City of Mission Police Chief.

XXVI. SEVERE WEATHER AND OTHER EMERGENCY CONDITIONS:

- A. Security guards are considered "Essential Employees" as defined on Page 3, Section 3.2.2 in Administrative Procedure 2-3 Severe Weather and Other Emergency Conditions (as revised from time-to-time). Security guards will be compensated at their overtime rate (i.e. Special Event rates in Exhibit B, Section 26.3) during the severe weather conditions or other emergency situations. The overtime rate will begin when the Mayor declares conditions exist such that only emergency services or limited City services are open to the public. The overtime rate will end when the severe weather or other emergency situation subsides and non-essential employees are instructed to return to work.

CITY OF MISSION

Attachment 1 to General Terms and Conditions - Schedule of Subcontractor(s)/Subconsultant(s)
 Offerors should provide information on **all** of their prospective subcontractor(s)/subconsultant(s) who submit bids/proposals in support of this solicitation. Use additional sheets as needed.

Project Name: "Security Guard Services" Solicitation Number: Bid No: 18-279-09-05

Name of Prime Contractor: _____

| NAMES AND ADDRESSES OF SUBCONTRACTOR(S)/SUBCONSULTANT(S) | TYPE OF WORK TO BE PERFORMED | MINORITY OR WOMAN FIRM? (Check all that apply) | PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS |
|--|---------------------------------------|---|--|
| NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON: | TYPE OF WORK: AGE OF FIRM: | YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/> | <input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil. |
| NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON: | TYPE OF WORK: AGE OF FIRM: | YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/> | <input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil. |
| NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON: | TYPE OF WORK: AGE OF FIRM: | YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/> | <input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil. |
| NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON: | TYPE OF WORK: AGE OF FIRM: | YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/> | <input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil. |
| NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON: | TYPE OF WORK: AGE OF FIRM: | YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/> | <input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil. |
| NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON: | TYPE OF WORK: AGE OF FIRM: | YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/> | <input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil. |

Name/Title of Person completing this form: _____

Signature _____

Date _____

**City Of Mission
Pricing Schedule
Bid Name/No.: "Security Guard Services"/ 18-279-09-05**

For any questions directly regarding the **"Security Guard Services - Bid No. 18-279-09-05"**, please call or email:

Crissy Cantu, Purchasing Buyer
ccantu@missiontexas.us
 Telephone: (956) 580-8667

NOTE: For invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Requests for Proposal terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits. Bids must be submitted on all quantities specified on this schedule.

The Offeror is required to Sign and Date Each Page of the Schedule
Submit All Pages with the Offer.

| ITEM NO. | BASE TERM (ONE YEAR) DESCRIPTION | UOM | ESTIMATED QTY. | UNIT PRICE PER HOUR \$ | TOTAL EXTENDED PRICE PER HOUR \$ |
|----------|-------------------------------------|-----------------|----------------|------------------------|----------------------------------|
| 1. | Events / Building Security Services | Normal Hours | 1 | \$ _____ | \$ _____ |
| 2. | Events / Building Security Services | Nights/Weekends | 1 | \$ _____ | \$ _____ |
| 3. | Events / Building Security Services | Emergency | 1 | \$ _____ | \$ _____ |
| 4. | Unscheduled Events | Normal Hours | 1 | \$ _____ | \$ _____ |
| 5. | Unscheduled Events | Nights/Weekends | 1 | \$ _____ | \$ _____ |
| 6. | Unscheduled Events | Emergency | 1 | \$ _____ | \$ _____ |

Renewal Terms: The City of Mission shall reserve the option to renew this order for an additional two (2) consecutive, one (1) year period at the end of the service period. A bidder may offer a fixed maximum percentage of escalation for each of the one year option. The term of this contract shall be one (1) year from contract award date. The amount of escalation will be taken into consideration in evaluation of the bid. State maximum percentage of escalation as follows:

** _____ % 1st year renewal total option term

** _____ % 2nd year renewal total option term

***IF NO PERCENTAGE OF ESCALATION IS INCLUDED A ZERO PERCENTAGE WILL BE ASSUMED.**

Company Name: _____
Owner or President Name: _____
Company Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Fax Number: _____
Email: _____
Federal ID or SS# Number: _____

*Company Authorized Representative's Signature

Date

Company Representative's Name (Please Print)

Company Representative's Title

***Signature on this form indicates agreement with "Instructions to Bidder-General Terms and Conditions and Pricing Schedule"**

CITY OF MISSION
VENDOR ACKNOWLEDGMENT FORM - NON-COLLUSIVE BIDDING CERTIFICATION
Bid Name/No.: "Security Guard Services" / 18-279-09-05

I/We have read instructions to bidder and specifications. My/Our bid conforms to all bid specifications, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the CITY OF MISSION that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent of employee of the CITY OF MISSION concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Date: _____

Company Name: _____

Signature: _____

Title: _____

Note: This form must be filled in and submitted with the sealed bid.

ADDENDA CHECKLIST

Bid of: _____
(Bidder Company Name)

To: City of Mission
Ref.: Security Guard Services/RFB No.: 18-279-09-05

Ladies and Gentlemen:

The undersigned Bidder hereby acknowledges receipt of the following Addenda to the captioned RFB (initial if applicable).

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

Respectfully submitted,

Bidder: _____

By: _____

(Authorized Signature for Bidder)

Name: _____

Title: _____

Date: _____

GENERAL BUSINESS QUESTIONNAIRE
(SUPPLIES, SERVICES AND CONSTRUCTION)

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information within two (2) work days from the date of notification by the City, or with the offer, if so indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

1. Name of Offeror ("Business"): _____

2. List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers for joint ventures (attach additional pages as necessary).

3. Number of years in business under present business name: _____

4. If applicable, list all other names under which the Business identified above operated in the last 5 years.

5. Annual Gross Revenue (Past year): (M represents millions, K represents thousands)
\$100K or less \$100K-\$500K \$500K-\$1M \$1M-\$5M \$5M-\$10M
\$10M-\$16M \$16M or Over

6. Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? Yes No

7. Number of current employees: _____

8. Has the Business, or any officer or partner thereof, failed to complete a contract? Yes No

9. Is any litigation pending against the Business? Yes No

10. Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror needs to explain the expected impact, both in organizational and directional terms. Yes No

11. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? Yes No
12. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes No
13. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No
14. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? Yes No
15. Is the Business in arrears on any contract or debt? Yes No
16. Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No
17. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes No
18. Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Bidder will provide a copy of the plan. Yes No
19. Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured. Yes No
20. If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.

Name: _____ Title: _____
 Signature: _____ Date: _____
 (Owner, CEO, President, Majority Stockholder or Designated Representative)

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

2. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

3. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

4. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

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Signature of person doing business with the governmental entity

Date