

RESOLUTION NO. 15-021

A RESOLUTION APPROVING AWARDDING A BID BY THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO S&S INVESTIGATIONS & SECURITY, INC., OF GROVES, TEXAS, FOR SECURITY GUARD SERVICES TO SERVE THE SPUR 93 BUSINESS PARK, IN THE ANNUAL NOT TO EXCEED AMOUNT OF \$91,000.00. FUNDING AVAILABLE IN EDC ACCOUNT NO. 120-1429-582.59-02

WHEREAS, the City of Port Arthur, Texas (the "City") received seventeen (17) sealed bids for security guard services to serve the Spur 93 Business Park (the "Project"); and

WHEREAS, the lowest, responsive bid for the Project was presented by S&S Investigations & Security, Inc. of Groves, Texas, in the amount of \$15.00 per hour (\$84,240 annually) and \$22.50 per hour (\$5,400 annually) for holidays for security guard services; and

WHEREAS, on December 29, 2014, the Board of Directors of the PAEDC approved the bid for security guard services patrolling with a vehicle to serve the PAEDC Business Park to S&S Investigations & Security, Inc., in the amount of \$15.00 per hour (\$84,240 annually) and \$22.50 per hour (\$5,400 annually) for holidays as denoted in **Exhibit "A"**; and

WHEREAS, S&S Investigations & Security, Inc., will adhere to the specifications contained in **Exhibit "B"**; and

WHEREAS, the contract is for one (1) year from the date of execution, with the option to renew with two (2) additional one year periods as stated in the terms of the specifications in **Exhibit "B"**; and

WHEREAS, the City Council hereby recommends that the PAEDC award the contract for the Project to S&S Investigations & Security, Inc. on the basis of their bid amount.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PORT ARTHUR, TEXAS:**

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council authorized the PAEDC to award a bid to S&S Investigations & Security, Inc. of Groves, Texas, for security guard services patrolling with a vehicle to serve the PAEDC Business Park of \$15.00 per hour (\$84,240 annually) and \$22.50 per hour (\$5,400 annually) for holidays, as denoted in **Exhibit "A"**.

Section 3. That the PAEDC is authorized to enter into a contract with S&S Investigations & Security, Inc. of Groves, Texas, for security guard services patrolling with a vehicle in the PAEDC Spur 93 Business Park, in the annual not-to-exceed amount of \$91,000, in substantially the same form as attached hereto as **Exhibit "B"**.

Section 4. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 20th day of Jan A.D., 2015,
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor

Councilmembers


Prince; Mayor Pro Tem Freeman
Scott, Albright, Mosely,
Lewis, Williamson, and Frank

NOES:

None

Deloris Prince
Deloris "Bobbie" Prince, Mayor

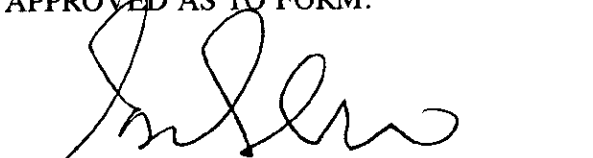
ATTEST:


Sherri Bellard, City Secretary

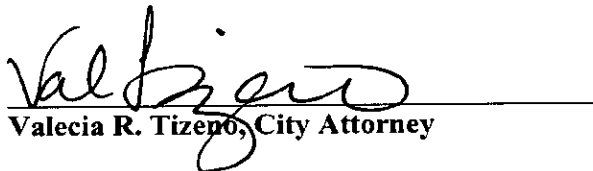
APPROVED:


Kelly Y. Muller on behalf of
Floyd Batiste, PAEDC CEO


APPROVED AS TO FORM:


Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:


Valecia R. Tizeno, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:


Deborah Echols, Director of Finance


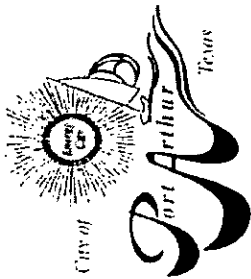

Shawna Tubbs, Purchasing Manager

EXHIBIT "A"



City of Port Arthur Texas
Bid Tabulation

Security Guard Service for the EDC Business Park
Date: December 10, 2014

		Name of Bidders			
		*Allied Barton Security Services.		S & S Investigations & Security	
Item#	Description	Cost Per Hour	Total Cost	Cost Per Hour	Total Cost
1.	Security Guard Services patrolling with a vehicle	\$18.65 Security Officer \$21.19 Site Supervisor	\$129,678.00	\$15.00	\$84,240.00
2.	Security Guard Services patrolling with street legal golf cart	\$18.65 Security Officer \$21.19 Site Supervisor	\$115,818.00	\$15.00	\$84,240.00
3.	Holiday Pay	\$27.98 Security Officer \$31.79 Site Supervisor		\$22.50	\$5,400.00
Location		Houston, TX		Groves, TX	

Yolanda Scypion-Goudeaux
 Yolanda Scypion-Goudeaux, Purchasing Assistant

12/10/14
 Date

EXHIBIT “B”

SECURITY GUARD SERVICES AGREEMENT

The Security Guard Services Agreement (the "Agreement") made this ____ day of _____, 2015, by and between the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC"), a development corporation organized and existing under Chapters 501 and 504 Local Government Code (the "Development Act") and S&S Investigation and Security (the "Contractor").

For and in consideration of the payment terms, conditions, and agreements set forth herein, PAEDC and Contractor agree as follows:

1. The term of this Agreement shall be for one (1) year from the date stated on the Notice to Proceed, with the option to renew for two (2) additional one (1) year periods, unless sooner terminated under the provision hereof. The PAEDC can terminate this contract at its convenience which includes, but is not limited to, funding not being available in any budget cycle within fifteen (15) days written notice.
2. During the term of this Contract, the CONTRACTOR will furnish at his own expense all of the materials, supplies, tools and equipment, labor and other services necessary to connection therewith, excepting those supplies specifically not required of CONTRACTOR in the Specifications set forth in the Contract Documents.
3. The CONTRACTOR agrees to perform all of the work described in the Specifications of the Contract Documents and to comply with the terms therein on an hourly basis patrolling in either a vehicle or street legal golf cart as directed by PAEDC, for the annual cost not to exceed \$91,000.
4. The term "Contract Documents" means and includes the following:
 - a. Agreement
 - b. Invitation to Bid
 - c. General Information
 - d. Specification for Security Guard Services
 - e. Bid Sheet
 - f. Notice to Proceed
5. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
6. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, duplicate copies of the Contract each of which shall be deemed an original on the first above written.

Signed on the ____ day of _____, 2015.

**CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION**

By: _____
Pat Holmes, President

ATTEST:

Secretary

Signed on the ____ day of _____, 2015.

S&S INVESTIGATION AND SECURITY

By: _____

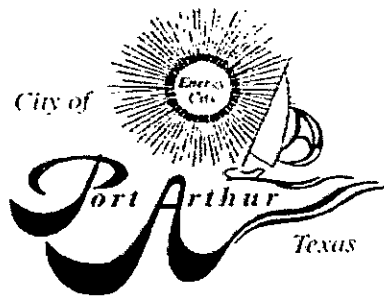
Print Name: _____

Title: _____

WITNESS:

DELORES "BOBBIE" PRINCE, MAYOR
DERRICK FREEMAN, MAYOR PRO TEM

COUNCIL MEMBERS:
RAYMOND SCOTT, JR.
TIFFANY L. HAMILTON
MORRIS ALBRIGHT
STEPHEN A. MOSELY
WILLIE "BAE" LEWIS, JR.
ROBERT E. WILLIAMSON
KAPRINA RICHARDSON FRANK



JOHN A. COMEAUX, P.E.
INTERIM CITY MANAGER

SHERRI BELLARD, TRMC
CITY SECRETARY

VAL TIZENO
CITY ATTORNEY

NOVEMBER 19, 2014

INVITATION TO BID
Guard Services for EDC Business Park

DEADLINE: Sealed Bid submittals must be received and time stamped by **3:00 p.m., Central Standard Time, Wednesday, December 10, 2014.** (The clock located in the City Secretary's office will be the official time.) All bids received will be read aloud at **3:15 p.m. on Wednesday, December 10, 2014** in the City Council Chambers, City Hall, 5th Floor, Port Arthur, TX. You are invited to attend.

MARK ENVELOPE: P15-014

DELIVERY ADDRESS: Please submit one (1) original and one (1) copy of your bid to:

CITY OF PORT ARTHUR
CITY SECRETARY
P.O. BOX 1089
PORT ARTHUR, TEXAS 77641

or

CITY OF PORT ARTHUR
CITY SECRETARY
444 4TH STREET, 4th Floor
PORT ARTHUR, TEXAS 77640

POINTS OF CONTACT:

Questions concerning the Invitation to Bid and Scope of Work should be directed in writing to:


City of Port Arthur, TX
Yolanda Scypion-Goudeaux, Purchasing Assistant
P.O. Box 1089
Port Arthur, TX 77641
Yolanda.goudeaux@portarthurtx.gov

Deadline for submission of questions is Monday, December 8, 2014 by 10:00 a.m.

The enclosed INVITATION TO BID (ITB) and accompanying GENERAL INSTRUCTIONS, CONDITIONS SPECIFICATIONS, are for your convenience in submitting bids for the enclosed referenced services for the City of Port Arthur.

Bids must be signed by a person having authority to bind the firm in a contract. Bids shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

ALL BIDS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed ITB submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. Faxed or electronically transmitted ITB submittals will not be accepted.



Shawna Tubbs, CPPO, CPPB
Purchasing Manager

MANDATORY
PRE-BID CONFERENCE

A **Mandatory** Pre-Bid Conference between Representatives of the City of Port Arthur, Texas and prospective bidders for Security Guard Services at Economic Development Business Park **will be held at 10:00a.m., Thursday, December 4, 2014 located at 9555 West Port Arthur Road, Port Arthur, Texas.**

The purpose of the Mandatory Pre-Bid Conference is to make certain that the scope of work is fully understood, to answer any questions, to clarify the intent of the Contract Documents, and to resolve any problems that may affect the project construction. No addendum will be issued at this meeting, but subsequent thereto, the Purchasing Manager, if necessary, will issue an addendum(s) to clarify the intent of the Contract Documents.

Bids received from firms or individuals not listed on the roll of attendees of the Mandatory Pre-Bid Conference will be rejected and returned unopened to the bidder.

CITY OF PORT ARTHUR, TEXAS
SPECIFICATIONS FOR SECURITY GUARD SERVICES

It is the intent of these specifications to describe services for Security. Successful bidder shall be responsible for securing, monitoring, and safeguarding the City of Port Arthur Economic Development Business Park facilities and equipment. It is neither the purpose nor the intent to alienate any prospective bidder within the following descriptions:

Workdays and Hourly Schedule:

Weekdays/Weekends

Monday - Friday: 6:00 p.m. to 6:00 a.m.

Saturdays/Sundays: 24 hours per day beginning at 6:00 a.m.

Holidays - 24 hours per day beginning at 6:00 a.m.

1. New Year's Day
2. Martin Luther King Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve
10. Christmas Day

Guard Qualifications:

1. The Contractor shall assure that all Guards meet the following qualifications. Any Guard found not meeting the following qualification requirements shall be replaced within 24 hours upon the direction of authorized agency personnel.
2. The Guard Supervisor shall possess at least three years experience as a security guard.

3. Guard Supervisors shall have been employed by the Contractor for a minimum of six months.
4. The Guard shall possess a high school/equivalency diploma or two years of full time experience as a guard.
5. The Guard shall be at least 18 years of age.
6. The Guard must be capable of performing the following functions within the context of the English language:
 - a. Reading and understanding all regulations, written orders, instructions, and material necessary to satisfactorily perform the required security functions,
 - b. Effective written communication in order to compose and maintain, for example, written reports and records that will convey complete information,
 - c. Must have Effective verbal communication to express ideas, and be understood.
 - d. Must be United States citizens or aliens properly registered with the U.S. Immigration and Naturalization Service.
 - e. The Guard shall not have been convicted of a felony or other criminal offense which in the Department's sole determination would inhibit the Guard's ability to perform his/her duties in a reliable, competent and trustworthy manner in accordance with the contract terms and conditions.
 - f. The Guard must always keep alert, observing everything in sight or hearing.
 - g. All guards must possess a valid Texas driver's license.
 - h. Must be registered with the Texas State Board of Private Investigators and Security Agency and have in their possession while on duty, an approved registration card.
 - i. Guards must possess ability to face situations firmly, fortuitously, tactfully and with respect for the right of others.
 - j. Be able to perform the essential functions of the job to include but not limited to walking, running, climbing, etc.
 - k. The approximate mileage that must be patrolled by the security officer is 7-10 miles.
 - l. Guard must know the location of fire alarm boxes, sprinkler alarms, shut-off valves if any.
 - m. All injuries, no matter how slight, must be reported.
 - n. Security officers will not accept gratuities from anyone, for any purpose.

- o. All guards assigned to this contract shall have a valid Red Cross First Aid Certifications and CPR training certificate.

Uniform and appearance:

1. The Contractor shall supply all uniforms at its own cost and expense. All uniforms shall be matching and shall include, uniform trouser, belt, and uniform shirt with badge identifying the contractor's company, a jacket - if worn - identifying same, black shoes, polished and in good repair, and name tag.
2. The Contractor shall ensure that uniforms are maintained in a clean, well pressed and in good repair.
3. The Contractor must assure that Guards adhere to the highest grooming standards hair shall be neatly trimmed and worn away from face. Mustache and beard, if worn, shall be neatly maintained and must be unarmed.

Photo Identification:

1. The contractor shall assure that photo ID cards are issued to each guard and that each guard must wear it in full view when on duty. Each card shall contain a photo insert of the guard and contain the 1) contractor's name 2) guard's full name 3) guard's social security number or guard's identification number 4) guard's Signature.

Equipment:

1. The contractor shall provide each site with (2) hand held scanners; one (1) for use and one (1) for backup purposes.
2. The contractor shall provide a Cell phone to assure full communication coverage between the EDC Department and the businesses in the park.
3. The Guard will be equipped, when appropriate, with flashlight, police whistle, notebook, and pens
4. The contractor shall assume responsibility for the maintenance of the above equipment as well as the provision of chargers, batteries and back up supplies
5. The contractor shall display an approved sign or emblem indicating that the premises are being protected by them.
6. Time clocks provided must be Deggy Guard Touring Solutions or equivalent.

Responsibilities:

7. During the term of this contract the contractor shall provide management, supervision, personnel, uniforms, equipment and supplies necessary to provide guard service at the business park. The contractor's responsibility shall include but not limited to:

8. The Guard must ensure that order is maintained within and around the perimeter of each facility at all times.
9. Ensuring that at no time shall firearms, knives or any other illegal or unauthorized instruments which may be used as a weapon, be allowed on the premises by the facilities staff, security personnel or any other person, except duly authorized weapons are required in the legal performance of their duty.
10. The guard shall assure that timesheets and security log books are completed properly and in a legible manner and deliver upon request within 48 hours to security supervisor.
11. The Guard will call appropriate law Enforcement officials immediately in the event of a crisis situation.
12. The Successful contractor must provide only one employee per twelve hour shift.
13. The Guard should walk around perimeter of each building, check all exterior entries/exits of each building, report any visible broken windows, any building misuse (ex. Tagging). The guard is required to perform a through visual audit of every angle of the gated/non-gated property within view. Once building/gate access is granted the Guard is expected to perform the building perimeter check, on foot, as well.
14. The contractor will secure at his own expense all personnel required in performing the work under this contract. Such personnel shall not be employees of or have any contractual relationship with the City.
15. All work performed by employees of the contractor shall be performed with the utmost regard to safety of the individuals performing work, the tenants, the public at large and in manner not posing any risks to persons or property.

Reporting requirements:

1. The Guards shall be responsible for reporting all incidents, which include, but not limited to violations of fire and safety regulation, and criminal or unlawful act including possession of illegal substances, alcoholic beverages, weapons or instruments which pose a threat, all deaths which occur on or in the close proximity of the EDC Business Park premises, assaults, robberies and unauthorized intrusion with the intent to commit a criminal act.
2. All incidents are to be immediately reported.
3. Monthly Activity report/status report must be submitted to EDC.
4. Maintain security of Port Arthur Economic Business Park, to include all buildings, parking areas, businesses, storage areas and grounds.
5. Keep activity log book of all suspicious vehicles that access any properties within the Business Park. Activity Log should include:

- a.) Shift (first, second, etc.)
 - b.) The date
 - c.) Guard's name
 - d.) Type of vehicle
 - e.) Time of arrival and departure of vehicle
 - f.) Vehicle ID number or license plate number
 - g.) Number of occupants in vehicle
6. Punch time clock every 1-1/2 hour to 2 hours at each business location (11 clocks to be supplied by contractor). Extra time clocks (damaged or new businesses) must be furnished by contractors with no additional cost to the City.

Maintain Incident report log book to include the following:

- 1. Shift (first, second, etc.)
- 2. The date
- 3. The time
- 4. Guard's name
- 5. A complete written report of incident occurrence and name of person.
- 6. Fire or other imminent hazards. Report same to Fire Department or Police Department as situation warrants.
- 7. Security lights that are out or damaged must be reported to include exact location.
- 8. Unlocked doors or signs of forced entry, and indicate location and time noticed on reports. Contact the Police Department if any break-ins or other illegal activity is suspected in any area being secured.
- 9. Any property damages such as:
 - a.) Equipment
 - b.) Buildings
 - c.) Fencing

- d.) Plumbing
 - e.) Electrical
 - f.) Windows, etc
 - g.) Storm Damages
10. Other incidents that, in the opinion of the security guard, warrant reporting and documenting. Security guard shall also immediately contact the Chief Executive Officer of the Economic Development Corporation, or his designee, and advisee of any adverse situations, circumstances, conditions, etc. that exists or have occurred.

Supervision

1. The Contractor shall supervise its employees to such a degree to ensure that they are performing the required services in accordance with these specifications and are not derelict in their duties. The City of Port Arthur Economic Development Corporation will, from time to time, make spot checks of the service being provided and will report any deficiencies to the contractor. Repeated failure to live up to all terms and conditions set out here in may result in termination of the contract.

Insurance:

1. Contractor must comply with the City's insurance requirements.

Terms of Contract:

1. This Contract will terminate approximately one (1) year from date of execution with the option to renew for two (2) additional one (1) year periods.

Compliance with Laws:

1. The contractor shall comply with applicable laws, ordinances, rules, orders, regulations and codes of federal, state and local governments relating to performance of work here in at no additional expenses to City during the terms of this contract.
2. The Contractor shall adhere to the rules of The General Qualifications for License, Certificate of Registration, or Security Officer Commission and must be properly licensed and registered to perform Security Services within the State of Texas.

Vehicle:

1. A distinctive law enforcement type vehicle with identification marking and flashing lights shall be used by all security contractors.
2. The contractor must provide pricing for patrolling in a street legal golf cart and a vehicle.

Personnel:

1. The contractor will secure at his own expense all personnel required in performing the work under this contract. Such personnel shall not be employees of or have any contractual relationship with the City.
2. All personnel engaged in the work shall be physically and mentally qualified for type of service to be provided, be of good character, and shall be authorized or permitted under state and local law to perform such services.
3. None of the work covered by this Contract shall be subcontracted without the prior written approval of the Board of Directors of the City Economic Development Corporation.
4. All personnel assigned to the business park will be dressed in identifiable company uniform with name tag. Appearance of security officer should be neat and clean.
5. All personnel shall be unarmed and must have a cell phone.
6. All work performed by employees of the contractor shall be performed with the utmost regard for safety of the individuals performing work, the tenants, the public at large and in a manner not posing any risks to persons or property.


CITY OF PORT ARTHUR, TEXAS
BID SHEET

BID FOR: Guard Services For EDC Business Park

BID DUE DATE: December 10, 2014

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Cost per Hour</u>	<u>TOTAL COST</u>
1.	Security Guard Services Patrolling with a vehicle.	\$ <u>15.00</u>	\$ <u>84,240.00</u>
2.	Security Guard Services Patrolling with street legal golf cart.	\$ <u>15.00</u>	\$ <u>84,240.00</u>
3.	Holiday Pay	\$ <u>22.50</u>	\$ <u>5,400.00</u>

S&S Investigations & Security, Inc.
COMPANY NAME


SIGNATURE OF BIDDER

George Adams
PRINT OR TYPE NAME

Business Manager
TITLE

george.adams@swbell.net
EMAIL

3946 Franklin Ave Ste: C
STREET ADDRESS

P.O. BOX

Groves Texas 77619
CITY STATE ZIP

409 - 729-5701
AREA CODE TELEPHONE NO

409 - 963-1882
FAX NO.

NON-COLLUSION AFFIDAVIT

CITY OF PORT ARTHUR

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§

STATE OF TEXAS

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

George Adams

Printed Name:

George Adams

Title:

Business Manager

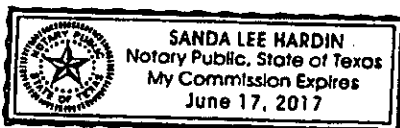
Company:

S & S Investigations & Security, Inc.

Date:

12/09/2014

SUBSCRIBED and sworn to before me the undersigned authority by _____ the 10th of Dec, 2014 on behalf of said bidder.



Sandra Lee Hardin

Notary Public in and for the
State of Texas

My commission expires: 6-17-2017

AFFIDAVIT

All pages in Offeror's Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding.

The undersigned offers and agrees to one of the following:

 X I hereby certify that I do not have outstanding debts with the City of Port Arthur. I further agree to pay succeeding debts as they become due.

 I hereby certify that I do have outstanding debts with the City of Port Arthur and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

 I hereby certify that I do have outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

S&S Investigations & Security, Inc.

Firm Name

12/09/2014

Date

George Adams

Authorized Signature

Business Manager

Title

George Adams

Name (please print)

409-729-5701

Telephone

george.adams@swbell.net

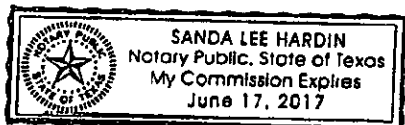
Email

STATE: Texas

COUNTY: Jefferson

SUBSCRIBED AND SWORN to before me by the above named GEORGE ADAMS

on this the 10th day of Dec, 2014.



Sandra Lee Hardin
Notary Public

RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE

For Vendor or other person doing business with local governmental entity

FORM CIQ

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.

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 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of a 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.

4. Signature of person doing business with the governmental entity Date

GENERAL INFORMATION:

NOTE: It is extremely important that the Vendor, Bidder, and/or Contractor furnish the City of Port Arthur the required information specified in Bid or Proposal Specifications listed in this Bid Package.

All bids meeting the intent of this request for bid will be considered for award. **BIDDERS TAKING EXCEPTION TO THE SPECIFICATIONS, OR OFFERING SUBSTITUTIONS, SHALL STATE THESE EXCEPTIONS BY ATTACHMENT AS PART OF THE BID.** The absence of such a list shall indicate that the bidder has not taken exceptions and the City shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the City of Port Arthur.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

BID AWARD: The City of Port Arthur will review all bids for responsiveness and compliance with these specifications. The award shall be made to the responsive, responsible bidder who submits the best value bid.

The City reserves the right to:

1. Reject any and all bids and to make no award if it deems such action to be in its best interest.
2. Award bids on the lump sum or unit price basis, whichever is in the best interest of the City.
3. Reject any or all bids and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City.
4. Award bids to bidders whose principal place of business is in the City of Port Arthur and whose bid is within 5% of the lowest bid price, as provided by Section 271.905 of the Texas Government Code.

TERMINOLOGY: "Bid" vs. "Proposal"--For the purpose of this ITB, the terms "Bid" and Proposal" shall be equivalent.

Bidders are cautioned to read the information contained in this ITB carefully and to submit a complete response to all requirements and questions as directed.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Port Arthur.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.

5. Be engaged in a full time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Port Arthur Purchasing Manager. The City assumes no responsibility for the bidder's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time.

PORT ARTHUR PRINCIPAL PLACE OF BUSINESS: Any bona fide business that claims the City of Port Arthur as its principal place of business must have an official business address (office location and office personnel) in Port Arthur, the principal storage place or facility for the equipment shall be in Port Arthur and/or the place of domicile for the principal business owner(s) shall be in Port Arthur or such other definition or interpretation as is provided by state law. Contractors outside the City of Port Arthur are allowed to bid.

PRICES: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: A purchase order(s) shall be generated by the City of Port Arthur to the successful bidder. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be mailed directly to the City of Port Arthur, Attn.: *EDC* P.O. Box 1089, Port Arthur, Texas 77641.

PAYMENT: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Port Arthur, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

SALES TAX: The City of Port Arthur is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Port Arthur, Texas, Jefferson County.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the

planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

DELINQUENT PAYMENTS DUE CITY: The City of Port Arthur Code of Ordinances prohibits the City from granting any license, privilege or paying money to any-one owing delinquent taxes, paving assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this ITB.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Port Arthur for quantities less than the estimated amount.

SHIPPING INFORMATION: All bids are to be F.O.B., City of Port Arthur, Port Arthur, TX 77640

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City of Port Arthur the option of selecting goods which may be considered more suitable for the purpose involved.

In the event of conflicts between the written bid proposal and information obtained verbally, the vendor is specifically advised that the written bid proposal will prevail in the determination of the successful bidder.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the

purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RELEASES AND RECEIPTS: The City of Port Arthur before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

CARE OF WORK: The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

SUB-CONTRACTS: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from the City of Port Arthur written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contractor shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance:
2. Commercial General Liability occurrence type insurance City of Port Arthur, its officers, agents, and employees must be named as an additional insured):
 - a. Bodily injury \$500,000 single limit per occurrence or \$500,000 each person/\$500,000 per occurrence for contracts of \$100,000 or less; or
Bodily injury \$1,000,000 single limit per occurrence or \$500,000 each person /\$1,000,000 per occurrence for contracts in excess of \$100,000; and,
 - b. Property Damage \$100,000 per occurrence regardless of contract amount; and,
 - c. Minimum aggregate policy year limit of \$1,000,000 for contracts of \$100,000 or less; or,
Minimum aggregate policy year limit of \$2,000,000 for contracts in excess of \$100,000.
3. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverage's).

a. Minimum combined single limit of \$500,000 per occurrence, for bodily injury and property damage.

b. If individual limits are provided, minimum limits are \$300,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the City of Port Arthur. Contractor shall also file with the City of Port Arthur valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City of Port Arthur not more than ten (10) days after execution of this Contract.

NOTICE TO PROCEED: Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between OWNER and CONTRACTOR.

CELL PHONE OR PAGER: The Contractor must have a working cell phone or pager available Monday through Friday from 8:00 a.m. to 5:00 p.m. so that the City will be able to contact the contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy PO Box 66571 Houston TX 77266		CONTACT NAME: Certificate Department PHONE (A/C No. Ext): (713) 521-9251 FAX (A/C No.): (713) 521-0125 E-MAIL: certificates@eldoradoinsurance.com ADDRESS:	
INSURED S & S Investigations and Security, Inc. PO Box 767 La Porte TX 77572		INSURER(S) AFFORDING COVERAGE INSURER A: Mt. Hawley Insurance Co. INSURER B: Infinity County Mutual INSURER C: Texas Mutual Insurance Company 22945 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CERTIFICATE REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PGA0001388	6/2/2014	6/2/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAVAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Errors and Omissions						PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY			542-41530-5314-001	11/18/2014	11/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						Uninsured motorist BI split limit \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	DED RETENTION \$						AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001078616	11/1/2014	11/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

El Dorado Insurance Agency
SPECIMEN
El Dorado Insurance Agency

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr. /LM19

ACORD 25 (2010/05)

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INS025 (2010/05) 01

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