

RESOLUTION NO. 22-150

A RESOLUTION APPROVING THE AWARD OF 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 \$96,822.00 AND AUTHORIZING THE PAEDC TO EXECUTE THE AGREEMENT. FUNDING AVAILABLE IN EDC ACCOUNT NO. 120-80-625-5479-00-000

WHEREAS, the City of Port Arthur's Purchasing Department received seven (7) sealed bids for security guard services to serve the Spur 93 Business Park ("Business Park"); and

WHEREAS, the lowest bid was presented by S&S Investigations & Security, Inc. of Groves, Texas ("S&S") in the amount of \$16.50 per hour (\$90,882.00 annually) and \$24.75 per hour (\$5,940.00) holiday pay for security guard services; and

WHEREAS, at their Regular Board Meeting of March 7, 2022, the Port Arthur Economic Development Corporation ("PAEDC") Board of Directors approved the award of a bid for security guard services patrolling with a vehicle to serve the Business Park to S&S in an amount not to exceed \$96,822.00 as denoted in the Bid Sheet attached hereto as **Exhibit "A"**; and

WHEREAS, S&S will adhere to the specifications contained in the Security Guard Services Agreement (the "Agreement") attached hereto as **Exhibit "B"**; and

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

WHEREAS, the City Council of the City of Port Arthur hereby recommends that the PAEDC award the bid for security guard services to S&S on the basis of their bid amount and authorizes the PAEDC to enter into a contract with S&S Investigations.

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

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

Section 2. That the City Council authorizes 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 Spur 93 Business Park in an amount not to exceed \$96,822.00 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 to serve the PAEDC Spur 93 Business Park, in the annual not to exceed amount of \$96,822.00, 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 22nd day of March A.D., 2022,

at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor

Bartie;

Councilmembers

*Blimes, Jones, Kinlaw,
Marks and Moses.*

NOES: *Mayor Pro Tem Frank*


Thurman Bartie, Mayor

ATTEST:


Sherri Bellard, City Secretary

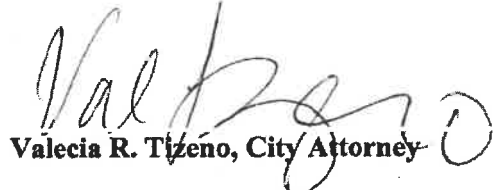
APPROVED:


Jessica Carpenter, PAEDC CEO

APPROVED AS TO FORM:


Frank Garza, PAEDC Attorney

APPROVED AS TO FORM:

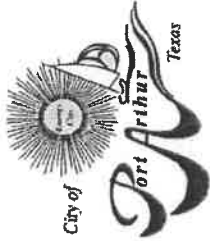

Valecia R. Tizeno, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:


Kandy Daniel, Interim Finance Director

PR 22432

EXHIBIT "A"



CITY OF PORT ARTHUR TEXAS
Bid Tabulation

Guard Services for EDC Business Park

Bid Opening Date: January 19, 2022

Bid Opening Location: 5th Floor Council Chambers

P22-017

Item #	Description	Estimated Quantity	S&S Investigations & Security Inc.			Signal 88 Security of Port Arthur			Texas Brigade Division Security			Blue Shield Security Protection		
			Cost Per Hour	Total Cost	Cost Per Hour	Total Cost	Cost Per Hour	Total Cost	Cost Per Hour	Total Cost	Cost Per Hour	Total Cost		
1.	Security Guard Services	5508	\$ 16.50	\$ 90,882.00	\$ 46.72	\$ 257,333.76	\$ 25.33	\$139,517.64	\$25.00	\$137,700.00				
2.	Holiday Pay	240	\$ 24.75	\$ 5,940.00	\$ 70.08	\$ 16,819.20	\$ 37.99	\$9117.60	\$25.00	\$6,000.00				Irving, TX
Location			Groves, TX			Port Arthur, TX			Houston, TX					

Item #	Description	Estimated Quantity	L&P Global Security			Patriot Security EOC			Integrity Global Security Company, LLC					
			Cost Per Hour	Total Cost	Cost Per Hour	Total Cost	Cost Per Hour	Total Cost	Cost Per Hour	Total Cost				
1.	Security Guard Services	5508	\$ 30.30	\$ 166,892.40	\$ 22.75	\$ 125,307	\$ 40.00	\$220,320.00						
2.	Holiday Pay	240	\$ 36.30	\$ 8,712.00	\$ 34.13	\$ 8,191.20	\$ 60.00	\$14,400.00						
Location			Frisco, TX			Houston, TX			Houston, TX					

Clifton Williams
 Clifton Williams, Purchasing Manager

2/8/2022

____ Date

EXHIBIT "B"

SECURITY GUARD SERVICES FOR SPUR 93 BUSINESS PARK

This Security Guard Services Agreement (the "Agreement") is made this ____ day of _____, 2022, 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 Investigations and Security** (the "Contractor").

WHEREAS, the City of Port Arthur issued a Request for Competitive Sealed Proposals for Security Guard Services and after review of the Responses, the PAEDC Board of Directors has selected **S & S Investigation and Security** as the Contractor to provide Security Guard Services for at the Spur 93 Business Park;

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

1. **Scope of Services:** The purpose is to contract with CONTRACTOR to provide security guard services the Spur 93 Business Park starting on (month) (day), 2022 ("Commencement Date"). The objective is to maintain a professional security presence and response for the protection and well-being of employees, customers, visitors, assets of the facility. The CONTRACTOR agrees to perform all 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. CONTRACTOR will use its best efforts to perform the services described in this Contract in a cost efficient, timely and high quality manner.

2. **Term:** 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 provisions hereof.

3. During the term of this Contract, the CONTRACTOR will furnish at his own expense all of the materials, supplies, tools, 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.

4. **Compensation:** PAEDC will pay CONTRACTOR for the security services described in this Contract. CONTRACTOR assumes full responsibility for the payment of all federal and state taxes of whatever sort, Social Security and unemployment compensation taxes, withholding taxes, and all other taxes or charges applicable to CONTRACTOR's actions, employees, facilities, and materials utilized in performing services hereunder. **Annual**

contract amount shall not exceed NINETY SIX THOUSAND EIGHT HUNDRED AND TWENTY-TWO DOLLARS (\$96,822.00).

5. **Standard of Care:** The CONTRACTOR warrants and represents that it has the capability, experience, available personnel, and means required to perform the services contemplated by this Agreement. Service will be performed using personnel and equipment qualified and/or suitable to perform the work requested by PAEDC. PAEDC retains the right to report to CONTRACTOR any unsatisfactory performance of CONTRACTOR personnel for appropriate corrective action. PAEDC also reserves the right to approve or disapprove any selected security staff placed at PAEDC facilities under this contract. Security personnel refers to all persons working in any manner under the terms of this Agreement. CONTRACTOR shall require its employees to comply with all applicable federal, state, and local health and safety laws and regulations in connection with any and all work performed hereunder. Any safety equipment required to perform the work shall be provided by CONTRACTOR to its employees.

6. 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

7. **Insurance:** CONTRACTOR agrees to maintain Worker's Compensation and Employers' Liability Insurance, Commercial General Liability, Comprehensive Business Automobile Liability, and professional liability policy with a minimum limit of \$1,000,000. PAEDC and its officials and employees must be added to the insurance policies except for Worker's Compensation.

8. **Indemnification:** CONTRACTOR covenants and agrees to **FULLY INDEMNIFY AND HOLD HARMLESS**, the PAEDC and the BOARD OF DIRECTORS, employees, officers, Agents and representatives of the PAEDC, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the PAEDC directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, or consultant of Security Provider, and their respective

officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the PAEDC under Texas Law and without waiving any defenses of the parties under Texas Law.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR will promptly advise the PAEDC, as well will PAEDC advise CONTRACTOR in writing of any claim or demand against the PAEDC or CONTRACTOR known to CONTRACTOR or PAEDC related to or arising out of CONTRACTOR's activities under this CONTRACT.

9. **Termination:** 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. CONTRACTOR can terminate this contract at its convenience by providing PAEDC with sixty (60) days written notice.

10. **Miscellaneous:**

- a. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.
- b. The PAEDC may, from time to time, request changes in the Scope of the Services of Security Provider to be performed hereunder. The scope of work may be increased or decreased at the sole discretion of PAEDC by issuing a written amendment to the scope of work to the CONTRACTOR. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation, or time for performance, which are requested by PAEDC, shall be accepted by the CONTRACTOR within five (5) business days unless CONTRACTOR notifies PAEDC of its unwillingness to accept the proposed change. If change is accepted, it shall be incorporated in written amendments to this Contract.
- c. This Contract is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Jefferson County, Texas.
- d. CONTRACTOR shall not assign, sublet, subcontract or transfer its interest or any portion of its interest in this Contract without the written consent of PAEDC and approval its Board of Directors.

- e. CONTRACTOR covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the PAEDC; that CONTRACTOR in conjunction with PAEDC shall have control the details of the work performed under the terms of this Contract; that the doctrine of respondent superior shall not apply as between the PAEDC and CONTRACTOR, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between the PAEDC and CONTRACTOR. The parties hereto understand and agree that the CONTRACTOR has no authority to bind the PAEDC.
- f. In the event of default by a party herein, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.
- g. In the event a dispute arises between the parties to this Contract, then as a condition precedent to any legal action by either party, the parties shall first refer the dispute to upper management for good faith negotiations for ten (10) calendar days, and if not resolved, then the parties agree to participate in at least one session of Mediation, as needed, in an effort to resolve the dispute. The parties agree to split the mediator's fees equally, but each party shall bear their own legal fees for the Mediation.
- h. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

10. 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.

[Signature page to Follow]

Signed on the ____ day of

, 2022.

**City of Port Arthur Section 4A
Economic Development Corporation**

Jerry LaBove, President

ATTEST:

Beverly Raymond, Secretary

Signed on the ____ day of

, 2022.

S&S INVESTIGATIONS AND SECURITY

By:

Print Name:

Title: