

REQUEST FOR PROPOSALS
ISSUED BY
THE CITY OF EL PASO
FINANCIAL SERVICES / PURCHASING DIVISION

SOLICITATION NO: 2012-038R

DATE ISSUED: OCTOBER 11, 2011

TITLE: SECURITY GUARD SERVICES FOR THE EL PASO INTERNATIONAL AIRPORT
DEPARTMENT OF AVIATION

An original, signed, sealed, OFFER to furnish the goods and/or services set forth below will be received at the place indicated below, until:
2:00 PM, local time, WEDNESDAY, NOVEMBER 9, 2011

NOTICE When used in Request for Proposals, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Vendor' are interchangeable.

ADDRESS OFFERS TO:
PURCHASING MANAGER
FINANCIAL SERVICES / PURCHASING DIVISION
CITY OF EL PASO

MAIL TO:

CITY OF EL PASO
FINANCIAL SERVICES DEPARTMENT/PURCHASING DIVISION
2 CIVIC CENTER PLAZA, 7TH FLOOR
EL PASO, TX 79901-1196

OR

HAND DELIVER TO:

CITY HALL, 7TH FLOOR
2 CIVIC CENTER PLAZA
FRANKLIN & SANTA FE ST.
EL PASO, TX 79901

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:
MARY JANE LOPEZ, PROCUREMENT ANALYST
Telephone: [915] 541-4267 FAX: [915] 541-4347 Email: LopezMJ@elpasotexas.gov

EXPIRATION OF OFFERS

The Offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth below, if this offer is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of offers.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged:

<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>
A001	_____	A002	_____	A003	_____	A004	_____
A005	_____	A006	_____	A007	_____	A008	_____

OFFER SUBMITTED BY

COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

STREET ADDRESS

P.O. BOX NUMBER

CITY, STATE AND ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

E-Mail address

PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

OFFER EXECUTED BY [PLEASE PRINT]

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

SIGNATURE AND DATE OF OFFER

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE **TO THE SUCCESSFUL OFFEROR** BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT

CITY OF EL PASO, TEXAS

RFP: 2012-038R

REQUEST FOR PROPOSALS

FOR

SECURITY GUARD SERVICES FOR THE EL PASO INTERNATIONAL AIRPORT

DUE DATE: NOVEMBER 9, 2011

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PART 1 – GENERAL INFORMATION

1.1 Background Information

The Transportation Security Administration (TSA) issued a directive requiring airport operators to deploy additional or increase existing patrols by uniform security or law enforcement officers to provide surveillance, act as a deterrent, provide vehicle inspections, and respond as necessary to security-related incidents. The areas recommended by the TSA for increased security include ticket counters, baggage claim areas, curbside check-in areas, specific parts of the Airport Operations Area (AOA) where passenger aircraft are loaded and unloaded, and other areas as determined by the Airport Operator. An increase in the frequency of inspections in the passenger terminals, both sterile and non-sterile public areas, is required. Security patrols must be able to summon Law Enforcement Officers (LEO's) as needed. LEO's presently operate at the El Paso International Airport premises. Due to the nature of the security services to be performed, there maybe periods of times when Security Officers are stationed outdoors and are subject to extreme weather conditions.

1.2 Solicitation Purpose

The City is inviting proposals from interested and qualified parties for the Security Guard Services for the El Paso International Airport (EPIA).

PART 2 - NOTICES TO PROPOSERS.....

2.1 Public Disclosure Proposal Information

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the **PUBLIC** unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records.

The exception that allows the City to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

2.2 Bid Net Notification

If you received your copy of this solicitation from the **BID NET**, or any source other than directly from the City of El Paso, and you plan to respond to it, please notify the City immediately. You will be placed on the active bidders list and will be directly sent all amendments and notices pertaining to the solicitation. It would also be helpful if you would supply a contact person's name along with their telephone number, fax number, and E-mail address.

NOTE: ANY CHANGES IN DUE DATE OR MATERIAL CHANGES FOR ANY RFP'S/SOLICITATIONS WILL BE POSTED ON THE SOLICITATIONS PAGE OF THE CITY OF EL PASO PURCHASING DEPARTMENT'S WEBSITE: http://www.elpasotexas.gov/financial_services/invitations.asp

It is the bidder's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their offer. Please check the website, even after submitting a bid, to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

2.3 Communications

2.3.1 Cone of Silence

“Cone of Silence” is imposed upon each RFP, RFQ or Bid after advertising and terminates at the time the Purchasing Manager places a written recommendation on City Council Agenda. The Cone of Silence prohibits any communication regarding RFPs, RFQs or Bids between, among others:

1. Potential vendors, service providers, Offerors, lobbyists or consultants and City’s staff;
2. Potential vendors, service providers, Offerors, lobbyists or consultants, any member of the City’s staff, the Mayor, Council Representatives or their respective staff and members of the respective selection committee; and

The provisions do not apply to, among other communications:

1. Oral communications with the Purchasing Manager or Contract Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document;
2. The provisions of the Cone of Silence do not apply to oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly notice public meeting, public presentations made to the Mayor and Council Representatives during a duly noticed public meeting; or
3. Communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ or bid document.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Offeror shall render that Offeror’s RFP, RFQ or bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to the City Attorney.

2.3.2 Request for Clarification

In order to meet the City’s schedule it is extremely important that requests for clarification or additional information be submitted in writing no later than **October 24, 2011**. Questions submitted after this date may not elicit a response. All proposals or requests for clarification should be sent to the following:

BY E-MAIL

MARY JANE LOPEZ
PROCUREMENT ANALYST
Fax: (915) 541-4347
Email: LopezMJ@elpasotexas.gov

IN WRITING (MAIL OR HAND DELIVERY)

City of El Paso
Financial Services Department/Purchasing Division
2 Civic Center Plaza, 7th Floor
El Paso, TX 79901-1196
Attn: Mary Jane Lopez

2.4 Schedule of Events

The following Schedule of Events represents the City's estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release Request for Proposal	10/11/11
Pre-Proposal Conference	10/19/11, 10:30 a.m.
Last Day for Offerors to Submit Written Questions	10/24/11 12:00 a.m.
Answers provided	10/31/11
Submission of proposals	11/09/11
Evaluations	11/21/11
Contract Award Date	12/13/11 (estimated)

The reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendment to this RFP will only be issued and posted on the City's website at: http://www.elpasotexas.gov/financial_services/invitations.asp

2.4.1 Pre-Proposal Conference

A pre—proposal conference will be held at 10:30 a.m., Mountain Time, on October 19, 2011, at EPIA Board Room, 6501 Convair, El Paso, Texas 79925. This conference will afford each Offeror opportunities to ask representatives of the City questions regarding provisions of the Request for Proposal. A site visit will directly follow the conference.

After the pre-proposal conference, prospective Offerors may submit written questions until 12:00 a.m., Mountain Standard Time, on October 24, 2011. The City may accept and/or respond to any questions submitted after that time. Only responses designated in writing as part of a formal amendment to the Request for Proposal will be binding on the City.

2.5 Contract Period (Initial and Option Terms)

The initial term of the Contract will be for: **THIRTY SIX (36) MONTHS**. The contract will include options for the City to extend the contract, at the sole discretion of the City, for an additional two (2) one (1) year options to extend, subject to City and the successful Respondent negotiating fees and other terms that are mutually acceptable to the parties.

2.6 Notices of Instruction to Offerors

1. Signature of Offer to person Authorized to Sign

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the OFFER portion of the SOLICITATION, OFFER AND AWARD form, or to include a substitute signed document binding the offeror, will be the basis for declaring a proposal non-responsive.

2. Effective Period of Proposals

Proposals should expressly state that the offer (including all rate, fee or cost proposals submitted in response to this RFP, as well as the scope and character of the services described in the proposal) will remain in effect until at least 120 consecutive days from the date set for the receipt of offers and may be accepted by the City of El Paso at any time on or before such date.

3. Required Number of Copies

Offer (bid or proposal) must be submitted in original form with five (5) additional copies, unless otherwise stated herein.

4. Offer Submission Instructions

OFFER MUST BE SEALED WHEN PRESENTED TO THE PURCHASING DIVISION. Offers will be received by the City of El Paso until **2:00 P.M., local time, on WEDNESDAY, NOVEMBER 9, 2011.** Proposals will not be publicly opened and read aloud.

5. Addressing Instructions

The envelope containing the offer must be addressed as follows:

CITY OF EL PASO
FINANCIAL SERVICES DEPT/PURCHASING DIVISION
2 CIVIC CENTER PLAZA, 7TH FLOOR
EL PASO, TEXAS 79901-1196
ATTN: PURCHASING MANAGER

Also, write the Request for Proposal Number, Request for Proposal Title, Proposal Title, and Proposal Opening clearly on a visible section of the envelope.

6. Labeling Of Proposals/Bids [Rev 6/15/05]

The Due Date and Solicitation Number must be written on the outside of the package containing the offer. The City Purchasing Division may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their proposals and to fully avail themselves of the evaluation and selection process.

7. Offeror Delivery Responsibility

Bids received at the Purchasing Office after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc. deliver packages addressed to the Purchasing Manager directly to the Purchasing Division. U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City Hall and may or may not be delivered by the Mail Room to the

Purchasing Division by the time and place proposals are recorded. The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

8. Descriptive Literature

Descriptive literature, where applicable, containing complete scope of services or other information sufficient for the City to determine compliance with the specifications must accompany each proposal. If an Offeror wishes to furnish additional information more sheets may be added.

The City is not responsible for locating or securing any information that is not identified in the offer and reasonably available to the City, and the City will not be responsible for locating or securing information not included with the offer. In conducting its assessment the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.

9. Offer Documents, Supporting Literature and Related Data

Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as an offer become the property of the City of El Paso.

10. Alternate Offers

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

11. Solicitation Changes or Clarifications

Requests for changes or clarifications to this solicitation are welcomed by the Purchasing Division for its consideration, provided the requests are in writing and received by **October 24, 2011**. Requests received after that time may not elicit a response. Refer to REQUESTS FOR CLARIFICATION in Communication Section for more details.

12. Acknowledgement of Solicitation Amendments

All Amendments will be acknowledged on the *Solicitation of Offers* form (first page of this solicitation). Failure to do so may cause the proposal to be rejected. It is the Offeror's responsibility to ensure that all information regarding the RFP, including all amendments, is included in the offer. Amendments may be posted at any time up to and including the due date.

13. Proposal/Bid Preparation Cost

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified. This RFP is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

14. Additional Information

For further procedural information concerning this Request for Proposal contact the point of contact for contract administration (refer to in the Communication Section for contact details).

15. Notification to Unsuccessful Offerors

All awards are made by the City Council of the City of El Paso. All City Council agenda are posted on the City of El Paso's Web Page for review by all Offerors. The URL is: <http://www.elpasotexas.gov>.

16. Acceptance or Rejection of Proposals

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal or proposal determined to be the most advantageous to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

17. Failure to Respond to Solicitations

Any offeror who fails to respond to three consecutive solicitations will be purged from the mailing list. It is the offeror's responsibility to remain on the mailing list under his requested commodity classes.

18. Time

[RESERVED]

19. Debriefing Requests

A written request for a debriefing should be directed to the Analyst identified in **Request for Clarification in Part 2, Item 2.3.2** within five (5) days after the date of award. Debriefing requests will be scheduled with the appropriate evaluation committee and Purchasing representative.

Only an Offeror who has actually submitted a proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights. Protest must be made after the Council agenda has been posted and by 5 p.m. the day before the Council meeting in which the award will be made. The Offeror must write a letter to Bruce D. Collins, Purchasing Manager, using the phrase "Proposal Protest" to the address listed above. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the Request for Proposal number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Offeror has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

Only the information provided within the protest period will be considered for response.

PART 3 - SCOPE OF WORK

3.1 SCOPE OF WORK

The Contractor shall provide all management, supervision, labor, materials and equipment, except as identified herein as City-furnished, necessary to accomplish all the security services as described herein for the El Paso International Airport, including but not limited to, the following tasks and duties. The Offeror shall address, in its proposal, the firm's ability to provide the following specific services:

Security Guard Services and Minimum Requirements:

- Security guards (Security Officers) to control access to secure areas of the El Paso International Airport.
- Security guards (Security Officers) to inspect vehicles to be parked within 300 feet of the Airport terminal building or entering restricted areas of the El Paso International Airport.
- Security guards (Security Officers), as may be needed, to control access to secure areas and/or inspect vehicles entering into secure and non-secure areas of the El Paso International Airport as requested by the Director of Aviation or his/her designee.

The Contractor shall provide trained security guards (Security Officers), to maintain coverage of the designated location and specified tasks at all times requested. The purpose of the guard service is to provide a presence and prevent terrorist/criminal activity, (i.e., damage, sabotage, theft, unauthorized access, etc.) directed against Airport facilities, grounds, property, and personnel.

The contractor shall be licensed by the State of Texas and upon request, be able to provide current certification.

Under no circumstances shall security guards (Security Officers), be on duty longer than the maximum number of hours specified in Part 3, Qualifications, Responsibilities and Requirements of Contractors.

NOTE: The Department of Aviation reserves the right to reduce or increase the amount of work hours as determined by the Director of Aviation or his/her designated representative.

Decreases: The Department of Aviation will give the Contractor a notice of twenty-four hours before decreases to the work hours. The maximum amount of decrease will not exceed ten percent of the total amount of work hours.

Increases: The Contractor shall provide up to an additional 5 armed/unarmed Security Officers within 2 hours, up to an additional 10 armed/unarmed Security Officers within five hours and up to an additional 20 armed/unarmed Security Officers within 12 hours within request by the Director of Aviation or his/her designee (refer to Part 3, Aviation Security Procedures).

After evaluation of proposals, it is the intent of the City to enter into a contract with the successful proposer, whereby such Contractor will be retained for Security Guard Services at EPIA.

Compliance

The City, at its sole discretion, will determine the quality or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the specifications and the acceptable fulfillment of the service on the part of the Contractor. An EXCEPTION to these requirements WILL NOT BE ALLOWED.

Familiarization

The Contractor shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the Contract. The Contractor shall not be relieved from assuming all responsibility of properly estimating the difficulties and the cost of performing the services required in this Contract because the Contractor failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

Minimum Services Required - Performance includes, but is not limited to the following:

- **ROVER/SUPERVISOR (ARMED) WITH VEHICLE (BID ITEM NO. 1):**

Contractor shall provide an armed Rover, with vehicle, who shall act as shift Supervisor. The Supervisor shall be an armed Security Officer who shall provide relief to staffed security posts for lunch and other breaks. Shift Supervisor will be responsible for the overall staffing levels, appearance and performance of all Security Officers on his/her shift. Supervisors shall not fill in as guards, and shall work no more than one 10-hour duty shift per 24-hour day, without prior authorization from the Director of Aviation or his/her designee..

The entire cost for providing a company vehicle (licenses, insurance, gas, maintenance and other costs) shall be included with the cost associated with providing a Rover/Supervisor for use at the El Paso International Airport.

Security Officers on duty shall be supervised and checked at frequent intervals by the shift Supervisor. **The Contractor shall provide a record of such supervision monthly to the Director of Aviation or his/her designated representative.**

- **SECURITY GUARD (UNARMED) for Staffed Guard Posts (BID ITEM NO. 2):**

The Contractor shall supply unarmed security for staffed guard posts within secured areas of the Airport to prohibit entry by individuals without authorized access.

- **ROVER/SECURITY GUARD (UNARMED) WITH VEHICLE – AS NEEDED/AS ASSIGNED (BID ITEM NO. 3):**

Contractor shall provide an unarmed Rover/Security Guard, who shall provide relief to staffed security posts for lunch and other breaks, provide vehicle searches at security gates and perimeter gate, or other assignments as required by the Airport. The entire cost for providing a company vehicle (licenses, insurance, gas, maintenance and other costs) shall be included with the cost associated with providing a Rover/Vehicle Inspector for use at the El Paso International Airport.

- **SECURITY GUARD (UNARMED) – AS NEEDED/AS ASSIGNED (BID ITEM NO. 4):**

Contractor shall provide unarmed guards for special functions, parking lot security, setting up barricades, security support, traffic control, escort services within secure areas, and other assignments, as requested by the Director of Aviation or his/her designated representative, on an as needed basis.

Qualifications of Contractor's Employees (including all temporary or replacement employees)

- All persons hired by the Contractor to work in any capacity set forth above shall appear neat, clean, courteous and efficient at all times. Security Officers shall conduct themselves in a quiet, courteous manner, respectful of the public and of Airport operations. The Department of Aviation will report failure to meet these requirements to the Contractor. The Contractor shall immediately remedy the situation upon such report. Failure to do so shall constitute a breach of this Contract by the Contractor.
- All Security Officers shall be licensed by the State of Texas in accordance with the rules of the Texas Department of Public Safety Private Security Bureau and upon request shall submit to the City of El Paso's Purchasing Division proof of the appropriate license.
- All Security Officers shall be high school graduates or have obtained the high school equivalency exam certification (GED).
- All Security Officers shall have completed the 30-hour Commissioned Officer's Training Course at any college or accredited trade school and upon request shall submit to the City of El Paso's Purchasing Division proof of such.
- All Security Officers shall be required to follow and enforce all Airport Security Program regulations as directed by the Director of Aviation or his/her designee. Security Officers shall be required to abide by all Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) Regulations and all Laws pertaining to Airport Security. Airport security laws and regulations are subject to change without prior notice; the Contractor shall comply with all changes of laws, regulations and policies as soon as Contractor is made aware of the changes by Airport Operations.
- Before any Security Officer assignment, the Contractor shall require the Security Officer to attend Security Training and, if applicable, pass a Ramp Driving Test presented by Airport Operations.
- Before any Security Officer assignment, the Contractor shall require the Security Officer to attend Vehicle Search Training as presented by the El Paso Police Department.
- The Contractor shall guarantee that Security Officers are qualified, annually, with their assigned handguns. The Contractor shall keep and submit records, if requested, as to date of qualification.
- **Security Officers shall not abandon their post(s) until properly relieved. If relief personnel fail to report, current duty personnel shall remain until relieved. Any resulting overtime costs are the responsibility of the Contractor.**
- No Security Officer assigned to duty at El Paso International Airport shall, at any time during that duty, have any active arrest warrants or commitments issued against him/her.
- Before any Security Officer is assigned to the El Paso International Airport, the Contractor shall require the Security Officer to submit his or her fingerprints to the El Paso International Airport for a ten year Criminal History Records Check. The Contractor shall pay to the Department of Aviation a fee of \$100.00 per Security Officer at the time of initial badge application and \$25.00 per officer for annual badge renewals.
- The City of El Paso reserves the right to request that any particular Security Officer not work on a City of El Paso contract.

- Without limiting the responsibility of the Contractor for the proper conduct of its Security Officers and for the protection of the El Paso International Airport and Security Officers shall be required to comply with all City of El Paso ordinances and all rules and regulations.
- All Supervisors working under this Contract shall have a minimum of two years security experience.
- **Unqualified Employees:** The City shall not pay for any service provided by Contractor's employees who do not meet the qualifications specified herein. The granting of any payment by the City, or the receipt thereof by the Contractor shall not constitute acceptance of services for which payment is made. In the event that the City discovers, at anytime, that it has already paid the Contractor for services provided by an unqualified employee of the Contractor, the Contractor shall immediately refund to the City any such payment. The City may, at its option, deduct an equal amount from any payment due or to become due to the Contractor under this Contract or proceed as stated in Attachment A, Item 9.

Qualifications, Responsibilities and Requirements of Contractors

- **Offeror shall have a license issued by the State of Texas in accordance with the Board Rules of the Texas Department of Public Safety Private Security Bureau and shall submit to the City of El Paso's Purchasing Division proof of the appropriate license with his proposal. This license shall remain valid for the duration of the Contract. Furthermore, the Contractor shall possess and keep in force all additional licenses and permits required to perform the services of this Contract.**
- Bidders should pay particular attention to insurance coverage requirements, pursuant to the provisions of Clause 20, titled '**LIABILITY INSURANCE**' appearing in **ATTACHMENT A**, of the **CONTRACT CLAUSES**. The Contractor shall be required to provide insurance certificates following the receipt of a **WRITTEN NOTICE OF AWARD**.
- All personnel assigned to the El Paso International Airport premises shall be of reputable character and background; have an acceptable level of intelligence; be mentally stable, competent and physically able to perform duties as assigned. At no cost to the City of El Paso, the Contractor shall use testing, background checks, and other reasonable acceptable practices to ensure compliance.
- The Contractor and the Director of Aviation or his/her designee shall discuss and develop a mutual understanding relative to the administration of a safety program before commencing work performed in conjunction with this Contract. The Contractor shall observe safety, security and fire prevention regulations set forth by national, state and local laws, ordinances and codes, including those of the El Paso International Airport, affected airline(s) and any other applicable regulations and decrees.
- If required by the City of El Paso, the Contractor shall develop a Manual of Procedures to govern and guide security personnel in their duties to meet the requirements of the City. The City shall approve the Manual of Procedures before being placed into use. The manual shall include a section delineating the procedures on the handling of internal investigations of its personnel and the job description(s) for its security personnel. The Contractor shall complete the Manual of Procedures and submit the manual to the City for approval within ninety days from the date of notification of award.

- If required by the City of El Paso, Contractor shall submit copies of the health care plan and health care provider's premium payment schedule at the Contract startup. If required by the City of El Paso, Contractor shall submit copy of canceled check whenever health insurance premium is due/paid.

Contractor shall have a local business office with a representative who shall be available twenty-four (24) hours a day to expedite emergencies, problems or complaints associated with this Contract. Emergency telephone listing shall be supplied before the commencement of the Contract. Answering service or paging procedure will not suffice.

- **Written Authorization Required:** The Contractor shall complete all forms and adhere to the provision contained in the "El Paso International Airport Authorization for Identification Badges and Gate Cards". Bidders are advised to thoroughly read the forms, as the Contractor shall be required to comply with all requirements. Additional questions concerning fees, Security Badges, airfield driver's license and access to restricted areas should be referred to Airport Security, (915) 780-4750. SIGNATURE ON THE 'SOLICITATION OF OFFERS' PAGE SHALL SERVE AS AN ACKNOWLEDGMENT THAT BIDDER WILL ADHERE TO THE PROVISIONS IF AWARDED THE CONTRACT.
- Contractor shall supply complete uniforms that present a professional image for all personnel assigned to the El Paso International Airport as agreed upon by Contractor and the Director of Aviation or his/her designee, pursuant to State Statute. Security Officers must present an acceptable appearance and must wear the company uniform with equipment, that may include: belt, hand irons, a working timepiece, a working flashlight, a nightstick and any other security items deemed appropriate and designated as necessary by the Director of Aviation or his/her designee.
- The Contractor shall not assign any Security Officer to perform services under this Contract if such assignment would require that Security Officer to work more than sixty (60) hours in a single seven (7) day period, unless the Contractor obtains the **prior written approval** of the Director of Aviation or his/her designee. The Contractor shall have sufficient guard personnel in reserve in order to comply with this requirement. This will ensure a speedy and correct response is performed in the event of an emergency or life-threatening situation that could occur at the El Paso International Airport. **It is the Contractor's responsibility to schedule his employees so that in normal circumstances, overtime will not be worked.**
- **Continuity of Operations:** The Contractor must fully recognize that the services covered by the Contract are vital to the El Paso International Airport's mission; that continuity of the services must be maintained at the utmost proficiency without interruption; and continuity of all services shall be maintained by the Contractor. The Contractor shall maintain, without interruption, the basic services defined in this contract. Therefore, if required by the City of El Paso, the Contractor shall prepare Contingency Plans in the event of critical non-availability of his/her employees. The Contingency Plan shall be submitted to the City for approval within ninety (90) days from the date of notification of award. At a minimum, the Contingency Plan shall include the following: (1) The names, addresses, telephone numbers and contact persons of proposed firms the Contractor intends to utilize to provide the services defined in these specifications. (2) Assurance that all temporary or replacement employees will meet the experience and background requirement defined herein. Note: Contractor shall be responsible for any and all associated costs that exceed the standard hourly rates in the Schedule of Items (Section A).
- **Weekend/Holiday Shift Differential:** The City of El Paso will not pay premium hourly rates for shift differential or weekend/holiday work. Accordingly, the Contractor is responsible for accounting for any increase in hourly rates for shift differentials and weekend/holiday work above the standard hourly rates in the Schedule of Items (Section A).

- The Contractor shall provide backup Security Officers who shall be available to replace any Officer unable to assume or continue the guard post duty.
- Contractor shall provide vehicle with descriptive markings identifying vehicle as a “security” vehicle. Vehicle shall also comply with U.S. Department of Transportation, Federal Aviation Administration, Advisory Circular No. 15015210-5D, as may be amended. Vehicles shall be kept clean and shall present a positive image to El Paso International Airport employees and patrons. Refer to Part 3, Scope of Work.
- Communications equipment, to be used for radio contact, shall be provided by the El Paso International Airport. The El Paso International Airport shall install and maintain this equipment. This equipment is City property and shall be returned to the City in acceptable condition at the termination of this Contract or the Contractor shall compensate the El Paso international Airport for the damage incurred. Note: Any property furnished by the City to fulfill contractual requirements that is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the City and the cost of such repairs or replacement shall be deducted from the Contractor's invoice.
- **Tardiness and Absences:** In the event of a Security Officer not reporting for work or reporting for work late, the Contractor shall arrange for another Security Officer before the time the Security Officer is to report to work. Any three occurrences of any officer reporting late or failing to report for duty without a replacement within a thirty-day period, based on the overall facts and circumstances, may result in a breach of this Contract by the Contractor. This applies regardless of the occurrence being the same or a different officer. In the event of a Security Officer reporting for work late, all charges incurred by the City due to tardiness or absence shall be assessed to the Contractor through adjustments to the invoice. Refer to Part 3, Scope of Work.
- **The Contractor shall have an established business office in El Paso, with a record of at least five (5) years in the security guard business in the State of Texas.**
- Compliance with the Contract is the exclusive responsibility of the Contractor.
- The City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by the City.
- **Apprehension and Restraint Procedures:** The Contractor is responsible for ascertaining the applicable law on the use of force and ensuring that its personnel are fully informed and trained therein. The Contractor is responsible and liable for all actions taken by its personnel.
- **Miscellaneous Equipment:** The City shall not be responsible for the safety of supplies and equipment belonging to the Contractor.

Aviation Security Procedures

Because of the various security requirements of the Transportation Security Administration (TSA) and the El Paso International Airport, the Contractor shall be responsible for the following requirements. These requirements also apply to all subcontractors.

- a) A letter on the Contractor's stationary, signed by a responsible company official shall be submitted detailing the following:

1. City Contract number or project number, the area and entry point the Contractor shall use throughout the duration of the Contract.
 2. A complete list of employees requiring entry to the restricted area. The Contractor shall state that a five (5) year employment history verification has been conducted for all employees hired after November 1, 1985, who will require access to the restricted area. The Contractor shall state that a ten (10) year employment history verification has been conducted for all employees hired after January 31, 1996, who will require access to the restricted area.
 3. A complete list of vehicles and their license plate numbers that will require access to the restricted area.
- b) All personnel shall have picture identification, such as driver's license, to prove their identity before entry to the restricted area.
- c) All personnel shall be badged by the Airport Operations. (Effective January 31, 1996, badging applicants may be subject to criminal history record check and fingerprinting. Applicants shall present two forms of ID, one of which shall bear the individual's photograph).

Before receiving a Security Badge, individuals shall attend a Security Class given by the Airport Operations. All of the above-referenced information shall be submitted to the Airport Operations no later than five (5) workdays before any anticipated start date. Additional questions concerning fees, Security Badges, airfield driving matters, license and access to restricted areas should be referred to Airport Security, (915) 780-4750. Under no circumstances shall work begin without the final approval of Aviation/Operations Division.

- d) All personnel operating a motor vehicle or equipment within the secured area shall have a valid airfield badge designation issued by the El Paso International Airport. To qualify for a license, personnel shall make an application, attend a training seminar and take a written exam.

If required, the Contractor shall be shown point(s) of access to the airfield area and the work area(s) at the time of the pre-contract meeting. Under no circumstances, will the Contractor use an unauthorized access to an airfield, area or work area. All Contractor supervisory personnel shall obtain an Airport photo identification badge and all other personnel shall be issued identification badges as necessary. The El Paso International Airport will provide security training and driver familiarization.

Fines levied against the Airport by the FAA or the TSA for security violations shall be passed on to and borne by the Contractor if the violation is attributed to Contractor deficiencies and/or negligence. Contractor's liability for any civil penalty assessed as a result of an FAA/TSA test failure shall be full payment for fines arising out of any one occurrence. Payment will be due 30 days from notification by the City of El Paso after resolution of fine amount between the Airport and the FAA and/or TSA.

The Contractor will be responsible for compliance with Airport Security regulations and FAR Parts 1542 (Airport Security) and 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by the Contractor.

Mandatory Pre-Contract Meeting

The successful Contractor is required to have a pre-contract meeting with the Airport Operations Officer, after the award, in order to be briefed on the specific requirements, terms and conditions of the Contract, including, but not limited to the following.

- Before actual performance of contract duties, the Contractor shall provide to Airport Operations a listing of individual guards to be utilized in the performance of the contract. Before employment, applicants shall submit to the pre-employment background investigation referenced in Item 6.11 and Item 8.0, any individuals found to have falsified their security application will be rejected and will not be permitted to work under this Contract.
- General duties and manpower requirements.
- Specific procedures for responding to emergency alarms, bomb threats, natural disasters, HAZMAT and medical emergencies.
- Training requirements, prior approval requirements, patrol car policies and uniform codes.

Contractor's Phase In

- The Contractor shall be prepared to accomplish a smooth and successful transition of operations and services. Contractor's Phase-In period shall begin upon receipt of Notice of Award (such notice shall not be construed as an official Notice to Proceed, but being anticipatory of phase-in only). The incumbent contractor shall be responsible for performing the duties and services listed in its contract during Contractor's Phase-In period.
- During the Phase-In period, Contractor shall arrange to have necessary supervisory, technical, and other personnel on site to observe the operation of the incumbent Security Guard Services. Contractor may use this Phase-In period to recruit and transfer personnel, train personnel, arrange for security badging, establish management procedures, set up records, ensure adequate equipment is in place for security operations, and otherwise prepare for the assumption of control without disruption of operations. During the Phase-In period, it shall be the responsibility of Contractor to develop and implement a full project Phase-In schedule and submit it to Airport Operations for approval. Contractor shall have no responsibilities for operating or maintaining the Security Guard Services during the Phase-In period. The Phase-In period will end at issuance of the official Notice to Proceed, at which time Contractor shall assume full responsibility for the operations of the Security Guard Services.

Contractor's Phase Out

- The services provided by this Contract are vital to the City's overall efforts to provide safe and efficient facility operations; that continuity thereof shall be maintained at a consistently high level without interruption; that upon expiration of the Contract a successor may continue these services; that its successor contractor shall need phase-in training; and that Contractor shall cooperate in order to effect an orderly and efficient transition.

- Accordingly, the Contractor shall be required to provide Phase-Out services before Contract expiration to its successor contractor at no extra charge to the City. Orientation may include system operations procedures, record keeping, reports, etc. The Contractor shall be totally responsible for providing the services called for by the Contract during its Phase-Out period. The Contractor agrees to cooperate with its successor contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Contract. The Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided the Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

PART 4 – PROPOSAL FORMAT AND SUBMISSION.....

4.1 Proposal Format and Structure

All submissions must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.

1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire proposal, and appendices should not exceed 100 pages.
2. All pages must be numbered.
3. Address qualifications criteria in the order presented in PART 5 – PROPOSAL EVALUATION.
4. Major sections must have page breaks between them and the following sections.
5. The proposal must be signed and titled by a duly authorized representative of the Offeror.

In addition, the City requires that all proposals contain the following:

6. Title Page – Clearly label with the RFP number, RFP title, Offeror’s name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
7. Table of Contents – Identify the page location of each major section.
8. Introduction – Provide brief narrative of background and general qualifications of the Offeror, including any experience with services/products similar in scope and/or size to those requested in this RFP.
9. Offeror’s Proposal – Include all pages from this Request for Proposals in addition to any other materials submitted by the Offeror. State in succinct terms the Offeror’s understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within Part 3 Scope of Work.
10. Contract Clauses and Forms – Include all pages and completed forms. In addition to the above information, describe any prior or pending litigation, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years.
11. Client list – include points of contact and relevant information from three or more organizations that have used your company for similar products/services within the last five years.

12. Response must demonstrate your comprehension of the objectives and services from the RFP. Do not merely duplicate the Scope of Work as presented within this RFP.
13. Appendices – include any additional information that the Offeror deems important to the decision process but that is not specified elsewhere in the RFP.
14. Identify by name and title the individual responsible for the administration of the project. (That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.)
15. Identify the project organization and management. A project organizational chart is to be provided, along with resumes of the key personnel assigned to the project. Proposals must describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive experience directly related to this RFP. A response prepared specifically for this RFP is required. Marketing resumes often include non-relevant information that may detract from the evaluation of a proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the requirements of this RFP.
16. A list of references that can be contacted to discuss the performance on similar work. If available, provide a sample of comparable data your firm has generated for a similar project.

References that are not relevant to RFP should not be included. Therefore, the References provided should be directly related to the requirements in the SOW. The City is particularly interested in government references. The City may obtain other information by sending out questionnaires and/or through other sources. References other than those identified by the Offeror may be contacted by the City with the information received used in the evaluation.

The Offeror shall provide references from at least three contracts, within the last three years that are similar in size, scope and complexity to Part 3, Scope of Work – SECURITY GUARD SERVICES FOR THE EL PASO INTERNATIONAL AIRPORT.

17. Additional Information. Offerors are asked not to include loose brochures (e.g. general marketing material). **BROCHURE MATERIAL WILL NOT BE CONSIDERED FOR REVIEW.** Only pertinent information should be submitted.

4.2 Copies Required.....

Paper – One (1) complete, original copy (signed in blue ink where required) and **Five (5) copies**, both contained in a single sealed submission. All responses shall contain those pages on which prices, other information, or signatures are required.

4.3 Proposal Cost

The term of this contract shall be for: **THIRTY SIX (36) MONTHS** with an additional two (2) one (1) year options to extend the contract if both parties agree in writing prior to the contract expiration date.

4.3.1 Price Proposal

Offerors should include the total cost of the SECURITY GUARD SERVICES FOR THE EL PASO INTERNATIONAL AIRPORT. Assumptions made by the Offerors about the needs, functions and/or requirements of the City, outside of those contained in this solicitation or provided to Offerors subsequent to the issuance of this solicitation, and used to calculate costs should be clearly noted in the response.

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	ROVER/SUPERVISOR (ARMED) WITH VEHICLE * <u>ESTIMATED</u> 26,280 HOURS PER 3 YEARS	\$ _____ /Hour	\$ _____ / 3 Years
2.	SECURITY GUARD (UNARMED) FOR STAFFED GUARD POSTS <u>ESTIMATED</u> 135,780 HOURS PER 3YEARS	\$ _____ /Hour	\$ _____ / 3 Years
3.	ROVER/SECURITY GUARD (UNARMED) WITH VEHICLE – AS NEEDED/AS ASSIGNED * <u>ESTIMATED</u> 9,000 HOURS PER 3 YEARS	\$ _____ /Hour	\$ _____ / 3 Years
4.	SECURITY GUARD (UNARMED) – AS NEEDED/AS ASSIGNED <u>ESTIMATED</u> 33,000 HOURS PER 3 YEARS	\$ _____ /Hour	\$ _____ / 3 Years
TOTAL:			\$ _____ 3 Years

OVERTIME SHALL NOT EXCEED 1 ½ TIMES THE HOURLY RATE(S) FOR EACH APPLICABLE LABOR CATEGORY PROVIDED. THE CITY OF EL PASO WILL DETERMINE WHEN THE HOURLY RATES OF OVERTIME WILL APPLY. OVERTIME WILL NOT BE PAID UNLESS AUTHORIZED IN ADVANCE BY THE CITY OF EL PASO.

*** THE CONTRACTOR SHALL PROVIDE THE “SECURITY VEHICLE” WHEN REQUESTED BY THE CITY OF EL PASO. SINCE, THE “SECURITY VEHICLE” WILL BE PROVIDED BY THE CONTRACTOR IN ANY PORTION OF TIME (HOURLY, DAILY, ETC.) AS REQUIRED BY THE CITY, IT IS THE CONTRACTOR’S RESPONSIBILITY TO ACCOUNT FOR THE COST OF REQUIRED VEHICLE “COVERAGE” FOR EACH APPLICABLE LABOR CATEGORY PROVIDED. REFER TO PART 3, SCOPE OF WORK.**

PROMPT PAYMENT

Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance by the City of El Paso of goods or services, and receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices are to be submitted in single copy to the appropriate Department.

PAYMENT TERMS: Please mark appropriate block.

- _____ % - 10 Days
- _____ % - 20 Days
- _____ % - 30 Days
- Net - 30 Days

Late Payment fees will incur at the State of Texas statutory rate.

REMITTANCE ADDRESS

IF REMITTANCE ADDRESS IS DIFFERENT FROM ADDRESS SHOWN ON THE FACE OF THE SOLICITATION FORM, COMPLETE THE FOLLOWING:

REMIT TO: _____

ATTN: _____

MAIL ADDRESS: _____

PROOF OF LIABILITY INSURANCE CERTIFICATE

Submit a letter from insurance provider stating provider’s commitment to insure the respondent for the types of coverage at the levels specified in this solicitation if awarded a contract in response to this Bid; or submit a copy of current Liability Insurance Certificate. (See Attachment A, Contract Clauses, Paragraph 20 for insurance requirements). Successful Bidder must submit a valid certificate of insurance, in the required limits, within ten (10) days from Notice of Award.

NOTE: FAILURE TO PROVIDE THE ABOVE INFORMATION WILL BE REASON TO CONSIDER YOUR BID NON-RESPONSIVE.

PART 5 - PROPOSAL EVALUATION.....

5.1 Evaluation Factors

The proposal evaluation process is designed to award the contract, not necessarily to the Respondent of least cost, but rather to the Respondent with the best combination of attributes (i.e., qualifications and experience, cost) based upon the evaluation factors specifically established for this RFP.

Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Respondent’s information to the Evaluation Factors which will demonstrate the Respondent’s understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals.

Proposals will be evaluated based on the following Evaluation Factors:

EVALUATION FACTORS	MAXIMUM POINTS
A. Price Proposal	35 Points
B. Experience & Qualifications	35 Points
C. Technical Approach-Quality of Organization & Personnel Provided	15 Points
D. Employee Medical Benefits & Incentives	10 Points
E. Past Relationship/Performance with the City of El Paso	5 Points
TOTAL	100 Points

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City of El Paso (“the City”). The City reserves the right to determine the suitability of proposals on the basis of all these factors.

5.2 Evaluation Factor Description

The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

EVALUATION FACTOR A

Price Proposal (Bid Form – Section A).....35 Points

EVALUATION FACTOR B

Experience and Qualifications..... 35 Points

- **Previous experience related to security services at airports and/or security checkpoints similar in size to EPIA.**
- **Demonstration of an understanding of the contract's potential problems and the City's special concerns.**
- **Knowledge of FAA-TSA regulations, policies and procedures.**

EVALUATION FACTOR C

Technical Approach–Quality of Organization and Personnel Provided.....15 Points

- Personnel’s professional background and experience.
- Training provided to Security Officers by Company

EVALUATION FACTOR D

Employee Medical Benefits & Incentives.....10 Points

- Identify employee benefits. Indicate if benefits are paid in full or in part by your business. (Examples: medical, dental, vision, retirement savings, education plans, paid vacation, etc.)

EVALUATION FACTOR E

Past Relationship/Performance with the City of El Paso.....5 Points

Respondents evaluated on clientele and reference checks

- Identify previous contracts with the City of El Paso in the last five (5) years for which Offeror has performed at a continuously high level of service throughout its tenure.
- Provide current City recommendation letters regarding the contracts listed in the item above.

MAXIMUM TOTAL POSSIBLE POINTS.....100 Points

5.3 Evaluation and Award Process-General Information

- A. All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.
- B. Any award made under this solicitation shall be made to the Offeror who provides goods or services, other than professional services as defined by Section 2254.002 of the Government Code, that are determined to be the most advantageous to the City. Factors to be considered in determining the proposal most advantageous to the City are included below.
- C. Prompt payment discounts will be considered when determining the apparent lowest Offeror, providing the City is allowed at least ten (10) days in which to take advantage of the discount.

5.3.1 Evaluation and Award Process

As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) at which the supplies and/or services are offered. Prices that are significantly lower than the mean of all offers and that appear to be unreasonably low may be determined to be evidence of non-responsibility, and cause the Offer to be rejected.

- A. The Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors set forth below. Factors not specified in the RFP will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated on an individual basis against the requirements stated in the RFP.

- B. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this RFP will result in disqualification of the proposal.
- C. Cost will not be the only consideration in the selection of short listed proposals. Detailed evaluation of proposals will involve a determination of the most favorable combination of various elements contained in this RFP. The selection of the ultimate winning proposal will be based upon what the evaluators believe to be most advantageous to the City.
- D. During the evaluation process, the City reserves the right, where it may serve in the City’s best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.
- E. The City reserves the right to award this contract to one Respondent, to make multiple awards and to award without discussions. The city may reject any or all offers if such action is in the City’s interest, award contract other than to the lowest respondent, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.
- F. Proposals that are considered non-responsive will not receive consideration. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Respondent at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
- G. The successful Offeror's proposal will be the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.

PART 6 - MANDATORY SUBMITTALS

6.1	Acknowledgement by Offeror.....	26
6.2	Business Information Certification	
6.3	Non-Collusion and Business Disclosure Affidavit	
6.4	Indebtedness Affidavit.....	

Attachment “A” - CONTRACT CLAUSES.....

Responsibility Determination

The responsibility determination includes consideration of a Respondent's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any Respondent's proposal.

A. Financial Capacity Determination

FINANCIAL INFORMATION

Financial Statements. Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:

If a **publicly** held organization:

- (1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- (2) The most recent Forms 100 since the last Form 10K was submitted.
- (3) Any Form 8K's in your last fiscal year.

If a **privately** held organization:

- (1) Balance sheet for your last two fiscal years certified by an independent Certified Public Accountant.
- (2) Statement of income of your last two fiscal years certified by an independent Certified Public Accountant.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

Evidence of Financial Responsibility.

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the Offeror's ability to comply with all of the requirements in the Proposal Documents.

Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the Airport may require Offerors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the Offeror by Dun & Bradstreet shall be submitted, not later than 14 calendar days after request by the City. The Offeror shall be responsible for the cost of Dun & Bradstreet's preparation of the report.

B. Technical Capacity Determination

The City may conduct a survey relating to the Respondent's record of performance on past and present projects that are similar to the scope of work identified in this RFP, which may include services/projects not identified by the Respondent. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal. Such research may include, but not necessarily be limited to, discussions with outside Respondents, interviews and site visits with the Respondent's existing clients and analysis of industry reports. The City will make a finding of the Respondent's Technical Resources/Ability to perform the RFP scope of work based upon the results of the survey.

A Respondent will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the Respondent is capable of undertaking and completing the RFP scope of work in a satisfactory manner.

ACKNOWLEDGEMENT BY OFFEROR

The undersigned hereby acknowledges and agrees that:

1. The Request for Proposals has been reviewed by the undersigned prior to the execution of this proposal;
2. The City may reject any or all proposals submitted;
3. The City may award the privilege to the Offeror that, in the sole opinion of the City, provides best value to the City and the public interest;
4. The decision of the City in selection of the successful Offeror shall be final, and not subject to review or attack; and
5. This proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the Offeror acknowledges that the City of El Paso has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the City of El Paso of information sought in such inquiry or investigation.

ATTESTED BY: _____

By: _____

Name: _____

Title: _____

(Corporate seal, if applicable)

BUSINESS INFORMATION CERTIFICATION

Mark all that apply.

- | | |
|---|--|
| <input type="checkbox"/> Manufacturer or Producer | <input type="checkbox"/> Disadvantaged Business Enterprise |
| <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Asian - Pacific American |
| <input type="checkbox"/> Retailer | <input type="checkbox"/> Black American |
| <input type="checkbox"/> Franchised Distributor | <input type="checkbox"/> Hispanic American |
| <input type="checkbox"/> Factory Representative | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Woman Owned Business |
| <input type="checkbox"/> Large Business | <input type="checkbox"/> Handicapped |
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Local Business Enterprise |
| | <input type="checkbox"/> HUB State Certified Historically Underutilized Business
(please furnish copy of Certification) |

SMALL BUSINESS CONCERN: Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS ENTERPRISE: At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

WOMAN-OWNED BUSINESS: At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED: At least fifty-one percent [51%] owned by a person or persons with an orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE: A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]: A Business Enterprise, which has been granted a Certificate by the State of Texas, as a Historically Underutilized Business. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Comptroller of Public Accounts (CPA), HUB Program, 1711 San Jacinto Ave, P.O. Box 13186, Austin, Texas 78711. The City encourages you to contact the State if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts.

Signature of Person Authorized to Sign Application

Title

Date



**City Of El Paso
Financial Services Department – Purchasing Division**

NON-COLLUSION AND BUSINESS DISCLOSURE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am a duly authorized representative of the following company or firm (the “Offeror”) which is submitting a response to
2012-038R SECURITY GUARD SERVICES FOR THE EL PASO INTERNATIONAL AIRPORT –DEPARTMENT OF AVIATION:

(Name of Offeror).
3. **BY SUBMITTING THIS BID, I CERTIFY THAT OFFEROR AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.**
4. I have listed in **Paragraph 10** below all the names the Offeror uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.
5. **Certificate of Organization.** In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the Offeror/Offeror used a trade name in the Solicitation documents is other than the name under which company was organized).
6. **Material Change in Organization or Operation.** *Except as described in **Paragraph 10** below*, I certify that Offeror is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Offeror’s ability to carry out the contract with the City of El Paso.
7. **Debarment/Suspension.** *Except as described in **Paragraph 10** below*, I certify that Offeror and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in **Paragraph 10** below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.

I understand the Offeror is obligated to immediately inform the City in the event that the Offeror is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.
8. **Default/Termination of Contracts.** *Except as described in **Paragraph 10** below*, I certify that, within the last 24 months, there are no Contract(s) between the Offeror and a governmental entity that have been terminated, with or without the Offeror’s default. If such a contract has been terminated within the last 24 months, state in **Paragraph 10** below the reason for or circumstances surrounding the termination.
9. **Taxpayer Identification.** In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Offeror’s taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure

to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.

10. Additional Information (state the number of paragraph above which corresponds to the information provided)

(Attach additional pages if needed)

Attached are the following:

- Certificate of Organization (required by Paragraph 5)
- Taxpayer Identification (required by Paragraph 9)

I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37110. In addition, by providing false information on this Affidavit, the Offeror it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Offeror by the City of El Paso.

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

Signature

Notary Public

Printed Name

Commission Expires



**City Of El Paso
Financial Services Department – Purchasing Division**

INDEBTEDNESS AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter “*Affiant*”), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Affiant is an authorized representative of the following company or firm: _____
[Contracting Entity’s Corporate or Legal Name] (hereafter, “*Contracting Entity*”).
3. Affiant is submitting this affidavit in response to the following bid: *Solicitation No. 2012-038R SECURITY GUARD SERVICES FOR THE EL PASO INTERNATIONAL AIRPORT – DEPARTMENT OF AVIATION*, which is expected to be in an amount that exceeds \$50,000.00.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

For Profit Entity (select below):

- Sole Proprietorship
- Corporation
- Partnership
- Limited Partnership
- Joint Venture
- Limited Liability Company
- Other (Specify type in space provided below):

For Non-Profit Entity or Other (select below):

- Non-Profit Corporation
- Unincorporated Association

5. The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

Contracting Entity:

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	
Federal Tax ID Number	
Texas Sales Tax Number	

5% Owner(s) or Officers of Unincorporated Association ** (If none, state "None"):

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	

**Attach additional pages if necessary to supply the required names and addresses.

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "**City**"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent low Offeror or successful Offeror that is indebted to the City.
7. Affiant understands that the term "**Debt**" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
8. Affiant understands that the term "**Delinquent**" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

Signature

Notary Public

Printed Name

Commission Expires



ATTACHMENT A CONTRACT CLAUSES

1. TYPE AND TERM OF CONTRACT

This is a Service (Request for Proposals) Contract under which the City shall order all of its supplies and/or services described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

The term of this agreement shall be for THIRTY-SIX (36) MONTHS commencing on the date the Contractor receives a written NOTICE TO PROCEED. Delivery of the NOTICE TO PROCEED shall be by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.

2. INVOICES & PAYMENTS

- A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the Contract Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04] **Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY**

AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6. WARRANTY-PRICE

A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of

purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

8. TERMINATION [Rev. 06/07/97]

A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the *UNIFORM COMMERCIAL CODE* including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered

under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

18. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Manager of Purchasing determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

20. COMPREHENSIVE GENERAL LIABILITY INSURANCE

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

\$1,000,000.00 – Per Occurrence
\$1,000,000.00 – General Aggregate
\$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided

with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso
Financial Services Department/Purchasing Division
2 Civic Center Plaza, 7th Floor
El Paso, Texas 79901-1196
Attn: MARY JANE LOPEZ, PROCUREMENT ANALYST

Please refer to Bid Number/Contract Number and Title in all correspondence.

Failure to submit insurance certification may result in contract cancellation.

21. WORKERS' COMPENSATION

For the duration of this contract and any extension hereof, Contractor shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law: \$500,000.00. Out-of-state Contractors that provide goods through US mail, UPS, etc. are exempt from this requirement.

22. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

MARY JANE LOPEZ
PROCUREMENT ANALYST
Telephone: (915) 541-4267
Fax: (915) 541-4347
Email: LopezMJ@elpasotexas.gov

Mail correspondence should be addressed to:

City of El Paso
Insurance and Benefits Division
2 Civic Center Plaza, 3rd Floor
El Paso, TX 79901-1196
Attn: MARY JANE LOPEZ, PROCUREMENT ANALYST

Please refer to Bid Number/Contract Number and Title in all correspondence.

23. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

25. COOPERATIVE PURCHASING

When stated specifically in the solicitation, the City of El Paso may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase the efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of El Paso is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor with regard to any purchase by the participating agency. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

