



REQUEST FOR PROPOSAL
INSTRUCTIONS
FOR
RFP #174
COPPELL ARTS CENTER SECURITY SERVICES
PER
THE CITY OF COPPELL SPECIFICATIONS
AT
THE CITY OF COPPELL
TOWN CENTER
PROCUREMENT SERVICES DEPARTMENT

OPENING DATE: THURSDAY, MARCH 5, 2020 11:00a.m.



REQUEST FOR PROPOSAL

Return Proposal To: City of Coppell
Procurement Services Department
255 Parkway Blvd.
Coppell, Texas 75019

The enclosed *Request for Proposal* and *Specifications* are for your convenience in submitting the proposals to the City of Coppell. **Sealed proposals shall be received no later than: THURSDAY, MARCH 5, 2020, 11:00 a.m., Central Time.**

PRE-PROPOSAL MEETING

The City of Coppell will have a pre-proposal meeting **THURSDAY, FEBRUARY 27, 2020, 11:00 a.m. at: 255 Parkway Blvd. Coppell, TX 75019**

Please reference **"RFP #174"** in all correspondence pertaining to this proposal and affix this number to outside front of bid envelope for identification. All proposals shall be to the attention of the Procurement Services Department.

The City of Coppell appreciates your time and effort in preparing a proposal. Please note that all **proposals must be received at the designated location by the deadline shown**. Proposals received after the deadline will be returned unopened and shall be considered void and unacceptable. Proposal opening is scheduled to be held at 255 Parkway Boulevard, Coppell, Texas. **You are invited to attend.**

If Bidder desires not to bid at this time, but wishes to remain on the commodity bid list, please submit a **"NO BID"** response (same time/location). The City of Coppell is always very conscious and extremely appreciative of the time and effort expended to submit a bid. However, on "NO BID" responses please communicate any bid requirement(s) which may have influenced your decision to "NO BID."

If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive Request for Proposals, Bidder shall be removed from said bid list. However, if you choose to "NO BID" at this time but desire to remain on the bid list for other commodities, please state the specific product/service for which your firm wishes to be classified.

To obtain results, or if you have any questions, please contact the Procurement Services Department at 972-304-3698.



REQUEST FOR PROPOSAL

INSTRUCTIONS

RFP NO. 174

By order of the City Council of the City of Coppell, Texas, sealed proposals will be received for:

COPPELL ARTS CENTER SECURITY SERVICES

TO PROVIDE for a contract for services commencing within thirty (30) days approximately after the date of the award. The City of Coppell reserves the right to extend this contract, as it deems to be in the best interest of the city.

IT IS UNDERSTOOD that the City Council of the City of Coppell, Texas reserves the right to reject any and/or all bids for any/or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City of Coppell.

Each proposal shall be placed in a separate sealed envelope, **signed by a person having the authority to bind the firm in a Contract**, and marked clearly on the outside as shown below.
FACSIMILE OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED!

SUBMISSION OF PROPOSALS: Sealed proposals shall be submitted no later than 11:00 a.m., Thursday, March 5, 2020, to the address below:

City of Coppell
Procurement Services Department
255 Parkway Blvd.
Coppell, Texas 75019

PUBLIC NOTICE STATEMENT FOR ADA COMPLIANCE

The City of Coppell acknowledges its responsibility to comply with the Americans With Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Coppell sponsored public programs, services and/or meetings, the City requests that individuals make request for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Kori Allen, ADA Coordinator or another designated official at (972) 462-0022, or (TDD 1-800-RELAY, TX 1-800-735-2989).

City of Coppell
RFP #174
ARTS CENTER SECURITY SERVICES
Closing Date/Time: Thursday, March 5, 2020 @ 11:00 a.m. (Central Time)

Solicitation Schedule	Dates
RFP Issued	Friday, February 14, 2020
Pre-Proposal meeting	Thursday, February 27, 2020, 11:00 a.m.
Sealed Proposals Due to the City	Thursday, March 5, 2020, 11:00 a.m.
Contract Award/Proposed Council Approval	To Be Determined

The dates BEFORE RFP opening are firm unless changed through an Addendum. Dates after RFP opening are proposed dates and the City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date would be posted on Bidsync.com.

All times and dates are Central Standard Time.

Vendor Inquiries

Question related to this RFP should be submitted via www.bidsync.com

Contact with any personnel of the City, other than the Procurement Services staff or via Bidsync, regarding this Request for Proposal may be grounds for elimination from the selection process.

FUNDING: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

LATE BIDS: Proposals received in the City of Coppell Procurement Services Department after submission deadline will be considered void and unacceptable. The City of Coppell is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Procurement Services Department shall be the official time of receipt.

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

WITHDRAWAL OF BID: A proposal may not be withdrawn or canceled by the Bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and Bidder so agrees upon submittal of their bid.

SALES TAX: The City of Coppell is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax. Bidder shall include any sales taxes from concession sales of taxable items on City property in the total price of the sale and shall be responsible to report and pay such taxes in a timely manner.

BID AWARD: The City reserves the right to award any combination of the three sections as is deemed in the best interest of the City. The City also reserves the right to not award one or none of the sections.

CONTRACT: This proposal, when properly accepted by the City of Coppell, shall constitute a Contract equally binding between the successful Bidder and the City. No different or additional terms will become a part of this Contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made by the City's Chief Procurement Officer.

IF DURING THE life of the Contract, the successful Bidder's net prices to other customers for items awarded herein are reduced below the Contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Coppell.

A PRICE redetermination may be considered by the City only at the anniversary date of the Contract and shall be substantiated in writing (i.e., Manufacturer's direct cost, postage rates, Railroad Commission rates, Wage/Labor rates, etc.). The Bidder's past history of honoring Contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. The City reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the City.

DELIVERY: All delivery and freight charges (F.O.B. City of Coppell) are to be included in the bid price.

DELIVERY TIME: Proposals shall show number of days required to place goods ordered at the City's designated location. Failure to state delivery time may cause proposal to be rejected. Successful Bidder shall notify the Procurement Services Department immediately if delivery schedule cannot be met. If delay is foreseen, successful Bidder shall give written notice to the Procurement Services Department. The City has the right to extend delivery time if reason appears valid. Successful Bidder must keep the Procurement Services Department advised at all times of the status of the order.

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

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

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

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this Request for Proposal will be considered for award. Bidders taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the Specifications of the Invitation. The City of Coppell reserves the right to accept any and all, or none, of the exception(s)/substitution(s) deemed to be in the best interest of the City.

ADDENDA: Any interpretations, corrections or changes to this **Request for Proposal** and **Specifications** will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Coppell Procurement Services Department. Addenda will be posted on www.bidsync.com. Bidders shall acknowledge receipt of all addenda.

DESCRIPTIONS: Any reference to model and/or make/manufacture used in bid Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City's Procurement Services Department.

BID MUST COMPLY with all federal, state, county, and local laws concerning these types of service(s).

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing and engineering practice. All items supplied against credit must be new and unused, unless otherwise specified, in first-class condition and of current manufacturer.

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

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

REFERENCES: The City requests Bidder to supply, with this Request for Proposal, a list of at least three (3) references where like products and/or services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this Request for Proposal. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless the City of Coppell and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. Successful Bidder indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Bidder shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with City of Coppell a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the City of Coppell as an additional insured on the required coverage.

WAGES: Successful Bidder shall pay or cause to be paid, without cost or expense to the City of Coppell, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The City of Coppell reserves the right to award canceled Contract to next lowest and best Bidder as it deems to be in the best interest of the City of Coppell.

TERMINATION FOR DEFAULT: The City of Coppell reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Contract. The City of Coppell reserves the right to terminate the Contract immediately in the event the successful Bidder fails to:

1. Meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these Specifications.

Breach of Contract or default authorizes the City of Coppell to exercise any or all of the following rights:

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. the City may take possession of all goods, fixtures and materials of successful Bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Coppell shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

NOTICE: Any notice provided by this bid (or required by law) to be given to the successful Bidder by the City of Coppell shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Coppell, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful Bidder agrees to protect the City of Coppell from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this Contract, the City of Coppell may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the City of Coppell Procurement Services Department (which has the overall Contract Administration responsibilities) and the successful Bidder.

PURCHASE ORDER: A Purchase Order(s) shall be generated by the City of Coppell to the successful Bidder. The Purchase Order number must appear on all itemized invoices and packing slips. The City of Coppell will not be held responsible for any orders placed/delivered without a valid current Purchase Order number.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Bidder, (b) name and address of receiving department and/or delivery location, (c) Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

INVOICES shall show all information as stated above, shall be issued for each Purchase Order and shall be mailed directly to the City of Coppell Finance/Accounts Payable Department, 255 Parkway Blvd., Coppell, Texas 75019.

PAYMENT will be made upon receipt and acceptance by the City of Coppell for any item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful Bidder(s) required to pay subcontractors within ten (10) day.

ITEMS supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting Specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the City of Coppell. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Coppell.

WARRANTY: Successful Bidder shall warrant that all items/services shall conform to the proposed Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed. Failure to comply with the above requirements for literature and warranty information could cause bid to be rejected.

REMEDIES: The successful Bidder and the City of Coppell agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Coppell, Texas.

ASSIGNMENT: The successful Bidder shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of the City of Coppell.

SPECIFICATIONS and model numbers are for description only. Bidder may bid on description only. Bidder may bid on alternate model but must clearly indicate alternate model being bid. Bidder must enclose full descriptive literature on alternate item(s).

SILENCE OF SPECIFICATION: The apparent silence of these Specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these Specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful Bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Coppell by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

BID NOTIFICATION: City of Coppell utilizes the following procedures for notification of bid opportunities: www.bidsync.com and the *Coppell Citizens Advocate*. These are the only forms of notification authorized by the City. Coppell shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all bid information received by sources other than those listed.

EMPLOYMENT ELIGIBILITY VERIFICATION: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice form I-9. The contractor/vendor warrants that contractor/vendor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor/vendor warrants that contractor/vendor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES: Bidders are encouraged to offer Energy Star, GreenSeal, EcoLogo and/or EPEAT certified products. The City also encourages bidders to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization and toxicity in the manufacture and use of products.

ANY QUESTIONS concerning this Request for Proposal and Specifications should be directed to the Procurement Services Department at 972-304-3698.

COOPERATIVE PURCHASING

As permitted under Government Code, Title 7, Chapter 791.025, other governmental entities may wish to cooperatively purchase under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Coppel and Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Coppel shall not be held responsible for any orders placed, deliveries made, or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO UTILIZE THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

_____ **YES**

_____ **NO**

CERTIFICATIONS AND REPRESENTATIONS

M/WBE STATUS

_____ IS CERTIFIED AS A:

(CHECK ONE, IF APPLICABLE)

DISADVANTAGED BUSINESS ENTERPRISE _____

MINORITY-OWNED BUSINESS ENTERPRISE _____

WOMEN-OWNED BUSINESS ENTERPRISE _____

PLEASE ATTACH OFFICIAL DOCUMENTATION FROM THE STATE OF TEXAS OR OTHER QUALIFIED CERTIFICATION AGENCY OF M/WBE STATUS OF YOUR COMPANY WITH THIS BID/PROPOSAL.

* * * * * NOTE * * * * *

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE PROPOSAL AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT.)

IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

The form may be obtained and completed at
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

***Please note that this form only has to be completed once the contract is awarded and before contract is executed.**

Standard Insurance Requirements

The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	as set forth in the Worker's Compensation Act.
Commercial General	\$1,000,000 Each Accident/Occurrence.
Liability (Public)	\$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate.
Owner's Protective Liability Insurance	\$600,000 per occurrence \$1,000,000 aggregate
Excess/Umbrella Liability	\$1,000,000 per occurrence w/drop down coverage
Endorsement CG 2503	Amendment Aggregate Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.
Automobile Liability	\$500,000 Combined single limit per occurrence.

ADDITIONAL INSURED

IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF COPPELL A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF COPPELL AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

Company Information

Company Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Contact Person: _____

E-mail Address: _____



RFP #174
COPPELL ARTS CENTER
SECURITY SERVICES
(SCOPE OF WORK)

TWO (2) PAPER COPIES AND ONE (1) DIGITAL COPY ON DIGITAL MEDIA MUST BE RETURNED TO THE PROCUREMENT SERVICES DEPARTMENT NO LATER THAN 11:00 a.m. CENTRAL TIME, THURSDAY, MARCH 5, 2020. THE MEDIA MUST BE INCLUDED WITH THE PROPOSAL PACKET.

SCOPE OF WORK

1. SCOPE

This solicitation is to obtain responses from qualified vendors to provide security services for the newly constructed Coppel Arts Center located at 505 Travis St., Coppel, TX 75019 located in Old Town Coppel. Respondents may propose a modified scope, as part of their proposal. Within the Premises, the city of Coppel (CoC) shall grant the Operator:

- the exclusive right to manage security operations for the Coppel Arts Center
- the right to be listed as the exclusive vendor for security services at the Coppel Arts Center

The exclusive rights granted to the Operator are conditioned in each case upon Operator's agreeing to provide such products and services at prices that are reasonable and comparable to similar venues in the marketplace as determined by the CoC.

2. ARTS CENTER DESCRIPTION

Opening May of 2020, the Coppel Arts Center located in Coppel, TX is a new entertainment venue for live music, theater, dance, art exhibitions and more. Designed by Corgan Associates, the Center will feature two performance stages (440-seat main hall and a 196-seat black box), a reception hall, art gallery, and an outdoor community grove. The Center will be home to local art groups, touring entertainment acts, special events, and corporate functions.

3. EVENTS

Future event programming is in development as of the release of this RFP; therefore, specific dates and expected patron counts are not available. The Arts Center is working toward the following programs for the upcoming year:

- 120 ticketed events
- 72 free music events
- 16 special events

4. RESPONDENT QUALIFICATIONS

The respondent shall:

- 4.1. Be a company engaged in the business of providing security services for a minimum of three years.
- 4.2. Have experience providing security services for entertainment venues. Experience working within a municipal environment is highly desired.
- 4.3. The City of Coppel (CoC) reserves the right to request a copy of the respondent's audited or unaudited financial statements for the past five (5) years (whether the vendor is publicly traded or privately-owned).

5. RESPONDENT REFERENCES

The respondent should submit a minimum of three (3) references to substantiate the qualifications and experience requirements for similar services within the last three (3) years.

References shall illustrate respondent's ability to provide the services outlined in the specification. References shall include point of contact; telephone number and dates services were performed. The response may be disqualified if CoC is unable to verify qualification and experience requirements from the respondent's references. The response may be disqualified if CoC receives negative responses. CoC will be the sole judge of references.

6. COMPANY HISTORY AND QUALIFICATIONS

- 6.1. COMPANY HISTORY - Include length of time in business locally, describe existing client base and lines of business. The proposing company will provide evidence that it is financially solvent and has been providing security services for the previous three (3) years. This can include year-end bank statements or audited financial statements for the past three years.
- 6.2. ORGANIZATIONAL STRUCTURE – Identification of reporting relationships between executives, senior managers, on-site managers and line staff to be associated with this potential contract.
- 6.3. STAFFING - Identify key staff, who will be assigned to the potential contract at all levels, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide résumés for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Operator must commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the COC.

The vendor shall provide:

- 6.4. Event security services except as noted below. The Operator will manage and operate security services for the entire building.
 - 6.4.1. For events in the Main Hall, three to four (3-4) t-shirt security personnel will be required.
 - 6.4.2. For events in the Black Box, two (2) t-shirt security personnel will be required.
 - 6.4.3. For events in the Reception Hall, one (1) t-shirt security personnel may be required.
 - 6.4.4. For events in The Grove, our outdoor plaza, two to three (2-3) t-shirt security personnel will be required.
 - 6.4.5. General event coverage will average four (4) hours, unless additional security is needed backstage during the day.
 - 6.4.6. Other events will be staffed according to event needs. Specific coverage and number of security and supervisor personnel will be determined by the Coppel Arts Center using event riders, client needs and vendor input.
 - 6.4.7. Two-way (2-way) radios for security personnel.

6.4.8 The services of the Operator shall include, but are not be limited to the following:

Property patrol

6.4.8.1 Key control

6.4.8.2 Employee entry (ID)

6.4.8.2 Key and card access control

6.4.8.3 Locking and unlocking facility doors

6.4.8.4 Equipment monitoring

6.4.8.5 Escort services

6.4.8.6 Visitor/contractor entrance

6.4.8.7 CCTV monitoring

6.4.8.8 Report writing

6.4.8.9 Evidence gathering

6.4.9 The Provider shall furnish all labor and supervision to accomplish performance of the Security Services.

6.4.10 All staff positions working under this contract shall report to work on-time and in a consistent uniform.

6.4.11 None of the Security Services covered by the Contract shall be subcontracted without prior written consent of the Coppell Arts Center.

6.4.12 The Provider shall be fully responsible to the Coppell Arts Center for the acts and omissions of subcontractors, if such is approved, and of persons directly or indirectly employed of them, as for acts and omissions of persons directly employed by the Provider, and shall indemnify, defend, and hold the CoC harmless from and against any and all claims, losses, damages, expenses, or liabilities related to same.

6.5 Work hours vary somewhat depending upon the type of activity within the specific building and the frequency of deep cleaning tasks. Operating hours are subject to change. The Operator and COC will develop a mutually agreed upon operating schedule for events.

6.6. Exceptions to Exclusive Security Services

6.6.1. Exclusivity is limited to the operations and property of the Coppell Arts Center. The City of Coppell is not included in this exclusivity and can use any security vendor that it chooses for City-wide special events, festivals, and internal events.

VENDOR REQUIREMENTS

7. STANDARDS OF OPERATIONS VENDOR REQUIREMENTS

Once a Proposer is selected, the Operator will execute an Agreement with the City of Coppell which details the standards of operation based on the proposal. The Operator shall conduct all its operations on the Premises in a first-class, professional and efficient manner.

7.1. PROPOSED OPERATING PLAN

The Operator shall supply a proposed operation plan, including:

- 7.1.1. Employee Selection, Training, Standards: Minimum qualifications for hire, age, education, experience, description of any company screening programs, background investigations, reference checks, testing, et cetera. Overview of training provided: type of training, topics covered, amount of training.
- 7.1.2. Employee Benefits: Health & Welfare, continuing education, holidays, bonuses, retirement plans, insurance, etc., if applicable.
- 7.1.3. Staffing Plan: Provide staffing charts, including position, title, description of position, level of training, times scheduled to work, wage rates and benefits. Describe methods for determining staffing levels according to events and specific strategies explaining how the Contractor shall deliver, monitor and report efficient operations in accordance with management structure (as described in Exhibit A), and control of variable labor expense.
- 7.1.4. Urgent Needs: Provide plan for management/supervisory personnel to respond to urgent needs during weekdays and weekends on short notice when contacted by authorized Coppell Arts Center staff.
- 7.1.5. Financial accountability and reporting: Describe methods and processes to account for tracking, evaluating and reporting staff hours.

7.2. PERSONNEL

- 7.2.1. All personnel shall be employees of the contractor, and as such the hiring, licensing, training, scheduling, paying, disciplining, and discharging shall be the sole responsibility of the contractor. Operator will comply with the Coppell Arts Center's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at Coppell Arts Center's request, must be supervised by Operator.
- 7.2.2. Security personnel must attend each pre-event meeting with the House Manager on duty.
- 7.2.3. **Employee Screening Process** – Each employee's qualifications (age, training, background check, etc.) must be verified with proper documentation. All documentation and necessary training are required before employee or agent is eligible to work at the Coppell Arts Center.

7.2.4. Documentation must be provided when requested, on a case by case basis, within four (4) business days of request. The screening application must include:

- The Successful Operator must comply with the minimum process for hiring staff assigned to work Coppel Arts Center events as described.
- Personal reference – minimum of three (3) people who are not related to subject.
- Pre-employment drug screening. (Random drug screening program in place).
- Five (5) year work history.
- Educational history.
- Specialized skill history/ experience.
- Identification of prior employment with City of Coppel.
- Complete criminal background check – required for all employees and agents
- Prior employment discharge

7.2.5. **Training** - All training is at the expense of the Successful Operator unless specific training is requested by the Coppel Arts Center in areas not covered in this RFP. The Successful Operator shall participate in the development and implementation of all training programs at no cost to the Coppel Arts Center.

1. Initial classroom training must include audio/visual training. Initial training program as well as supporting verification of training shall be available for review at Coppel Arts Center's discretion. Sample document verifying training and percentage of current employees who have received this training shall be submitted with response. Sample training material, all training topics and percentage of current personnel receiving this training shall be submitted with response.
2. Initial and ongoing training should include, but are not limited to, the following topics:
 - Fire protection, evacuation procedures and crowd emergencies according to Coppel Arts Center emergency procedures.
 - Guidelines for Life Safety (Identifying crowd safety hazards, proper reporting of hazards and maintain safety for guests).
 - Occupational hazards to maintain safety for employees.
 - Proper report writing.
 - Effective crowd management techniques.
 - Conflict management.
 - Crime prevention.
 - Active shooter training.
 - Fire safety.

- Suspicious package procedures.
 - Customer service skills.
 - Guest experience program – Coppell Arts Center is strongly committed to providing a total guest experience. Proposer is expected to share in this commitment. Operator's guest experience program will be reviewed by the Arts Center to ensure it is consistent with the Arts Center program and is subject to approval by the Arts Center.
 - Workplace violence training.
 - Crowd management
 - Life and property protection
 - General orders
 - First Aid and CPR
 - ADA Accessibility
 - Evacuation Procedures
 - Handling disorderly patrons
 - Conducting door searches
 - Alcohol policies
 - Coppell Arts Center Policy and Procedure changes
 - Sexual Harassment Awareness
3. Training resources must include: A training booklet containing policies, procedures and guidelines for facilities at Coppell Arts Center. This booklet to be developed in conjunction with Coppell Arts Center and is subject to approval by Coppell Arts Center.
4. Training verification must include:
- Documented results of all training in the employee's personnel file.
 - Include percentage of current employees trained to this standard.

7.2.6 The Coppell Arts Center reserves the right to remove and require replacement of any contractor employee who is deemed by Coppell Arts Center management not qualified to perform assigned tasks or whose conduct or demeanor is deemed detrimental to the best interest of the facility.

7.2.7 The contractor shall maintain accurate and complete records of all personnel assigned to work at the Coppell Arts Center. Training and biographical data of personnel affiliated with the contract will be made available to the Coppell Arts Center upon request. Management and supervisors shall be required to attend Coppell Arts Center all-staff meetings.

7.3. SECURITY MANAGEMENT STRUCTURE

- 7.3.1. Contractor will provide one dedicated full-time manager responsible for coordination of the daily public safety operations and scheduling and managing of security personnel. The manager will report to and work closely with Coppel Arts Center's Patron Services Supervisor. The manager will attend Coppel Arts Center operational meetings as needed and work with our event management staff to ensure successful security operations and high standards of service.
- 7.3.2. In addition to the on-site manager, the contractor will assign senior management personnel that will work with Coppel Arts Center to ensure that security standards, operational efficiencies and financial goals are achieved.

7.4. RESOURCES REQUIRED

Successful Operator will provide:

- 7.4.1. Successful Operator will designate an on-site manager to correct any problems with performance or with equipment. The on-site manager will be radio equipped to communicate with other Successful Operator employees and agents, as well as Coppel Arts Center House Manager on duty.
- 7.4.2. A picture identification card or name tag will be considered part of the employee's uniform and must always be visible while working for hours billable to Coppel Arts Center.

8. PREMISES

8.1. Use of Premises

The areas to be used by the Operator for the operation of security services in the Center are described in Exhibit A. Exhibit A designates those spaces or areas for which Operator has been granted the exclusive right to provide security services. It is understood that the Premises are the property of the City Coppel and that the Agreement does not give the Operator any leasehold interest in the Premises, but only a license to enter and use the Premises, as provided in the Agreement. The Operator shall:

- 8.1.1. As-Is Condition: Acknowledge and agree that the Premises, including City-Owned Equipment, are provided to the Operator in their "as-is, with all faults" condition, without representation or warranty of any kind, and subject to all applicable laws, rules and ordinances governing the use, occupancy and possession of the Premises.
- 8.1.2. Access Hours & Requirements: Have access to the Premises during mutually agreed upon hours for events to provide security services. The

- 8.1.3. Operator shall provide advance notice to the Coppell Arts Center for access beyond these operating hours, and shall be responsible for all costs of access, including, but not limited to, reimbursement to the City of Coppell for overtime engineering and security costs. The Operator's employees and visitors shall comply with the Coppell Arts Center access rules and regulations, including providing photo identification badges, entering and exiting specified doors while displaying identification, providing a list, which shall be periodically updated, of all of its employees working at the Premises, and notifying Coppell Arts Center immediately of any persons who should be denied entry.
- 8.1.4. Alterations: Not make or permit to be made any alterations, installations, additions or improvements ("Alterations") in the Premises or Center property without advance written consent of the Coppell Arts Center. The Coppell Arts Center reserves the right at any time to make Alterations to any areas or parts of its Center property.
- 8.1.5. Signs: Not erect signs on the Premises or in the vicinity thereof without express written approval of the Coppell Arts Center.
- 8.1.6. Unlawful Uses, Nuisances or Waste: Not use, occupy or permit the use or occupancy of the Premises in any unlawful manner, permit any offensive noisy or hazardous use or commit any waste on or about the Premises and shall take all precautions to eliminate any nuisances or hazards relating to its activities on the Premises.
- 8.1.7. Surrender of Premises: Upon termination of the Agreement, shall peacefully quit and surrender to the Coppell Arts Center the Premises in good order and condition as determined by the Coppell Arts Center, normal wear and tear and casualty beyond Operator's control excepted. Operator shall, immediately after the termination of this Agreement, remove all the Operator's personal property from the Premises.

9. FINANCIAL ARRANGEMENTS

The City of Coppell intends to award the Agreement to the Proposer that it considers will provide the best overall Security Services in terms of quality, service and financial terms.

9.1. Books, Records and Audits

The Operator shall:

- 9.1.1. Books and Records: Keep accurate and complete books and records of employee hours worked in accordance with "generally accepted accounting principles," consistently applied, showing in detail all hours worked on the Premises. Upon the Coppell Arts Center request, Operator shall make available immediately all books, records and accounts pertaining to employee hours worked under the Agreement.

9.1.2. Monthly Statements: Submit a monthly invoice for payment of Security Services Fees to the Coppel Arts Center.

9.1.3. Annual Statements: Deliver a statement within ninety days of the end of each of Operator's fiscal year showing employee hours worked that have been certified by the Operator's Chief Financial Officer.

10. PERSONNEL CONTINUITY AND REPLACEMENT

- 10.1. CoC recognizes that events beyond the control of the vendor such as the death, physical or mental incapacity, long-term illness, or the voluntary termination of employment of the onsite manager (see Section 7.2.1) will require the vendor to propose a replacement. In the event such a replacement is necessary, vendor agrees that personnel shall not begin work on the project without prior written approval from CoC.
- 10.2. If CoC determines the onsite manager is unable to perform in accordance with the service requirements or to communicate effectively, the vendor shall immediately remove that person.
- 10.3. Proposed replacement personnel shall meet minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to CoC. Resume and references may be requested for the proposed replacement(s). CoC may reject any replacement if references or past working performance is questionable or unfavorable. CoC will be the sole judge of the qualifications of the proposed replacement personnel.

11. VENDOR PERSONNEL SAFETY

The vendor shall provide all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times.

12. WORK HOURS

Vendor employees shall adhere to an agreed upon work schedule. However, vendor employees shall be available to work on a modified work schedule during special conditions.

13. CONFLICT OF INTEREST

The vendor, vendor's personnel, and vendor's subcontractor(s) shall affirm not to have, nor acquire any interest during the term of the purchase order that would conflict in any manner with the performance of the vendor's obligations regarding services authorized.

14. RESPONSE SUBMISSION

- 14.1. GENERAL FORMAT: The respondent shall submit one (1) signed and dated original (marked Original), one (1) copy of the original and should submit the document on a flash drive.

14.2. ORIGINAL RESPONSE: The City of Coppell shall review and evaluate all responses submitted for this request for proposal based upon, but not limited to, the following criteria, and weighted as noted below. Responses shall be organized and must include the Sections below, at a minimum:

14.2.1. Section 1 - Describe the company's background and experience in providing security services.

14.2.2. Section 2 – Respondent Qualifications and Experience: The respondent shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience to include:

14.2.2.1. Primary contact information that CoC staff can contact any questions regarding the response submission.

14.2.2.2. A description of related or similar services performed within the last three (3) years.

14.2.2.3. Managing related or similar services of comparable size and scope to the services within the solicitation.

14.2.3. Section 3 – Key Personnel Qualifications and References: The respondent shall provide resumes or brief profiles and references. References shall substantiate the number of years of required experience of the individuals, including any subcontractors, who will be part of the respondent's personnel providing the service.

14.2.4. Section 4 – Describe in detail the proposed services (addressing Sections 6 through 9) that can be provided for the various types of events that are planned to occur at the Arts Center. The vendor should provide detailed descriptions of all services that would be deemed appropriate for various events.

14.2.5. Section 5 – Costs

Identification of Costs – Using their own cost proposal form/format, Proposers are to identify all costs, including hourly and salaried wages and any other requested reimbursable expenses and/or administrative or management fees to be charged for performing the services necessary to accomplish the objectives of the contract.

15.1. RESPONSE EVALUATION

15.1.1. STEP 1 – REVIEW OF RESPONSES BY PROCUREMENT SERVICES: Only a complete response with the listed required submittal documents and meeting minimum qualifications will be considered. Failure to meet the minimum qualifications and submit the required documents will result in a response being declared non-responsive.

15.1.2. STEP 2 – INITIAL EVALUATION: A CoC evaluation committee will evaluate and score each response based on established criteria. Respondents shall not

contact members of the evaluation team. Responses will be evaluated according to the respondent's ability to best satisfy CoC requirements. Respondent's submission is evaluated and scored on a weighted system to determine the best value as follows:

15.1.2.1. Respondent qualifications, experience and response will comprise 20% of the evaluation total.

15.1.2.2. Scope and Quality of Services offered will comprise 40% of the evaluation total.

15.1.2.3. Costs submitted for the solicitation requirements will comprise 40% of the evaluation total.

15.1.2.4 STEP 3 – PRESENTATION: CoC may request that selected respondents, including key personnel participate in a presentation.

1. The CoC evaluation committee will evaluate and score each presentation. All responses will be evaluated according to the respondent's ability to best satisfy CoC requirements.
2. Respondent and proposed key personnel should be prepared to address any questions that may be asked by CoC evaluators.
3. CoC reserves the right to continue discussions with selected respondent(s).

16.1. NEGOTIATIONS: Upon completion of presentation evaluation scoring, CoC reserves the right to enter negotiations with one or more selected respondents.

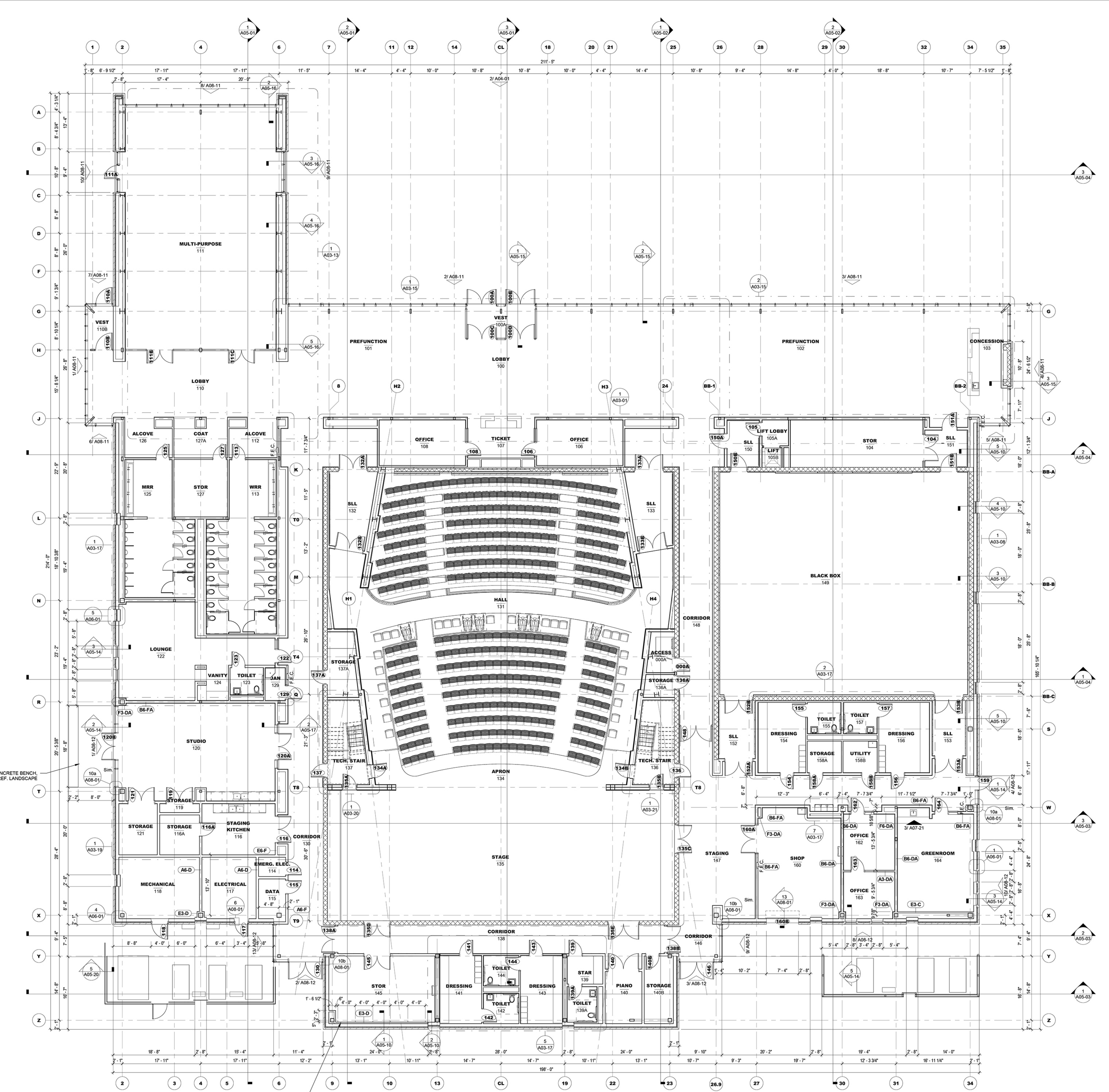
17.1. STEP 4 – BEST AND FINAL OFFER (BAFO): CoC reserves the right to request a BAFO from selected respondent(s).

17.1.1. The respondent(s) shall submit a final price and any added value. If more than one respondent reaches this level, the negotiated terms, references, BAFO and added values will be the considered in the award. CoC will make the final determination on the best value.

17.1.2. CoC may award the purchase order for the service without requesting a BAFO.

18.1. AWARD

CoC reserves the right to award a purchase order(s) to the company that provides the best value to CoC in performance of this service.



(5) FRAMED MIRRORS, 48"x36"; & REF. ELECTRICAL FOR PLUGSTRIP

1 FLOOR PLAN - MAIN LEVEL
1/8" = 1'-0"