



REQUEST FOR PROPOSAL

Security For Jennings Parks

**City of Jennings
2120 Hord Avenue
Jennings, MO 63136
(314) 388-1164
www.cityofjennings.org**



**CITY OF JENNINGS
REQUEST FOR PROPOSALS**

Security For Jennings Parks RFP #05-23

The City of Jennings is seeking proposals for Professional Security Guard Service. The City of Jennings (hereinafter referred to as “THE CITY”) is soliciting submittals from qualified firms (hereinafter referred to as “SECURITY SERVICES CONSULTANT”) with an interest in contracting to provide professional Security Guard Services to various parks within the City of Jennings which includes the following City Parks:

- a) Koeneman Park – 8937 Lucas and Hunt Rd.
- b) Lions Park – 8701 Lucas and Hunt Rd
- c) Rodney Epps Park (Hamilton Park)- 5557 Hamilton Ave.
- d) Sievers Park- 2122 Hord Ave

Bid specifications may be obtained from Jennings City Hall, 2120 Hord Avenue, Jennings, Mo., 63136, or via the City’s website (www.cityofjennings.org) on or after May 26, 2023, between the hours of 8:30 a.m. and 5:00 p.m. (CST).

Sealed bid proposals shall be delivered to the above address no later than 12:00 p.m. CST, June 12, 2023, at which time they will be publicly read aloud in the Council Room at City Hall.

One original and ten (10) photocopies of the proposal shall be furnished. If sent by mail, the sealed envelope containing the proposals must identify the contractor and be addressed to the city at the location listed above.

Facsimile (“fax”) machine-transmitted proposals will not be accepted, nor will the city transmit the RFP documents to prospective Contractors via fax or any other electronic means.

The Jennings City Council reserves the right to reject any and all bids and to waive all irregularities. The final decision on the award of the bid will be made by the City Council.

Please contact, Deletra Hudson, City Clerk, at 314-388-1164 or cityclerk@cityofjennings.org if there are any questions are to request additional information.

OVERVIEW

1. REQUEST FOR PROPOSALS

The City of Jennings, (hereinafter known as the “City”), St. Louis County, Missouri, is seeking sealed bid proposals for Professional Security Services for the following city parks:

- a. Koeneman Park – 8937 Lucas and Hunt Rd.
- b. Lions Park – 8701 Lucas and Hunt Rd.
- c. Rodney Epps Park (Hamilton Park)- 5557 Hamilton Ave.
- d. Sievers Park- 2122 Hord Ave.

The City is furnishing herein a set of specifications by which such proposals shall be considered (See Exhibit D). Any firm, (hereinafter “Contractor”), desiring to furnish a quotation for such services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

2. PROPOSAL DELIVERY PROCEDURES

Sealed proposals shall be delivered to:

Deletra Hudson, City Clerk
Jennings City Hall
2120 Hord Avenue
Jennings, Missouri 63136

No later than 12:00 p.m. CST, on June 12, 2023. Sealed envelopes should be clearly labeled “Sealed Proposals for Professional Security Services of all City Parks”, with the Contractor’s name on the envelope. One original and ten (10) photocopies of the proposal shall be furnished. If sent by mail, the sealed envelope containing the proposals must be enclosed in another envelope addressed to the city at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept unopened. No responsibility shall be attached to the City for the premature or non-opening of a proposal not properly addressed and identified.

Proposals arriving after the above specified time, whether sent by mail, courier, or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor’s responsibility for timely delivery regardless of the method used. Mailed proposals delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile (“fax”) machine-transmitted proposals shall not be accepted, nor will the City transmit the RFP documents to prospective Contractors via fax or any other electronic means, except for any addenda issued as specified in section A.6 of this RFP.

3. WITHDRAWALS, DECLINATIONS

If a Contractor wishes to withdraw a proposal, the Contractor shall submit a written notification of such action to Deletra Hudson no later than the time of opening as specified in section A.4 below.

4. PROPOSAL OPENING PROCEDURES

The opening of all proposals shall commence after 12:00 p.m. CST, on June 12, 2023, at Jennings City Hall, 2120 Hord Avenue, Jennings, Missouri.

5. COMPETENCY OF CONTRACTORS

The City reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the City, the Contractor shall furnish additional evidence as may be required by the City (beyond that which is required in response to the RFP) to evaluate Contractor’s ability and resources to accomplish the services required by the specifications herein. The City shall be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm, or corporation.

6. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held for this project on June 5, 2023, at City Hall at which time you may participate in a guided tour of the Parks.

Any questions that arise after receipt of the RFP shall be directed in writing to:

Deletra Hudson, City Clerk
Jennings City Hall
2120 Hord Avenue
Jennings, Missouri 63136

The written questions, along with the City’s responses, shall be circulated to all known potential Contractors of record who hold RFPs without identifying the party submitting the questions. The cut-off for receipt of written questions shall be June 6, 2023, at 12:00 p.m. CST, to facilitate the preparation of an addendum. No inquiry received after that time will be given consideration. Replies and/or addenda, in response to written questions, will be emailed to all known potential Contractors by June 7, 2023. Receipt of any addenda must be acknowledged as part of the proposal. The City shall not assume responsibility for the receipt by the Contractor of any addenda.

7. RFP PACKAGE

Each potential Contractor is instructed to check its RFP package to ensure that it has received a complete RFP package, which consists of the following sections:

- A. Overview
- B. General Instructions
- C. General Information
- D. General Specifications

Appendices:

Appendix A	Company Information Sheet
Appendix B	Request for Price Quotation
Appendix C	Reference Schedule
Appendix D	Bid Specifications

8. INVESTIGATION BY POTENTIAL CONTRACTOR

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and specifications contained in this RFP. Contractors are. Expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or plea of ignorance resulting from the Contractor's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the city. The City will assume that submission of a proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

9. REJECTION; WAIVERS

The City reserves the right to reject any and all proposals; waive formalities, technical requirements, and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the Contractor of its choice if some other manner of negotiation better serves the City's interests. The City reserves the right to award the Contract to the Contractor that, in the City's judgment, best serves the needs and interests of the City and its residents at the lowest price.

10. PROPOSAL SECURITY

Each proposal shall be accompanied by a proposal security, which shall be in the form of a bond, certified check, and or a bank cashier's check in the amount of one thousand

dollars (\$1,000.00). Contractors shall furnish at their own expense a bid deposit or corporate surety bond in a sum equal to twenty-five percent of their total bid, made to the City of Jennings, Missouri. Proposals submitted without the required security shall be rejected.

After formal written notification by the City that a Contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a Contract or post the required performance bond, and the Contractor shall be liable for any damages the City may thereby suffer.

Proposal securities shall be released as follows:

- (a) The successful Contractor's security shall be retained until the Contract has been signed and the required performance bond has been furnished.
- (b) Proposal securities of the second and third proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the securities will be promptly returned to the unsuccessful Contractors.
- (c) All other proposal securities shall be released upon selection of the top three Contractors.

A. GENERAL INSTRUCTIONS

1. PROPOSAL PACKAGE

It is intended that the specifications in this RFP shall become part of an exclusive written and signed contract, with the successful respondent agreeing to provide Professional Security Services to the City of Jennings Parks. The City reserves the right to further negotiate the terms of any Agreement to provide all or part of the services contained in the RFP.

2. FORMAT FOR SUBMISSIONS

A properly prepared proposal shall consist of:

- 1) a valid proposal security deposit
- 2) company information (Appendix A)
- 3) request for price quotation sheet (Appendix B)
- 4) reference schedule (Appendix C)

Proposals should also contain a signed cover letter of submittal on the Contractor's letterhead. The signed cover letter accompanying the proposal must be from any officer

or employee having the authority to bind the Contractor by signature. Failure to submit all the required information may result in the disqualification of the Contractor from consideration. Contractors may be asked to provide additional information or give an oral presentation of their proposal later.

All price quotation sheets and schedules must be correctly filled in, using ink, or entered in typed form. Any erasure or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given commodity or service alternative, each relevant item on the price quotation sheet must have the words "No quotation" entered thereupon.

3. MINIMUM SPECIFICATIONS: DEVIATIONS

The specifications included in this package shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications. Contractors are encouraged to provide options for enhancing the proposed recycling/education program.

All alternatives shall be separately listed, and a justification shall be stated for such alternatives. If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the Contractor shall fully comply with those specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations contained therein prior to reaching a decision on the awarding of a Contract. The City shall be the sole and final judgment as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

4. EXAMINATION OF SERVICE AREA

Contractors shall completely inform themselves of all the conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the service required to be provided under the enclosed specifications including, but not limited to hours of operation, and all other factors which would affect execution and completion of the work covered by this RFP.

5. CONTRACTOR INFORMATION

The Contractor shall furnish the following information (Appendix C, Schedule).

- (a) A list of areas or municipalities in the State of Missouri for which the Contractor furnishes or has provided services over the period of at least the last three years (Appendix C, Schedule 1).
- (b) A Contractor qualification statement (Appendix C, Schedule 2). If one or more subcontractors are proposed, a subcontractor qualification statement shall be submitted for each subcontractor (Appendix C, Schedule 3.).

Contractors should use extra copies of schedules or supplemental sheets as necessary to supply information.

6. EVALUATION CRITERIA

The City will evaluate proposals about qualifications and experience, ability to provide services within the identified schedule, equipment, services offered, support of the City’s mission, proposed enhancements to the specifications, and cost of services. The City reserves the right to reject any and all proposals or to waive any irregularities or deviations and substitutions must be clearly annotated. The selected Contractor will have submitted a proposal that is in the best interest of the city. If a proposal does not satisfy the minimum requirements as outlined in this RFP, the proposal may be disqualified from further consideration at the discretion of the City.

7. USE OF CITY’S NAME

Proposers or the selected Contractor are specifically denied the right of using, in any form or medium, the name of the City of Jennings for public advertising, unless express written permission is granted by the Mayor of the City of Jennings or his designated representative.

8. TIME SCHEDULE

The city expects to adhere to the following time schedule:

* Issue RFP:	May 26, 2023
* Pre-Proposal Meeting:	June 5, 2023
* Deadline for Receipt of Written Questions:	June 6, 2023
* City Response/Addenda to be sent by:	June 7, 2020
* Proposals Due By:	June 12, 2023
* Opening of Proposal:	June 12, 2023, 12:00 p.m.
* Regular Council Meeting	June 26, 2023, 7:00 p.m.
* Award of Contract	June 27, 2023
* Commencement of Contract Services	July 1, 2023

B. GENERAL INFORMATION

1. PURPOSE OF THIS SECTION

Descriptions of the Professional Security Service for the City of Jennings Parks are provided only as orientation. The General Specifications (Section C of this RFP) are the City Requirements for the Contract that may be and are not necessarily duplicative of the current programs.

2. DESCRIPTION OF THE RESIDENTIAL AREA OF THE CITY

The City of Jennings is an established community located in St. Louis County. The Contract for services shall be limited to security services to protect the safety of the community at the city parks named in the overview section.

C. GENERAL SPECIFICATIONS

1. INTENT

The intent of this request for proposal and a resulting contract is to obtain proposals for the services of a qualified Professional Security Guard Services.

2. SCOPE OF WORK

The Contractor shall be responsible for everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, and education required to perform the Security Services for all the city parks. The City reserves the right to audit all records associated with the city parks. Professional Security Services can only be performed during parks hours. Friday through Sunday, between the hours of 4:00 p.m. and 9:30 p.m. The parks shall be occupied while work is completed. Special arrangement for events is 2 officers on duty for the regular hour and 4 officers on duty for special events. Dates will be provided by the Director of Parks and Recreation.

3. SECURITY PERSONNEL CREDENTIALS

- Completed an application for employment with a firm.
- Has been verified to possess a valid Metropolitan license for either the St. Louis City or St. Louis County Police Department.
- Has passed all required background investigations, drug screening, and firearm qualifications set forth by the Board of Police Commissioners and has paid all fees established.
- Has provided the Security Company with copies of all documentation verifying that they have obtained such a license.

- Has provided a copy of a valid Missouri driver's license.
- Has been outfitted with the standard security company uniforms i.e.; duty belt, which includes handcuffs, flashlight, OC spray, and firearm; their security license, security badge, and name tag.
- Uniforms are identifiable with the insignia of the security company.

4. SECURITY PERSONNEL TRAINING

All officers employed by the security company must have met the following training qualifications set forth by the Board of Police Commissioners:

- Must be at least 21 years of age.
- Must be a US Citizen or legal resident alien.
- Not suffering from any dependence on alcoholic beverages, narcotics, or dangerous drugs.
- Able to read and write the English language.
- Have no felony convictions.
- Have no assault, stealing, or offenses involving moral turpitude convictions within the past thirty-six (36) months of licensing.
- Have no active warrant or wanted and not currently be on any probationary status for any law enforcement agency, including Suspended Imposition of Sentence.
- Must have completed sixteen (16) hours of classroom training set forth and provided by the Board of Police Commissioners
- Must have completed eight (8) hours of firearms qualifications for revolvers and twenty-four (24) hours for semiautomatic pistols.

5. OFFICER REQUIRED AUTHORITY

Officers employed by a security company have been given the following authority by the Board of Police Commissions:

- Authority to make an arrest of a person the security officer reasonably believes to have committed a crime and who, in fact, has committed such crime; and to search and seize evidence in connection with the arrest, while on duty.
- When a security officer makes an arrest, notification will be made to the police department within the jurisdiction of the client-St. Louis County Jennings Police Department.
- Authority to assist all police officers in preserving an area of patrol, and direct traffic on a roadway or street that abuts the designated area, with permission of the local policing authority.
- Authority to perform functions only in designated areas.

6. RULES & CONDUCT

The firm shall provide all security personnel with the general Rules & Conduct Manual, as well as Post Orders pertaining exclusively to the security provided for the City of Jennings.

7. REQUIRED SERVICES

The contractor can contact facilities seven (7) days a week at 314-388-1164 or 314-388-3040. Failure to contact facilities may result in the unavailability of access to certain City properties. The contractor must present themselves to the City's representative each day that work is performed and indicate where the work is to be performed. City's representative to conduct an inspection daily, or at a frequency at the discretion of the City. The City reserves the right to revise its Security Services of the city parks.

8. DURATION AND SCOPE OF CONTRACT

The Contract for services shall be a three-year term (3) effective on July 1, 2023, to October 31, 2023, and April 1, 2024, until October 31, 2024, and April 1, 2025, until October 31, 2025, from April 1, 2026, until October 31, 2026, with an option to renew for an additional year at the end of the term.

The City shall have the option to renew the term of the Contract annually. The City must exercise the said option by notice in writing to the Contractor no later than thirty (30) days prior to the expiration of the term of the Contract. In the event of such extension, all terms and conditions of the Contract shall be in full force and effect during the extension period, subject to the following:

- (a) The rates to be paid to the Contractor during the extension period shall be as listed on the price quotation sheet (see Appendix B).

9. CONTRACTOR TRANSITION

Should the City choose a different Contractor at the expiration of this Contract, the Contractor shall agree to cooperate with the chosen Contractor in effecting an orderly transition.

Successful Contractor shall not commence services described herein until written notification to proceed has been issued by the City.

10. GUARANTEES/WARRANTIES

Bidders SHALL indicate the full guarantees and/or warranties on the equipment, parts, and labor.

11. WITHDRAWAL OF BIDS

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the city in writing of its withdrawal. The notice must be signed by an appropriate authorized official of your firm. Your firm may thereafter submit a new or modified proposal if it is received in the city no later than the deadline.

12. WAIVER OF LIEN

Final payment shall not be due until the bidder delivers to the City of Jennings a complete release of all liens arising out of this bid or receipts of payment in full in lieu thereof and if requested an affidavit from the bidder that the releases and receipts of payment include all labor and materials for which a lien could be filed. If a lien remains unsatisfied after all payments are made, the bidder shall refund to the City of Jennings all monies that the latter may be compelled to pay in discharging such a lien, including all costs and attorney's fees.

13. QUANTITIES

The quantities or usage shown are estimates, ONLY unless otherwise stated. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidder's information ONLY and will be used for tabulation and presentation of the bid and the City reserves the right to increase or decrease quantities as necessary.

14. DEFAULT PROVISION

In case of default by the bidder or contractor, the City of Jennings may procure the services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

15. COMPLIANCE WITH LAW

All goods or equipment bids shall comply with all applicable Federal, State, and local laws relative thereto, including all safety related items as required by the Federal Occupational Safety and Health Act (OSHA). The successful bidder shall defend actions or claims brought and hold harmless the City from loss, cost, or damage by reason of actual or alleged violations of Federal, State, or local law and the design or manufacturing of equipment and/or materials.

16. FAILURE TO QUOTE

If a bidder chooses not to submit a bid, the City requests the return of the bidding documents, please state the reason thereon, and request that your name be retained on our bidders list. Failure to respond may result in the bidder's name being removed from our bid mailing list.

17. TAXES

The City of Jennings, Missouri is exempt from Federal Excise Tax and Missouri Sales Tax and the same shall not be charged to the City.

18. ENDORSEMENT PROHIBITION

The successful bidder is specifically denied the right to use in any form or medium the name of the City for public advertising unless express permission is granted by the City Council of Jennings.

19. WARRANTIES AND REPRESENTATIONS

The contractor warrants that the goods and services furnished under the Agreement shall conform to the requirements of the Agreement (including all descriptions, specifications, and drawing made a part of) and such goods will be merchantable, fit for their intended purposes, free from defects in material and workmanship and fit for their intended purposes. The contractor will, at its sole cost and expense, promptly perform any and all corrections of error that occur as a result of its own, its contractors, or subcontractors' negligence, make any corrections and modifications to the systems necessary or desirable to cure any non-conformity with the specifications, and repair said system or components so as to remedy any defects in material and/or workmanship.

To the extent that third-party manufacturers have made any warranties or other commitments regarding products or services that the Contractor has included in its bid to the City, the Contractor will assign to the City all of such manufacturer's warranties and commitment, and/or take such action as may be necessary to ensure that the City is entitled in full to all manufacturer's warranties.

The contractor warrants that it will arrange with the manufacturers for a direct or sublicense through any operating systems software, general utilities, or applications software included with the equipment.

The contractor warrants that the equipment will be new and of merchantable quality and that Vendor will be able to convey clear and marketable title to the equipment by bill of sale.

The contractor represents and warrants that it is a duly authorized value-added reseller of the equipment purchased by the City and that it has a value-added reseller's agreement

currently in force with each applicable company under which the Contractor is authorized to make the commitments made in the Agreement.

20. EQUIPMENT, TOOLS, SUPPLIES

The contractor will supply all uniforms, vehicles, and supplies necessary to perform Professional Security Services for the City Parks. The Contractor is responsible for providing proper equipment, tools, labor, instrumentalities, materials, transportation, support services, and insurance required. Trained personnel to thoroughly perform the duties of security of the parks as necessary to fully execute the requirements of this contract. The contractor is not required to purchase, rent, or hire any equipment, tools supplies, offices, transportation, personnel, insurance, or instrumentations from the City.

21. INDEMNITY OBLIGATIONS OF CONTRACTOR

To the fullest extent permitted by law, Contractor agrees to protect, indemnify, defend, and hold the City, officers, employees, agents, and representatives and each of their successors and assigns harmless from and against any and all losses, claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with a – any breach of the Agreement, b – any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by contractor, contractor's employees, subcontractors, agents, representatives or assigns (collectively, "Contractor's Agents") in the performance or nonperformance of the professional services required to be performed by Contractor under the Agreement; or c – the City enforcement of its rights under this indemnity provision. The contractor agrees that its obligations under this indemnity will survive the expiration and termination of this agreement.

In the event, both the City and Contractor are named as defendants in the same civil action, and the City determines that a conflict of interest exists between the parties, Contractor will agree to provide, at its own cost, independent counsel for the City. The City may, at its option, designate its Special Counsel as equal participating counsel in any litigation wherein the Contractor defends the City.

The contractor will defend, indemnify and hold harmless City (its officers, agents, and employees as the same may be constituted now and from time to time hereafter) from and against any and all liability, losses or damages, or any expenses or costs whatsoever to the City, including reasonable attorneys' fees and costs, as a result of any claims, demands, damages, costs or judgments against the City based on allegations that, as a consequence of the services rendered hereunder, any program or software designed, developed, amended, merged or restructured, or any part thereof, alone or in combination with other programs or software, infringes on any patent or copyright or misappropriates a trade secret. If any such program or software or any part thereof is held to constitute an

infringement or misappropriation of third-party intellectual property rights and use of the program or software is enjoined, Contractor will, at its own expense, either 1- procure for the City the right to continued use the program or software or part thereof 2 – replace the program or software with a non-infringing replacement, provided that such replacement does not compromise the performance and otherwise meets the City’s specifications or 3 – modify the program or software to make it non-infringing, provided that such modification does not compromise the performance and otherwise meets the City’s specifications.

22. INVOICING FOR SERVICES

The Contractor shall be required to invoice the City for services. The City will pay invoices on a net 30 basis. The invoice should identify the cost breakdown per day of service.

23. SERVICE AND COMPLAINTS

The Contractor shall maintain a toll-free phone number for the transaction of business, including receipt of service calls or complaints, and shall be available for such calls on all working days between the hours of 8:00 a.m. to 5:00 p.m. (CST). Any complaint must be given prompt and courteous attention. The Contractor shall answer the phone promptly and process complaints quickly without requiring callers to spend long periods on hold while waiting for their calls to be handled.

Service shall be provided in a workmanlike manner. The contractor is responsible for immediately addressing and restoring any loss of services or malfunctioning equipment.

24. PENALTIES

The Contractor shall forfeit the sum equal to 2% of the Performance Bond as liquidated damages to the City for each day that the Contractor fails to comply with the provisions of this Contract and all documents incorporated herein.

25. ASSIGNMENT OR TRANSFER OF CONTRACT

The Contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the consent, in writing, of the City. Any subcontractor(s), and their role in providing services to the City, shall be identified in the proposal.

24. CONTRACT AMENDMENT

Any Contract entered by the Contractor and the City of Jennings cannot be modified or changed without the written consent of both parties.

25. CONTRACT TERMINATION

The City shall have the right to revoke the Contract upon thirty (30) days' written notice to the Contractor for failure to perform the required services in the sole opinion of the City.

In the event the Contractor fails to install agreed-upon services and/or address any problems malfunctioning for any five (5) day period as provided herein, the City is authorized to execute against the Performance Bond and the thirty (30) day notice provision will thereby be waived, the City having the immediate right to terminate the Contract without further notice to Contractor, except for the acts God that prevent collection.

The City may elect to terminate the Contract without cause upon thirty (30) days' written notice to the Contractor.

26. COMPLIANCE

The Contractor shall obtain an annual business license from the City of Jennings prior to the commencement of services.

27. INSURANCE

Comprehensive General Liability Insurance – The Contractor shall obtain and maintain in force during the term of the Contract, at his own expense, for all vehicles, equipment, and personnel used in the work covered by the Contract, whether used and employed by the Contractor or sub-Contractor, liability insurance in a sum of not less than \$1,000,000.00 per occurrence. Said insurance shall specifically name the City of Jennings as an additional insured party under said policies and include the endorsement and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to write insurance in the State of Missouri and said the policy will not be altered, amended, or terminated without thirty (30) days notice having been given to the City of Jennings. Any approved sub-Contractor shall be subject to all the conditions of this paragraph. A verified copy of such insurance policy or policies, which shall be approved by the City Attorney, shall be submitted to the City Clerk prior to the commencement of services.

Successful Contractor must provide insurance coverages listed below and include the City of Jennings as an additional named insured:

General Aggregate	\$2,000,000.00
Property Damage	\$1,000,000.00
Automobile Liability	\$1,000,000.00
Product and Completed Operations	\$2,000,000.00

Worker's Compensation Insurance – The Contractor shall obtain and maintain in force during the term of the Contract, at his own expense, Worker's Compensation Insurance in amounts as prescribed by the Statutes of Missouri. Any approved sub-Contractor shall also obtain and maintain in force during the term of the Contract, Worker's Compensation Insurance.

28. INDEMNIFICATION

The contractor shall defend, indemnify and hold harmless the City from and against any and all costs (including, but not limited to, attorney's fees), expenses (including, but not limited to settlement payments), actions, suits, proceedings, claims, demands, assessments, judgments, incident to or arising as a result of the performance or failure to perform on the part of the Contractor, or any approved sub-Contractor, under this Contract.

Appendix A

COMPANY INFORMATION SHEET

Date	Company
Address	City/ State/Zip Code
Business Phone	Cell Phone
Contact	Email Address
Title	Signature
Firm Establish	Years in Business

ANTI-COLLUSION STATEMENT: The signed bidder has not divulged to, discussed, or compared the bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. (NOTE: No premiums, rebates, or gratuities to employees or officials of the City are permitted either with, prior to, or after any delivery of the product(s) or service(s). Any such violation will result in cancellation and/or return of the item(s) (as applicable) and removal from Bid List(s).

TO THE CITY CLERK OF THE CITY OF JENNINGS, MISSOURI: We (I), the signed, hereby agree to furnish the following product(s) or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including Specifications and fully understand what is required. By submitting this signed Proposal, we (I) hereby agree that we (I) will make available for audit to appropriate City Officials any applicable records pertinent to a resulting order and/or contract for verification of pricing per terms of a purchase agreement.

I _____, representing the Bidder in an official capacity understand that the information furnished to the City of Jennings is true and correct and any misinformation may result in the cancellation of a purchase award. I have reviewed this bid packet and understand the products and services to be provided. I also understand that the City has sole discretion to reject or accept any or all portions of the proposal.

Signature and Title of Authorized Representative

Date

Appendix B

REQUEST FOR PRICE QUOTATION

Description	Cost per Hour
Armed Guard	
Holidays	
Extra Armed Guard	
Other	

1. Provide your work plan and time frame in each area.

Appendix C

LIST OF MUNICIPAL OR GOVERNMENT REFERENCES

Please provide references from at least three clients for whom you have, within the past 18 months, procured a comparable or substantially similar system and performed similar services. The city will contact references only if you are a finalist in the evaluation process.

1. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____
Type of services performed: _____

2. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____
Type of services performed: _____

3. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____
Type of services performed: _____

4. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____
Type of services performed: _____

5. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____
Type of services performed: _____

BID SPECIFICATIONS

Professional Services

EXPERIENCE/QUALIFICATIONS OF GUARDS

- 1) All guards shall have training in self-defense techniques and techniques for detaining and holding persons for arrest by police.

- 2) Security guards will have experience commensurate with type of duty to be performed and will be literate, i.e., will be able to read and understand printed regulations, detailed written orders, training instructions and will be able to compose reports which will convey full information of events pertaining to his shift. Security guards must not have arrest or conviction records of any offense other than minor traffic violations. The Security Agency is responsible for conducting any and all required background checks for its hired personnel at no expense to the CITY. Prior to any assignment, proof of background check must be submitted to the CITY designee.

- 3) Guards are to be trained in the use of handcuffs and are to carry handcuffs while on duty.

- 4) Guards are to be trained in the use of firearms and to be knowledgeable in how to disarm an individual carrying a weapon. Guards must be certified to carry a firearm prior to being assigned to THE CITY. No exceptions will be made to this requirement and proof of certification must be submitted, prior to assignment, to the CITY designee.

- 5) Guards must possess thorough knowledge of security rules, regulations and procedures and thorough knowledge of the laws of arrest.

- 6) Guards must possess the ability to face situations firmly, fortuitously, tactfully and with respect for the rights of others.

- 7) Guards must possess the ability to use self-defense techniques to protect themselves, staff and clients from unarmed and armed attacks by assailants. They must be able to demonstrate emotional stability during periods of tension and stress while carrying out assigned duties and the ability to maintain control in crisis situation.

- 8) Guards are required to have a minimum of one year's employment as a security guard or law enforcement officer or equivalent or substantially similar experience with the Armed Forces of the United States prior to assignment at the CITY.

- 9) Guards not meeting all standards outlined will not be acceptable and the CITY reserves the right to summarily remove him from duty. If this occurs, the guard service will be contacted, and a replacement must be immediately available.

UNIFORMS/EQUIPMENT

- 1) The Security Guard Service will furnish security guards with standard uniform. Security Guard Service shall display an approved sign or emblem indicating that the premises are being protected by them. Company badges shall be prominently displayed on the security guard's uniform and on his cap. The guard will be equipped, when appropriate, with flashlight, police whistle, notebook, handcuffs and pen. Security guards must be in full uniform while on duty.
- 2) Guards must be well groomed at all times while on duty. This includes clean, well-fitted pressed uniforms and polished shoes. Personal hygiene and neatness are of prime importance. Guards will not be allowed to eat or read while on duty.
- 3) Guards are required to provide roving patrol of all facilities and may require a vehicle or alternate transportation method; THE CITY is not responsible for providing and guards may not utilize City owned vehicles.

1. STAFFING OF PROJECT

The firms should provide information on their proposed professional team members, i.e., applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, school districts, law enforcement agencies, or other clients as stated in the Request for Proposals (RFP). Similar experience gained through other clients should be substantiated by reference. A list and scope of the various projects for comparative purposes shall be included in the appendix.

REPORTS

1) Security guards must report regularly to the CITY designee. A continuous written log of all guard activity, including details of any matters or occurrences pertinent to the security of the agency shall be maintained. The Security Guard Service must submit weekly a written summary of daily reports to the CITY designee. This report shall cover all matters of security interest and shall contain recommendations, if any, to improve the security program to enable it to be more effectively administered or to point out security deficiencies. Furthermore, any emergency or abnormal condition must be verbally reported at once to the CITY designee. A complete written report must be filed as soon as possible.

2) The Security Guard Service shall furnish weekly copies of sign-in sheets, showing guards name, assignment and number of hours worked during the period to the CITY designee.

ORDERS

1) General and specific orders must be issued by the Security Guard Service in writing to all guards listing all applicable duties and emergency phone numbers. All general and specific orders shall be prepared by the security service and reviewed by the CITY designee and shall be subject to his/her approval.

2) A prohibition against the use of alcohol or narcotics while on duty must be included in orders given to the guards as well as THE CITY's No Smoking Policy.

3) Two security officers will patrol the City of Jennings Parks & Recreation facilities in their entirety.

4) Officers will lock parks gates at the end of their tour of duty, and make sure the parks are clear by 9:30 p.m.

5) Officers will also conduct foot patrols when necessary. Patrols will be conducted by vehicle, provided, and insured by the security firm, in addition to building checks conducted both via vehicular and foot patrol.

6) Once each hourly patrol has been completed, stationary observation will commence until the next hourly patrol begins, unless an emergency, call for service, or necessary investigation requires the officer to end stationary observation.

GENERAL POSTING ORDERS

1) Protect all persons at the designated locations from bodily harm or injury.

2) Must provide roving patrol of buildings on premises as instructed. Roving patrol must demonstrate compliance with the instruction and submit reports indicating time and frequency of patrol.

3) Perform other such functions as may be appropriate and necessary in the event of situations or occurrences affecting the security of the facility, such as fires, accidents, internal disorders, emergencies, sabotage, or other criminal acts, etc.

4) Park Locations of services

a) Koeneman Park – 8937 Lucas and Hunt Rd.

b) Lions Park – 8701 Lucas and Hunt Rd.

c) Rodney Epps Park (Hamilton Park) – 5557 Hamilton Ave.

d) Sievers Park – 2122 Hord Ave.

5) The Guard is to observe all persons entering or leaving premises where applicable.

6) Guard shall apprehend persons gaining unauthorized access to facilities and remove any unruly persons.

7) The Guard will call appropriate Law Enforcement officials immediately in the event of a crisis.

8) If for any reason the regular security guard is unable to report, the Security Guard Service

must fully brief the substitute as to his general and specific orders. Each substitute guard shall receive detailed instructions on Guard Service responsibilities from the Security Guard Service.

9) The Security Guard Service should have adequate employees available to handle any necessary substitutes as well as hours required.

10) No guard shall be scheduled nor permitted to work more than sixteen (16) hours consecutive duty. Generally, no security guard shall be scheduled for sixteen (16) consecutive hours' duty, except for bonafide emergency absence of another security guard originally scheduled. The Security Guard Service shall not circumvent this requirement by having an employed security guard work a shift at another contracted location immediately preceding the scheduled or actual shift at the CITY facility.

11) THE CITY reserves the right to randomly inspect and test officers on duty to determine compliance to orders governing entrance to the facility. Security Guard Service will be notified of the results of such tests. Documented failure to comply will be the basis for termination.

12) Security Services to provide two (2) armed security officers to patrol all City of Jennings Parks.

13) When a concert or other "special event" occurs in the park where a large crowd is expected, four (4) armed security officers will be assigned to the Park Detail for officer safety. Two officers begin at 4:00 pm and two additional officers begin at 5:00pm.